

EXHIBIT I

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This **SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (the "Settlement Agreement") is made and entered into as of this 17th day of June, 2005, by and between Comcast Cable Communications, LLC ("Comcast") and PacifiCorp, dba Utah Power ("PacifiCorp"). Comcast and PacifiCorp are collectively referred to as the "Parties."

RECITALS

A. Comcast filed a Request for Agency Action with the Public Service Commission of Utah ("Commission") dated October 31, 2003, in Docket No. 03-035-28, requesting, *inter alia*, that the Commission order PacifiCorp to refund \$3,828,000.00 paid to PacifiCorp for pole attachments that PacifiCorp claimed were unauthorized and declare that Comcast owed no amounts for the cost of the 2002/2003 audit or for any additional unauthorized attachment charges.

B. PacifiCorp's December 1, 2003 Response disputed Comcast's right to the requested relief.

C. After an extensive pleading cycle, discovery and a four-day hearing on the matter, the Commission issued an Order on December 21, 2004. The Commission ordered, *inter alia*, that PacifiCorp refund to Comcast any amount over \$3,773,330.47 which Comcast previously paid to PacifiCorp in unauthorized attachment, back-rent and 2002/2003 audit charges. PacifiCorp fully satisfied this directive of the Commission by issuing Comcast a check in the amount of \$1,599,868.53 on January 14, 2005.

D. Additionally, the Commission's December 21, 2004, Order directed Comcast to present to PacifiCorp any additional information or analysis demonstrating that Comcast's attachments on PacifiCorp's poles in Utah identified by the 2002/2003 Audit as unauthorized were in fact authorized. Within 30 days of receipt of such evidence, PacifiCorp was to refund to Comcast all unauthorized attachment charges paid by Comcast for each pole identified by the 2002/2003 Audit as supporting an unauthorized attachment but which was shown by Comcast evidence to have been authorized.

E. On February 10, 2005, the Commission issued an Order of Clarification specifying that PacifiCorp may either accept the information provided by Comcast and take further action in accordance with the Commission's December 21, 2004 Order, or reject the information and petition the Commission for resolution.

F. On March 21, 2005, Comcast submitted its Proof of Pole Attachment Authorization in which it requested a refund of an additional \$455,760.00 for unauthorized attachments associated with 7,596 poles; Comcast asserted these unauthorized attachment fees were assessed in error.

G. In response to Comcast's submission, PacifiCorp filed a Petition for Certification of Refund on April 20, 2005. In its Petition, PacifiCorp asserted that Comcast had only demonstrated authorization for 5,301 poles and that the appropriate refund was \$318,060.00.

H. Subsequent to PacifiCorp's submission of its Petition, the Parties engaged in negotiations regarding a final settlement of the refund amount owed to Comcast.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Settlement Agreement and the execution of this Settlement Agreement, the Parties agree as follows:

1. Terms

- (a) PacifiCorp, within 30 days of the date the Commission issues an order approving this Settlement Agreement, will pay to Comcast the sum of Three Hundred Eighty Six Thousand Nine Hundred Ten Dollars (\$386,910.00) by check.
- (b) Within three days of execution of this Settlement Agreement, the Parties shall jointly file the Joint Motion to Approve Settlement and Terminate Proceedings, attached hereto as Exhibit A and incorporated herein by this reference. Each party shall bear its own costs and fees.
- (c) Neither of the Parties shall bring any further suit, appeal or other action before any tribunal or seek any further recovery or relief from the other Party related to the refund amount or to the issues decided in Docket No. 03-035-28.
- (d) Neither Party concedes or adopts the assertions or positions of the other Party concerning the subject matter of this Settlement Agreement, including without limitation any assertions or positions arising out of or relating in any way to the refund amounts or other relief requested in Docket No. 03-035-28.
- (e) Further, the Parties agree that all of Comcast attachments to Pacificorp poles in the State of Utah identified by the 2002/2003 Audit are deemed authorized for purposes of the Parties' joint-use operations going forward. Pacificorp agrees to update its JTU database to reflect said authorization.

