

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

**FILED/ACCEPTED
SEP 14 2007**

Federal Communications Commission
Office of the Secretary

In the Matter of)	
Applications for Consent to the)	
and/or Transfer of Control of Licenses of)	MB Docket No. 05-192
Adelphia Communications Corporation,)	
Comcast Corporation, and Time Warner Cable Inc.)	
)	
and)	
)	
In the Matter of)	
Petition of Comcast Corporation)	File No. CSR-7108
For Declaratory Ruling That)	
The America Channel Is Not a)	
Regional Sports Network as That Term Is)	
Defined in the Commission's <i>Adelphia Order</i>)	
)	

**REQUEST FOR TEMPORARY SUSPENSION OF
THE PROGRAM CARRIAGE ARBITRATION CONDITION
IN THE *ADELPHIA ORDER* AS TO THE AMERICA CHANNEL**

Joseph W. Waz, Jr.
COMCAST CORPORATION
1500 Market Street
Philadelphia, Pennsylvania 19102

Michael H. Hammer
David P. Murray
Ryan G. Wallach
WILLKIE FARR & GALLAGHER LLP
1875 K Street, NW
Washington, D.C. 20006-1238

James R. Coltharp
Mary P. McManus
COMCAST CORPORATION,
2001 Pennsylvania Ave., NW
Suite 500
Washington, D.C. 20006

Helgi C. Walker
WILEY REIN LLP
1776 K Street, NW
Washington, D.C. 20006

September 14, 2007

No. of Copies rec'd. 0 of 6
List ABOVE

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION AND SUMMARY	1
II. THE COMMISSION HAS PLENARY AUTHORITY UNDER SECTION 416(B) OF THE COMMUNICATIONS ACT TO SUSPEND ITS ORDERS.	5
III. COMCAST WILL FACE <i>PER SE</i> IRREPARABLE HARM IF IT IS COMPELLED TO SUBMIT TO ARBITRATION PRIOR TO THE FCC'S DECISION ON THE PETITION.....	7
IV. CONCLUSION	10

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)	
Applications for Consent to the)	
and/or Transfer of Control of Licenses of)	MB Docket No. 05-192
Adelphia Communications Corporation,)	
Comcast Corporation, and Time Warner Cable Inc.)	
)	
and)	
)	
In the Matter of)	
Petition of Comcast Corporation)	File No. CSR-7108
For Declaratory Ruling That)	
The America Channel Is Not a)	
Regional Sports Network as That Term Is)	
Defined in the Commission's <i>Adelphia Order</i>)	
)	

**REQUEST FOR TEMPORARY SUSPENSION OF
THE PROGRAM CARRIAGE ARBITRATION CONDITION
IN THE *ADELPHIA ORDER* AS TO THE AMERICA CHANNEL**

Pursuant to Section 1.41 of the Commission's regulations, 47 C.F.R. § 1.41, Comcast Corporation ("Comcast"), by its attorneys, hereby requests that the Commission, pursuant to Section 416(b) of the Communications Act of 1934, as amended ("Communications Act"), 47 U.S.C. § 416(b), briefly and narrowly suspend the program carriage arbitration condition for unaffiliated regional sports networks ("RSNs") only as to The America Channel ("TAC") pending final resolution of Comcast's Petition for Declaratory Ruling (the "Petition") that TAC is not a qualifying RSN and is not entitled to invoke the arbitration condition.

I. INTRODUCTION AND SUMMARY

On January 24, 2007, Comcast filed the Petition after receiving a notice from TAC that its planned national network focusing on Americana programming had suddenly become an

“RSN” and that TAC intended to demand arbitration for carriage of its yet-to-be-launched network. On February 12, 2007, despite the pendency of the Petition, TAC filed a demand for arbitration and statement of claim with the American Arbitration Association (“AAA”). In response, Comcast informed AAA that there is no lawful basis for it to proceed with TAC’s arbitration demand absent a final resolution of Comcast’s Petition by the Commission. Comcast explained that AAA lacked jurisdiction because TAC and Comcast do not have an agreement to arbitrate and TAC is not entitled to invoke the arbitration condition in the *Adelphia Order* because, among other things, it is not an RSN.

