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CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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7 Attorneys for Plaintiffs
COMCAST OF CALIFORNIA/
8 MASSACHUSETTS/MICHIGAN/UTAH, INC.
and COMCAST OF SANTA CRUZ, INC., (f/k/a,
9 respectively, UACC Midwest, Inc. and United
Cable Television of Santa Cruz)

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO DIVISION

14 UACC MIDWEST, INC. and UNITED
CABLE TELEVISION OF SANTA CRUZ,
15 INC.,

16 Plaintiffs,

17 v.

18 CITY OF SANTA CRUZ and COUNTY OF
SANTA CRUZ, CALIFORNIA,

19 Defendants.

Case No. C-84-7546-SI

STIPULATION AND [PROPOSED]
ORDER APPROVING FOURTH
AMENDMENT TO STIPULATION AND
CONSENT JUDGMENT DATE AS OF
JUNE 28, 2011

COBLENTZ, PATCH, DUFFY & BASS LLP
ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213
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22 WHEREAS, the City of Santa Cruz (“the City”), the County of Santa Cruz (the “County”),
23 (the City and County shall be collectively referred to as “Santa Cruz”), United Cable Television of
24 Santa Cruz, Inc. (“UCTCSC”) and UACC Midwest, Inc. (“UA Midwest”), entered into that
25 Stipulation and Consent Judgment dated as of May 16, 1989 (the “Consent Judgment”);

26 WHEREAS, this Court entered an Order Approving First Amendment to the Stipulation
27 and Consent Judgment;

28 ///

1 WHEREAS, this Court entered an Order Approving the Second Amendment to the
2 Stipulation and Consent Judgment dated as of February 17, 1999;

3 WHEREAS, this Court entered an Order Approving the Third Amendment to the
4 Stipulation and Consent Judgment dated as of April 15, 2002;

5 WHEREAS, in or about 2002 Comcast of California/Massachusetts/Michigan/Utah, Inc.
6 and Comcast of Santa Cruz, Inc., collectively, became the cable operator of Santa Cruz by
7 acquiring UACC Midwest and UCTCSC (Comcast of California/Massachusetts/Michigan/Utah,
8 Inc. and Comcast of Santa Cruz, Inc. are collectively referred to herein as “Operator”);

9 WHEREAS, Santa Cruz and Operator entered into a Letter Agreement dated
10 November 30, 2006, resolving certain disputes that had arisen between them out of the
11 certification process and rate increases under the terms of the Third Amendment for the 2004,
12 2005 and 2006 Rate Years and agreeing upon a process for resolving future disputes without the
13 necessity of resorting to court proceedings under the Consent Judgment, as amended) (the “2006
14 Letter Agreement”);

15 WHEREAS, a dispute has arisen by and among the parties to the Consent Judgment, as
16 amended, regarding various issues under the Operator’s Franchise Agreements with Santa Cruz
17 and under the Consent Judgment, as amended, including without limitation the date on which the
18 term of Operator’s franchise agreement(s) with Santa Cruz, as well as the Court’s jurisdiction over
19 the parties based upon the Consent Judgment, as amended, shall expire (“the Dispute”);

20 WHEREAS, the parties now desire to settle and resolve certain portions of that good faith
21 Dispute pursuant to, and by the terms of, the Fourth Amendment to the Stipulation and Consent
22 Judgment Dated As Of June 28, 2011, attached hereto as **Exhibit 1** and to settle and resolve the
23 other portions of that good faith Dispute pursuant to, and by the terms of, a Settlement Agreement
24 (the “Settlement Agreement”), which shall become effective concurrently with this Court’s entry
25 of an order approving this Fourth Amendment;

26 WHEREAS, pursuant to Paragraph XX of the Consent Judgment, it may be changed,
27 altered and modified in any respect, but only by an instrument in writing, signed by all parties
28 thereto and approved by the Court; and

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1 WHEREAS, as opposed to litigating the Dispute, the parties desire to resolve the Dispute
2 and release the others against any claim relating thereto, by this Fourth Amendment and the
3 separate Settlement Agreement.