2. Release

Upon execution of this Settlement Agreement, the Parties, on their own behalf and on behalf of their respective current and former agencies, officials, directors, officers, shareholders, agents, employees, insurers, attorneys, predecessors, successors, affiliates, assigns, executors, administrators, heirs, legatees, devisees, and representatives, forever and fully release, acquit and discharge one another and their current and former directors, officers, shareholders, agents, employees, insurers, attorneys, predecessors, successors, affiliates, assigns, executors, administrators, heirs, legatees, devisees, and representatives, from any and all claims, demands, actions, causes of action, suits, damages, and losses, whether known or unknown, matured or unmatured, liquidated or unliquidated, at law or in equity, arising out of or relating in any way to the refund amounts or other relief requested in Docket No. 03-035-28.

3. Additional Terms and Conditions

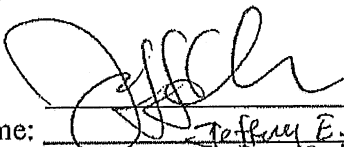
- (a) The Parties agree and acknowledge that this Settlement Agreement is the result of arms'-length and good-faith negotiations and is a compromise of disputed claims. This Settlement Agreement is not and shall never be construed as an admission of any liability, wrongdoing or responsibility on the part of any Party. Neither the fact of settlement nor this Settlement Agreement nor anything contained in these proceedings after the Order of Clarification shall be used by either Party to suggest or offer evidence in any forum or medium of any liability, wrongdoing, breach or responsibility on the part of either Party. The Parties agree and acknowledge that each shall bear their own attorneys' fees and costs associated with this Settlement Agreement.
- (b) This Settlement Agreement constitutes the entire understanding between the Parties.
- (c) This Settlement Agreement shall inure to the benefit of and be binding on the Parties, their agents, directors, officers, shareholders, agents, employees, insurers, attorneys, predecessors, successors, affiliates, assigns, executors, administrators, heirs, legatees, devisees and representatives.
- (d) The Parties represent that they own all of the demands, claims, actions, causes of action, suits, damages and losses released by this Settlement Agreement, and that they have not and will not sell, assign, transfer, convey, subrogate or otherwise dispose of any such demands, claims, actions, causes of action, suits, damages and losses.
- (e) In entering into this Settlement Agreement, no Party has relied on any representations or warranties of any other party, other than the

representations and warranties expressly set forth in this Settlement Agreement.

- (f) Each of the Parties recognizes that the facts and law relied upon in entering into this Settlement Agreement may change, has taken that risk into account in deciding to enter into this Settlement Agreement, and intends this Settlement Agreement to be a final resolution and settlement of the claims, demands, actions, causes of action, suits, damages and losses released in the Settlement Agreement.
- (g) Each of the Parties has concluded that the promises, obligations, terms and conditions of this Settlement Agreement are fair and reasonable.
- (h) This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Utah, notwithstanding conflict-of-law rules.
- (i) This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, all of which together shall be deemed one and the same instrument.
- (j) Each of the Parties agrees to execute any additional documents that may be necessary to effectuate the terms of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by persons duly authorized as of the date first above written.

**COMCAST CABLE COMMUNICATIONS,
LLC**

By: 
Name: Jeffrey E. Smith
Title: Vice President
Date: 6/17/05

PACIFICORP, dba UTAH POWER

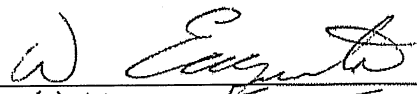
By: 
Name: William F. Aquino
Title: UP T&D Operations
Date: 6/17/05

EXHIBIT A

Joint Motion to Approve Settlement and Terminate Proceedings

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

COMCAST CABLE)	
COMMUNICATIONS, INC., a)	
Pennsylvania Corp.,)	Docket No. 03-035-28
)	
Claimant,)	
v.)	JOINT MOTION to
)	APPROVE SETTLEMENT
PACIFICORP, dba UTAH POWER,)	and
an Oregon Corporation,)	TERMINATE PROCEEDINGS
)	
Respondent.)	

Pursuant to Utah Admin. Code § R746-100-10.F.5, PacifiCorp, dba Utah Power, and Comcast Cable Communications, LLC, formerly Comcast Cable Communications, Inc. (“Comcast”) submit this Joint Motion to Approve Settlement and Terminate Proceedings in the above captioned docket.