On March 7, 2007, recognizing the importance of having the Commission rule on whether TAC is an RSN entitled to invoke arbitration, Comcast and TAC agreed to stay any arbitration proceedings for 60 days after the selection of an arbitrator in order to give the Commission time to issue its decision on Comcast’s Petition. *See generally* Comcast-TAC Agreement to Stay Arbitration (Mar. 7, 2007) (“Initial Stay Agreement”) (attached as Exhibit 1). The Initial Stay Agreement expressly recognized that Comcast “preserve[d], d[id] not waive, and has not waived its objection to the exercise of jurisdiction by AAA over Comcast” and that “each party reserves all rights to seek other relief in any form from the FCC or a court.” *Id.* ¶ 5. AAA appointed an arbitrator to the case on April 17, 2007, effectively setting an expiration date of June 18, 2007 for the Initial Stay Agreement.

In the Initial Stay Agreement, TAC and Comcast agreed “to confer in good faith about whether a further extension is mutually acceptable.” *Id.* ¶ 4. Since the Initial Stay Agreement, Comcast and TAC have agreed on several occasions to extend the stay of the arbitration in order to provide the Commission time to rule on Comcast’s petition to determine whether TAC is entitled to invoke the arbitration condition. The latest extension was effective through

September 10, 2007. On September 7, 2007, Comcast contacted TAC to discuss extending the stay should the Commission fail to issue a decision by September 10, 2007. On September 10, 2007, TAC refused Comcast's request. Comcast renewed its request for a further extension on September 11, 2007, but TAC immediately refused that request. On September 12, 2007, AAA informed Comcast that it will proceed with the arbitration process absent further instruction from the Commission that the arbitration should be suspended.

If the Commission does not grant a narrow suspension of the arbitration condition as to TAC, and AAA proceeds with the arbitration, the harm to Comcast will be *per se* irreparable. In contrast, TAC would not suffer any harm were the Commission to grant a suspension because it is not currently operational, does not provide (and has never provided) any programming to any multichannel video programming distributor, and has yet to set a firm launch date for its proposed network.

The Commission has amassed a complete record of the evidence needed to resolve Comcast's Petition, including comments and letters submitted by numerous interested third parties, almost all of whom support Comcast's petition. Comcast and TAC each have participated in multiple meetings with the Chairman and Commissioners, their Legal Advisors, and the Media Bureau.

It is Comcast's understanding that a draft order resolving Comcast's Petition is currently under review by the Chairman and Commissioners, and that a decision on the Petition is imminent. For the past six months, TAC has acknowledged the importance of having the Commission rule on the Petition and has agreed to postpone arbitration to permit such a ruling. Even as of September 10, 2007, the very date TAC refused to provide the Commission more time to decide the matter, TAC "explained why the Commission should rule promptly" and "vote

expeditiously” to decide Comcast’s Petition. *See* Letter from Evan T. Leo, Counsel, The America Channel, to Marlene H. Dortch, Secretary, FCC, CSR-7108, at 1 & 2 (Sept. 11, 2007). Now, after a draft order has been circulated, TAC has reversed course and refused to allow the Commission additional time to decide the matter. TAC’s sudden unwillingness to allow the Commission to decide the Petition is unreasonable.

The threshold issue of whether TAC qualifies as an RSN within the meaning of the *Adelphia Order* must be decided by the Commission *before* any arbitration proceedings are conducted. Even TAC has emphasized the need for the Commission to decide Comcast’s petition. *See id.*; *see also* Letter from Evan T. Leo, Counsel for TAC, to Marlene H. Dortch, Secretary, FCC, CSR-7108 (July 26, 2007) (“*July 26, 2007 TAC Ex Parte*”) (“We explained the urgency of expeditious Commission action on Comcast’s petition.”). Comcast never agreed to arbitrate with TAC, and forcing Comcast to arbitrate in this case would irreparably harm Comcast by subjecting it to an unlawful arbitration. If arbitration were to proceed and the Commission or a court subsequently rules that TAC is not entitled to invoke the arbitration condition, the arbitration proceeding would be unlawful and result in a waste of time and resources for Comcast and AAA.¹ Accordingly, a narrowly-tailored suspension of the arbitration condition only as to TAC is warranted here so that the Commission can properly decide whether TAC is entitled to invoke the condition while protecting AAA and Comcast from potentially wasteful, unauthorized arbitration proceedings. The Commission has plenary authority under Section 416(b) of the Communications Act to grant such a suspension immediately and for such period as the Commission deems appropriate and just.