4 **IT IS HEREBY STIPULATED AND AGREED** by the parties to this action, Plaintiffs
5 Comcast of California/Massachusetts/Michigan/Utah, Inc. and Comcast Of Santa Cruz, Inc.
6 (formerly known as, respectively, UACC Midwest, Inc. and United Cable Television of Santa
7 Cruz) and Defendants City of Santa Cruz and County of Santa Cruz, through their respective
8 counsel, that the Court review, approve, and order that the parties be bound by the Fourth
9 Amendment.

10 **IT IS SO STIPULATED.**

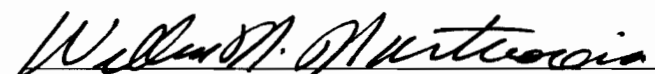
11 DATED: August 22, 2011

COBLENTZ, PATCH, DUFFY & BASS LLP

12
13 By: 
14 Richard R. Patch
15 Attorneys for Plaintiffs
16 COMCAST OF CALIFORNIA/
17 MASSACHUSETTS/MICHIGAN/UTAH, INC.
and COMCAST OF SANTA CRUZ, INC., (f/k/a,
UACC Midwest, Inc. and United Cable
Television of Santa Cruz)

18 DATED: August //, 2011

RUTAN & TUCKER, LLP

19
20 By: 
21 William M. Marticorena
22 Attorneys for Defendants
CITY OF SANTA CRUZ and
COUNTY OF SANTA CRUZ

23 **IT IS SO ORDERED.**

24 DATED: 8/25, 2011



25
26
27 HON. SUSAN ILLSTON
JUDGE OF THE U.S. DISTRICT COURT

EXHIBIT 1

**FOURTH AMENDMENT TO THE STIPULATION AND
CONSENT JUDGMENT DATED AS OF JUNE 28, 2011**

WHEREAS, the City of Santa Cruz (“the City”), the County of Santa Cruz (the “County”), (the City and County shall be collectively referred to as “Santa Cruz”), United Cable Television of Santa Cruz, Inc. (“UCTCSC”) and UACC Midwest, Inc. (“UA Midwest”), entered into that Stipulation and Consent Judgment dated as of May 16, 1989 (the “Consent Judgment”); and

WHEREAS, this Court entered an Order Approving First Amendment to the Stipulation and Consent Judgment; and

WHEREAS, this Court entered an Order Approving the Second Amendment to the Stipulation and Consent Judgment dated as of February 17, 1999; and

WHEREAS, this Court entered an Order Approving the Third Amendment to the Stipulation and Consent Judgment dated as of April 15, 2002; and

WHEREAS, in or about 2002 Comcast of California/Massachusetts/Michigan/Utah, Inc. and Comcast of Santa Cruz, Inc., collectively, became the cable operator of Santa Cruz by acquiring UACC Midwest and UCTCSC (Comcast of California/Massachusetts/Michigan/Utah, Inc. and Comcast of Santa Cruz, Inc. are collectively referred to herein as “Operator”); and

WHEREAS, Santa Cruz and Operator entered into a Letter Agreement dated November 30, 2006, resolving certain disputes that had arisen between them out of the certification process and rate increases under the terms of the Third Amendment for the 2004, 2005 and 2006 Rate Years and agreeing upon a process for resolving future disputes without the necessity of resorting to court proceedings under the Consent Judgment, as amended) (the “2006 Letter Agreement”); and

WHEREAS, a dispute has arisen by and among the parties to the Consent Judgment, as amended, regarding various issues under the Operator's Franchise Agreements with Santa Cruz and under the Consent Judgment, as amended, including without limitation the date on which the term of Operator's franchise agreement(s) with Santa Cruz, as well as the Court's jurisdiction over the parties based upon the Consent Judgment, as amended, shall expire ("the Dispute"); and