BACKGROUND

A. On October 31, 2003, Comcast filed a Request for Agency Action with the Public Service Commission of Utah (“Commission”) in the captioned docket requesting, *inter alia*, that the Commission order PacifiCorp to refund \$3,828,000 paid to PacifiCorp for pole attachments that PacifiCorp claimed were unauthorized and declare that Comcast owed no amounts for the cost of the 2002/2003 Audit or any subsequently assessed unauthorized attachment charges.

B. PacifiCorp’s December 1, 2003, Response disputed Comcast’s right to the requested relief.

C. By Order issued on December 21, 2004 (“Order”), the Commission ordered, *inter*

alia, that PacifiCorp refund to Comcast amounts over \$3,773,330.47 that Comcast previously had paid to PacifiCorp in unauthorized-attachment, back-rent and 2002/2003 audit charges. PacifiCorp satisfied this directive by issuing Comcast a check for \$1,599,868.53 on January 14, 2005.

D. The Order also permitted Comcast to present to PacifiCorp additional information or analysis demonstrating that Comcast's attachments on PacifiCorp's poles in Utah identified by the 2002/2003 Audit as unauthorized were in fact authorized. Within 30 days of receipt of such evidence, PacifiCorp would refund to Comcast all unauthorized attachment charges paid by Comcast for poles identified by the 2002/2003 Audit as supporting an unauthorized attachment but which were shown by Comcast evidence to have been authorized.

E. On February 10, 2005, the Commission issued its Order of Clarification ("Clarification"), specifying that PacifiCorp could either accept the information provided by Comcast and take further action in accordance with the Commission's Order or reject the information and petition the Commission for resolution.

F. On March 21, 2005, Comcast submitted its Proof of Pole Attachment Authorization in which it requested a refund of an additional \$455,760 for unauthorized attachments associated with 7,596 poles.

G. In response, PacifiCorp filed a Petition for Certification of Refund on April 20, 2005, asserting that Comcast had only demonstrated authorization for 5,301 poles and that the appropriate refund was \$318,060.

G. Subsequent to PacifiCorp's submission of its Petition, the Parties have engaged in negotiations regarding a final settlement of the refund amount owed to Comcast and have

executed a Settlement Agreement (the Settlement), which is attached to this Motion as Exhibit A.

SUMMARY OF THE SETTLEMENT AGREEMENT¹

The primary terms of the Settlement are:

- The amount to be refunded by PacifiCorp to Comcast is **\$386,910**.
- Payment of \$386,910 will resolve the dispute between the Parties over the appropriate refund amount, and neither Party will seek or take further action for any further recovery or relief in connection with the pole-attachment payment and refund issues raised in this docket.
- In entering into the Settlement, neither Party has adopted or conceded to the positions of the other in connection with the issues resolved by the Settlement.
- The Settlement will not be construed by the Parties to be an admission of any liability, wrongdoing or responsibility on the part of either Party.
- Nothing contained in these proceedings after the issuance of the Clarification will be used or offered as evidence in any forum or medium by either Party to suggest any liability, wrongdoing, breach or responsibility on the part of the other Party.

WHEREFORE, PacifiCorp and Comcast respectfully request that the Commission approve the Settlement Agreement as executed by the Parties and terminate the proceedings in the above captioned docket.

RESPECTFULLY SUBMITTED this ____th day of June 2005.

¹To the extent there is any inconsistency between this summary discussion and the terms of the Settlement, the Settlement shall control.

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CERTIFICATE OF SERVICE

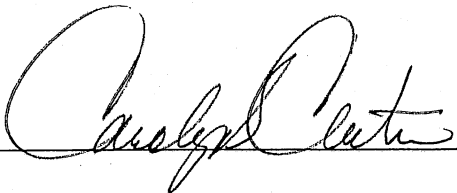
I certify that on the 21st day of June 2005, a true and correct copy of the foregoing **JOINT MOTION TO APPROVE SETTLEMENT AND TERMINATE PROCEEDINGS** was sent via e-mail and by U.S. mail to:

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Handwritten signature of Carolyn Curtis, written in black ink over a horizontal line.