¹ Indeed, as Comcast has previously explained, the arbitration condition itself is likely unlawful because it violates the Alternative Dispute Resolution Act (“ADRA”). *See* Comcast Reply to TAC’s Opposition to Comcast’s Petition for Declaratory Ruling, CSR-7108, at 30 n.102 (Mar. 9, 2007).

II. THE COMMISSION HAS PLENARY AUTHORITY UNDER SECTION 416(b) OF THE COMMUNICATIONS ACT TO SUSPEND ITS ORDERS.

Section 416(b) of the Communications Act provides that “the Commission is hereby authorized to suspend or modify its orders upon such notice and in such manner as it shall deem proper.” 47 U.S.C. § 416(b).² The Commission has previously suspended or modified conditions in its merger orders when (1) such suspension or modification is in the public interest and (2) the suspension or modification is tailored in a way that affirmatively and identifiably promotes the underlying purpose of the condition.³ The Commission also considers the hardships to the petitioner that may undermine the public interest goals of the merger condition if the condition is not suspended or modified.⁴ The Commission previously has suspended a merger condition temporarily when, as here, it was in the public interest.⁵

Comcast is requesting a narrowly-tailored suspension of the *Adelphia Order*’s program carriage arbitration condition for unaffiliated RSNs only as to TAC and only until the

² In addition, the Commission has significant “discretion” under Section 1.45(e) of its rules to rule upon this Request for temporary relief “without waiting for the filing of oppositions or replies.” 47 C.F.R. § 1.45(e). In light of the impendency of the arbitration and the discreet and narrow scope of this Request, Comcast urges the Commission to grant the Request expeditiously pursuant to Section 1.45(e). If, however, the Commission deems it necessary to permit parties to oppose the instant Request, such response would be due within seven (7) days from the filing date of this Request. See 47 C.F.R. § 1.45(d).

³ See *In re Applications of GTE Corp., Transferor, and Bell Atlantic Corp., Transferee, for Consent To Transfer Control of Domestic and Int’l Sections 214 and 310 Authorizations and Application To Transfer Control of a Submarine Cable Landing License*, Order, 16 FCC Rcd. 16915 ¶ 7 (2001) (“*GTE-Bell Atlantic Order*”) (citing *Applications of Ameritech Corp., Transferor, and SBC Communication Inc., Transferee, for Consent To Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission’s Rules*, Second Memorandum Opinion and Order, 15 FCC Rcd. 17521 ¶ 21 (2000)).

⁴ *GTE-Bell Atlantic Order* ¶ 8 (discussing Bell Atlantic’s inability to deploy advanced services using a separate affiliate).

⁵ See *In re Application of GTE Corp. and Bell Atlantic Corp.*, Order, 17 FCC Rcd. 6982 ¶ 7 & n. 14 (2002) (finding that “suspending the *Bell Atlantic/GTE Merger Conditions*’ performance reporting requirements, and associated modification of how any voluntary payments are calculated, for a limited three-month period” while Verizon upgraded its data collection and reporting platform “serve[d] the public interest”).

Commission has the opportunity to rule on the Petition. In this case, the suspension clearly would be in the public interest. *First*, the arbitration proceeding would be unlawful, wholly unnecessary, and a waste of resources if the Commission or a court rules that TAC is not entitled to arbitration. *Second*, enforcement and interpretation of conditions in a merger order are appropriate for the Commission to determine in the first instance, including whether TAC qualifies as an unaffiliated RSN. *Third*, the public interest is served by the Commission ensuring that the arbitration condition imposed in the *Adelphia Order* is properly applied and does not become a vehicle for abuse by entities like TAC. And *fourth*, nothing prevents TAC from submitting its purported “carriage dispute” to the Commission under the agency’s normal rules.