WHEREAS, the parties now desire to settle and resolve certain portions of that good faith Dispute pursuant to, and by the terms of, this Fourth Amendment to the Stipulation and Consent Judgment (the "Fourth Amendment") and to settle and resolve the other portions of that good faith Dispute pursuant to, and by the terms of, a Settlement Agreement (the "Settlement Agreement"), which shall become effective concurrently with this Court's entry of an order approving this Fourth Amendment; and

WHEREAS, pursuant to Paragraph XX of the Consent Judgment, it may be changed, altered and modified in any respect, but only by an instrument in writing, signed by all parties thereto and approved by the Court; and

WHEREAS, as opposed to litigating the Dispute, the parties desire to resolve the Dispute and release the others against any claim relating thereto, by this Fourth Amendment and the separate Settlement Agreement.

Now, without further trial or proceedings, the parties hereto amend the Consent Judgment as follows:

I. TERMINATION DATE OF FRANCHISE AGREEMENTS AND OF THE STIPULATION AND CONSENT JUDGMENT, AS AMENDED.

The term of the Franchise Agreements, the Court's continuing jurisdiction over Operator and Santa Cruz based upon the Stipulation and Consent Judgment entered by Order of this Court on May 16, 1989, as amended from time to time, and the Consent Judgment *shall expire at 11:59 p.m. on June 30, 2014* ("the Expiration Date"). Nothing other than an express writing signed by both parties and approved by the Court specifically extending the Expiration Date will extend the Expiration Date.

II. COUNTERPARTS

This Fourth Amendment may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto (subject to court approval), notwithstanding that all parties shall not have signed the same counterpart.

III. EACH PARTY TO BEAR OWN ATTORNEYS' FEES AND COSTS

Each party agrees that it is solely responsible for its own attorneys' fees and costs incurred in connection with the disputes resolved herein, and the preparation of this Fourth Amendment and all related documentation.

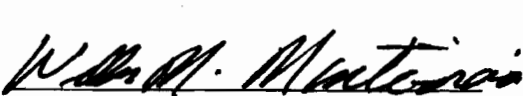
IV. EFFECTIVE DATE

The "Effective Date" of this Fourth Amendment shall be the date of the entry by this Court of the order approving this Fourth Amendment.

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

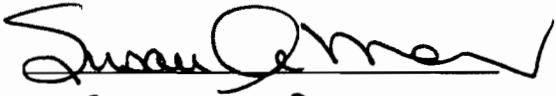
CITY OF SANTA CRUZ

By: 
William M. Marticorena
Attorneys for the City and
County of Santa Cruz

By: 
Its: City Manager

Dated: June 28, 2011

COUNTY OF SANTA CRUZ

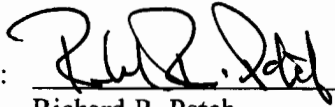
By: 
Its: County Administrator

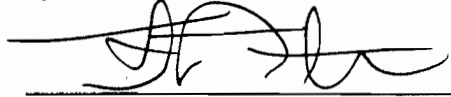
Dated: June 28 2011

APPROVED AS TO FORM:

COBLENTZ, PATCH, DUFFY & BASS LLP

COMCAST OF CALIFORNIA/
MASSACHUSETTS/ MICHIGAN/
UTAH, INC.

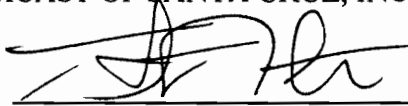
By: 
Richard R. Patch
Attorneys for Comcast of California/
Massachusetts/ Michigan/Utah, Inc.
and Comcast of Santa Cruz, Inc.

By: 
Its: Timothy T. Nester
SVP - Finance and Accounting

Dated: June 20, 2011

20, 2011

COMCAST OF SANTA CRUZ, INC.

By: 

Timothy T. Nester
SVP - Finance and Accounting

Dated: ~~June~~, 2011
July 20, 2011