The requested suspension is also narrowly tailored in a way that promotes the underlying purpose of the condition. The program carriage arbitration condition for unaffiliated RSNs was imposed so that qualifying RSNs that believed that the program carriage rules were being violated by either Comcast or Time Warner could use the arbitration process in lieu of filing a program carriage complaint at the Commission. The Commission explained, in part, that it sought “to alleviate the potential harms to viewers who are denied access to valuable RSN programming during protracted carriage disputes.”⁶ Here, however, viewers are not being denied access to valuable RSN programming.

Having never before claimed it is an RSN, TAC made that claim *for the first time* on December 20, 2006, within months of the Commission adopting the RSN arbitration condition in the *Adelphia Order* and in a clear attempt to avail itself of a perceived loophole in the Commission’s definition of what an RSN is. In fact, in its pleadings in the *Adelphia* proceeding,

⁶ *In re Applications for Consent to the Assignment and/or Transfer of Control of Licenses from Adelphia Communications Corp. to Time Warner Cable Inc. and Comcast Corp.*, Memorandum Opinion & Order, 21 FCC Rcd. 8203 ¶ 191 (2006) (“*Adelphia Order*”).

TAC described itself as a national network focusing on Americana programming and never mentioned an intention to provide sports programming.⁷ And, in the *Adelphia Order* itself, the Commission acknowledged TAC as a national network.⁸ More importantly, TAC has never launched its network. Indeed, TAC repeatedly has postponed launches of its proposed network, most recently in July. *July 26, 2007 TAC Ex Parte* at 1. Accordingly, there is no harm to the viewing public. A brief suspension of the program carriage arbitration condition for unaffiliated RSNs only as to TAC until the Commission completes its consideration of the Petition is in the public interest and will serve the underlying purpose of the condition.

III. COMCAST WILL FACE *PER SE* IRREPARABLE HARM IF IT IS COMPELLED TO SUBMIT TO ARBITRATION PRIOR TO THE FCC'S DECISION ON THE PETITION.

Comcast will suffer *per se* irreparable harm if it is required to participate (or risk default) in arbitration proceedings before its objection to the lawfulness of such proceedings is decided by the Commission or a court. It is axiomatic “that ‘arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit.’”⁹ “Unless the parties clearly and unmistakably provide otherwise, the question of whether the

⁷ See, e.g., Petition to Deny of the America Channel, L.L.C., MB Dkt. No. 05-192, at 4 (July 21, 2005) (stating that “TAC is an independent network established to offer family-friendly cable programming that celebrates America, its communities, unsung heroes and ordinary people who accomplish the extraordinary”). TAC first announced it had rights to sports programming on December 20, 2006, the very same day it sent Comcast its request for carriage and threatened to invoke arbitration under the *Adelphia Order* if TAC and Comcast were “unable to reach an agreement” by January 19, 2007. See Petition of Comcast Corporation for Declaratory Ruling That The America Channel Is Not a Regional Sports Network as That Term Is Defined in the Commission’s *Adelphia Order*, CSR-7108 Exhibits 1 & 2 (Jan. 24, 2007) (attaching TAC’s December 20, 2007 press release and letter to Comcast).

⁸ *Adelphia Order* ¶ 101 n.355.

⁹ *AT&T Techs. v. Communications Workers of Am.*, 475 U.S. 643, 648 (1986) (quoting *Steelworkers v. Warrior & Gulf Navigation Co.*, 363 U.S. 574, 582 (1960)); see *Air Line Pilots Ass’n v. Miller*, 523 U.S. 866, 869 (1998) (holding that employees “need not submit fee disputes to arbitration when they have never agreed to do so”). “This axiom recognizes the fact that arbitrators derive their authority to resolve disputes only because the parties have agreed in advance to submit such grievance to arbitration.” *AT&T Techs.*, 475 U.S. at 648-49.

parties agreed to arbitrate is to be decided by the court, not the arbitrator.”¹⁰ On this basis, numerous courts have held that compelling a party to arbitrate where it never agreed to do so constitutes *per se* irreparable harm.¹¹ In *Chase Bank USA v. Dispute Resolution Arbitration Group*, for example, the court held, “Chase may possibly suffer the irreparable injury of having to enter into arbitration proceedings in which the arbitrator has no jurisdiction to hear the matter and does not have Chase’s consent to act as an authority in the matter.”¹² Similarly, in *Gruntal & Co. v. Steinberg*, the court held that:

[Defendant] has not agreed to allow the NASD panel to determine the issue of arbitrability. Indeed [Defendant] has not agreed to arbitration of any sort with respect to the claims raised in the Arbitration Proceedings. Compelling [Defendant] to appear in the Arbitration Proceedings under these facts would constitute *per se* irreparable harm.¹³

Here, the arbitration condition was created in the *Adelphia Order* and is not part of any private agreement between the parties. In fact, TAC has conceded that “[t]here is no arbitration agreement between the parties and TAC has demanded arbitration pursuant to the arbitration condition established in the *Adelphia Order*.” Initial Stay Agreement ¶ 1. The *Adelphia Order*, in turn, only authorizes qualifying “unaffiliated RSNs” that meet the Commission’s definition to

¹⁰ *Id.* at 649.

¹¹ See, e.g., *Paine Webber v. Hartmann*, 921 F.2d 507, 514-15 (3d Cir. 1990), *overruled on other grounds by* *Howsam v. Dean Witter Reynolds*, 537 U.S. 79, 85 (2002); *Textile Unlimited, Inc. v. A.BMH & Co.*, 240 F.3d 781, 786 (9th Cir. 2001); *Maryland Cas. Co. v. Realty Advisory Bd. on Labor Relations*, 107 F.3d 979, 985 (2d Cir. 1997); *McLaughlin Gormely King Co. v. Terminix Int’l Co.*, 105 F.3d 1192, 1194 (8th Cir. 1997) (citing *Hartmann*, 921 F.2d at 514); *Medtronic, Inc. v. ETEX Corp.*, 2004 U.S. Dist. LEXIS 7472, at *6 (D. Minn. Apr. 28, 2004) (same); *Chase Bank USA, N.A., v. Dispute Resolution Arbitration Group*, 2006 U.S. Dist. LEXIS 43130, at *6 (D. Nev. June 9, 2006) (same); *Gruntal & Co. v. Steinberg*, 854 F. Supp. 324, 341 (D.N.J. 1994) (same).

¹² *Chase Bank USA*, 2006 U.S. Dist. LEXIS 43130, at *7.

¹³ *Gruntal*, 845 F. Supp. at 342; see *Bridas S.A.P.I.C. v. Gov’t of Turkmenistan*, 345 F.3d 347, 354 n.4 (5th Cir. 2003) (noting that, under *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 945 (1995), the federal policy in favor of arbitration to decide the scope of arbitrable issues “is not applicable to the question of *who* should decide arbitrability,” because the purpose of the policy is merely to ensure that “arbitration agreements are as enforceable as other contracts, not more so”) (emphasis in original); see also *McLaughlin Gormely King Co.*, 105 F.3d at 1194 (same).

invoke the arbitration condition.¹⁴ Thus, Comcast will suffer *per se* irreparable injury if it is forced to participate in an unlawful and improper arbitration with TAC, which does not qualify as an “unaffiliated RSN” under the *Adelphia Order*. And Comcast would be further harmed by expending substantial effort and money in a proceeding that is absolutely unnecessary.¹⁵

By contrast, TAC will face no irreparable harm if the Commission briefly suspends its *Adelphia Order* arbitration condition for unaffiliated RSNs only as to TAC while the Commission considers the Petition. A suspension of the arbitration condition only as to TAC would maintain the status quo because TAC has not launched its proposed network, has repeatedly cancelled multiple planned launches over the past five years, and does not appear to have any immediate plans to launch in the near future. Plainly, TAC will suffer no harm if the Commission briefly suspends its *Adelphia Order* program carriage condition for unaffiliated RSNs while it resolves the Petition.

¹⁴ The condition also violates ADRA and is ultra vires, *see supra* note 1.

¹⁵ *See, e.g., Maryland Cas. Co.*, 107 F.3d at 985 (holding that while monetary harm is generally not irreparable, the time and resources that plaintiff would be forced to expend to arbitrate an issue that is not arbitrable are not compensable by a monetary award); *McLaughlin Gormely King Co.*, 105 F.3d at 1194 (same).

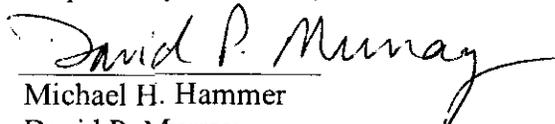
IV. CONCLUSION

For the foregoing reasons, pursuant to Section 416(b) of the Act,¹⁶ the Commission should immediately suspend the arbitration condition established in the *Adelphia Order*, only as to TAC, pending a ruling by the Commission on Comcast's pending Petition.

Joseph W. Waz, Jr.
COMCAST CORPORATION
1500 Market Street
Philadelphia, Pennsylvania 19102

James R. Coltharp
Mary P. McManus
COMCAST CORPORATION,
2001 Pennsylvania Ave., NW
Suite 500
Washington, D.C. 20006

Respectfully submitted,


Michael H. Hammer
David P. Murray
Ryan G. Wallach
WILLKIE FARR & GALLAGHER LLP
1875 K Street, NW
Washington, D.C. 20006-1238

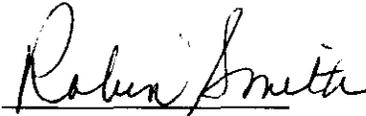
Helgi C. Walker
WILEY REIN LLP
1776 K Street, NW
Washington, D.C. 20006

September 14, 2007

¹⁶ It is clear under Section 416(b) and established precedent that the Commission has broad and plenary authority to consider and grant the instant Request. Should the Commission determine that this Request is more akin to a request for stay under Section 1.43 of its rules, it is clear that Comcast satisfies the four-part test for granting such a stay. *See, e.g., In re Redesignation of the 17.7-10.7 GHz Frequency Band*, 19 FCC Rcd. 10777 ¶ 25 (2004) (citing *Virginia Petroleum Jobbers Ass'n v. Fed. Power Comm'n*, 259 F.2d 921, 925 (D.C. Cir. 1958)). *First*, for the reasons discussed throughout Comcast's Petition and Reply to Opposition, Comcast has a high likelihood of success on the merits. For example, TAC concedes that it has not launched its proposed network so it is not currently providing and carrying programming as required by the definition of an RSN, and it has no immediate plans to launch. *See* Petition at 14-15. In another example, as Comcast has shown and the Commission itself recognized in the *Adelphia Order*, TAC consistently has sought nationwide distribution, and did so in its last offer to Comcast. *See* Petition at 16-17 & n.37 (citing *Adelphia Order* ¶ 101 n.355). *Second*, as discussed in Part III. *infra*, Comcast will suffer *per se* irreparable injury if it is forced to submit to arbitration before the Commission rules on the Petition. *Third*, TAC would face no such harm if the instant Request were granted. *See infra* Part III. *Finally*, grant of this Request is consistent with the public interest because, *inter alia*, the Commission, using its special expertise, must ensure that the arbitration condition at issue is not used by TAC and similar entities as a mechanism for abuse of the Commission's policies. To the extent the Commission pursues this course of action, the Commission should grant such a stay pending a Commission ruling on the Petition.

CERTIFICATE OF SERVICE

I, Robin Smith, hereby certify that I have caused the foregoing "Petition For Temporary Suspension of The Program Carriage Arbitration Condition for Unaffiliated Regional Sports Networks in the *Adelphia Order* as to The America Channel " to be served this 14th day of September 2007, via hand delivery (unless indicated otherwise below), to each of the individuals listed below:


Robin Smith

Chairman Kevin J. Martin
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Commissioner Michael J. Copps
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Commissioner Jonathan S. Adelstein
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Commissioner Deborah Taylor Tate
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Commissioner Robert M. McDowell
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Michelle Carey
Senior Legal Advisor
Office of Chairman Kevin J. Martin
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Rick Chessen
Senior Legal Advisor
Office of Commissioner Michael J. Copps
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Rudy Brioché
Legal Advisor for Media Issues
Office of Commissioner Jonathan S. Adelstein
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Amy Blankenship
Legal Advisor
Office of Commissioner Deborah Taylor Tate
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Cristina Chou Pauzé
Legal Advisor for Media Issues
Office of Commissioner Robert M. McDowell
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Monica Desai
Chief, Media Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Best Copy & Printing, Inc.
Portals II
445 Twelfth Street, S.W.
Room CY-B402
Washington, D.C. 20554

Doron Gorshein*
CEO and President
The America Channel, LLC
801 International Parkway
5th Floor
Heathrow, FL 32746

Evan Leo*
Kellogg, Huber, Hansen, Todd, Evans & Figel, P.L.L.C.
Sumner Square
1615 M Street, N.W.
Suite 400
Washington, D.C. 20036

* First class mail, postage prepaid

EXHIBIT 1:

March 7, 2007 Initial Stay Agreement

WILLKIE FARR & GALLAGHER LLP

DAVID P. MURRAY
202.303.1112
dmurray@willkie.com

1875 K Street, N.W.
Washington, DC 20006-1238
Tel: 202.303.1000
Fax: 202.303.2000

March 7, 2007

BY HAND DELIVERY

Evan Leo, Esq.
KELLOGG, HUBER, HANSEN, TODD,
EVANS & FIGEL, P.L.L.C.
1615 M Street, N.W.
Washington, D.C. 20036-3209

Re: *Case No. CSR- 7108*

Dear Evan:

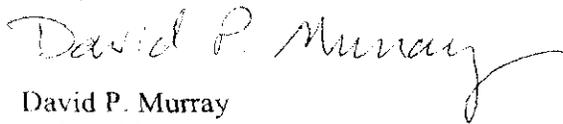
This letter memorializes the terms and conditions to which Comcast Corporation ("Comcast") and The America Channel ("TAC") have agreed in the above-referenced matter.

1. There is no arbitration agreement between the parties and TAC has demanded arbitration pursuant to the arbitration condition established in the *Adelphia Order*. Comcast does not believe that TAC is a qualifying regional sports network ("RSN") and, based on that position, does not believe that TAC is entitled to invoke arbitration under that condition. Comcast therefore objects to any exercise of jurisdiction by the American Arbitration Association ("AAA") over the parties and views any arbitration proceedings as unauthorized and unlawful. TAC believes that it is a qualifying RSN and that its demand for arbitration is authorized and lawful.
2. Comcast has filed a petition with the FCC seeking a declaratory ruling that TAC is not a qualifying RSN that is entitled to invoke the arbitration condition in the *Adelphia Order* ("petition"). TAC has filed a response to Comcast's petition stating the reasons why TAC believes it is a qualifying RSN and is entitled to arbitration.
3. To give the FCC an opportunity to rule on Comcast's petition, TAC has agreed to stay arbitration for a reasonable time on the condition that Comcast agrees to cooperate with TAC and AAA in the identification and appointment of an arbitrator and other related procedural matters. The parties will ask AAA to prescreen potential arbitrators for the qualifications specified in Appendix C of the *Adelphia Order* and provide a synopsis of such qualifications for each potential candidate.
4. After an arbitrator is appointed by AAA, the parties agree to stay all other proceedings in the arbitration for up to sixty (60) days to allow the FCC time to rule on the petition. If

the FCC has not ruled on the petition within that time period, the parties agree to confer in good faith about whether a further extension is mutually acceptable.

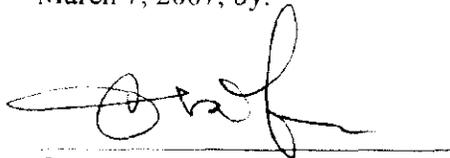
5. Notwithstanding this agreement, the parties agree and hereby stipulate that (a) Comcast preserves, does not waive, and has not waived its objection to the exercise of jurisdiction by AAA over Comcast in this matter; (b) TAC does not and will not assert in any proceeding that Comcast has in any way waived its jurisdictional objection by virtue of this agreement; and (c) each party reserves all rights to seek other relief in any form from the FCC or a court.
6. This agreement ceases to apply if, at any time before the expiration of the 60-day period, the FCC issues a decision on the merits addressing Comcast's Petition.
7. We are both authorized to acknowledge and agree to these terms and conditions on behalf of our respective clients.

Very truly yours,



David P. Murray
on behalf of Comcast Corporation

Acknowledged and agreed to on
March 7, 2007, by:



Evan Leo
on behalf of The America Channel

cc: Catherine Shanks, Vice President – Case Management Center, AAA
Frank R. Binda, Solutions Manager, AAA