



1200 G STREET, NW, SUITE 300 PH: 202.296.6650
WASHINGTON, DC 20001 FX: 202.296.7585

July 17, 2015

VIA ECFS

EX PARTE NOTICE

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Applications of AT&T Inc. and DIRECTV for Consent to Assign or Transfer Control of Licenses and Authorizations, MB Docket No. 14-90

Dear Ms. Dortch,

On July 15, I spoke with Chanelle Hardy, Chief of Staff and Media Legal Advisor to Commissioner Clyburn concerning a recent development in another proceeding on Internet interconnection that further illustrates that a condition on that issue should be adopted by the Commission in the instant proceeding.

Specifically, I stated that Charter had announced modifications to its own Internet interconnection policy that promotes consumer access and choice to over-the-top content and will maintain a policy of no access charges. Charter's offer to maintain this policy as a condition to its own proposed mergers pending before the Commission demonstrates that it is a reasonable policy approach for similarly situated ISPs.¹ Indeed, I stated that all ISPs should readily adopt such a policy to promote an open Internet, and it is a commitment that should be made in all similar mergers, including AT&T's proposed merger with DirecTV. As COMPTTEL and others have previously demonstrated in this record, AT&T has congested its Internet ports. AT&T continues to have the incentive to congest those ports as it will slow over-the-top video consumption, and its proposed acquisition of DirecTV increases that incentive as it will want to protect DirecTV's video revenues. I also referred her to COMPTTEL's letter filed on June 25 in this proceeding that explains in detail why AT&T's recent interconnection agreements do not demonstrate that the marketplace for interconnection is functioning or competitive.

¹ I specifically stated that COMPTTEL is still reviewing the proposed Charter transactions, and I was not discussing that pending matter with her.

After our discussion, I provided Ms. Hardy a copy of Charter's interconnection policy as filed with FCC, along with a letter of support from Netflix, as well as COMPTTEL's press release concerning this matter, all attached hereto.

Respectfully submitted,

/s/ Angie Kronenberg

Angie Kronenberg
Chief Advocate & General Counsel

Attachments

cc: Chanelle Hardy

July 15, 2015

Samuel L. Feder
Tel +1 202 639 6092
Fax +1 202 661 4999
sfeder@jenner.com

FILED ELECTRONICALLY

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *Applications of Charter Communications, Inc., Time Warner Cable Inc., and Advance/Newhouse Partnership for Consent to the Transfer of Control of Cable Television Relay Service Applications, MB Docket No. 15-149*

Dear Ms. Dortch:

In our public interest statement, we explained that the Applicants will deliver a range of substantial, recognized public interest benefits, including by extending Charter Communications, Inc.'s broadband-focused, highly pro-customer model to millions of new customers. Part of Charter's model has been to employ a settlement-free Internet interconnection policy, which has been in place for a number of years. Charter recently announced an updated policy, a copy of which is attached to this letter. Charter hereby commits to maintain this settlement-free policy until December 31, 2018. This commitment will further ensure that approval of the Transaction is in the public interest.

Please contact me if you have any questions.

Sincerely,

/s/ Samuel L. Feder

Samuel L. Feder

Attachment

Charter Communication's IP Interconnection Policy and Requirements

Charter Communications, Inc. ("Charter") will interconnect its IP network with those applicants providing content to Charter customers pursuant to customer-initiated Internet sessions who meet the traffic measurement criteria set forth below for at least 3 consecutive months. Interconnection and any subsequent capacity augments under this policy will be undertaken subject to a mutual interconnection agreement at no charge to either party for traffic exchange. Each party will maintain sufficient capacity to support Charter customer-initiated Internet sessions consistent with this policy, including Paragraph (16) and the paragraphs entitled "Network Planning and Augmenting Capacity" and "Suspension" below.

To apply for such interconnection, an e-mail must be sent to interconnection@charter.com with anticipated traffic volumes per point of interconnection. This policy applies to all interconnection relationships meeting the Interconnection Requirements (as defined below) involving Charter's networks, including any newly acquired networks.

This policy applies to IP interconnection only.

Charter may require a trial connection with any party seeking interconnection under this policy.

Interconnection Requirements for Interconnecting Party

1. Must interconnect at each of the Charter points of presence (each a "POP") listed below and at any additional Charter POP within 90 days of the establishment of such new POP:

Equinix 11 Great Oaks San Jose, CA	Equinix 350 Cermak Chicago, IL	Telx 56 Marietta Atlanta, GA
Equinix 600 W 7 th Los Angeles, CA	Equinix 20715 Filigree Ct Ashburn, VA	Equinix 1950 N Stemmons Dallas, TX
Equinix 2001 6th Ave Seattle, WA	Cologix 511 11th Ave W Minneapolis, MN	Seattle IX (SIX) Westin Bldg, Seattle, WA

Charter will maintain the ratio of POPs to Internet customers existing as of the effective date of this policy.

2. Must deliver traffic to the Charter POP closest to the location at which the corresponding Internet customer traffic terminates.
3. Must use the same ASN at each interconnection point.
4. Must maintain a minimum traffic exchange of 3 Gbps (95th percentile) at each Charter POP with AS20115 in the dominant direction as measured on a monthly basis ("Interconnection Requirements").
5. Must maintain a professional Network Operations Center staffed 24x7x365.
6. Must maintain consistent global routing announcements at all Charter POPs.

Policy Effective Date: July 15, 2015

7. Must not implement a “gateway of last resort” or default route directed at AS20115.
8. Must demonstrate and enforce strict filtering policies to prevent improper announcements.
9. Must advertise routes, including customer routes, but eliminate all transit or third party routes.
10. Must provide IPv4 unicast routes up to /24 netmask or IPv6 Unicast routes up to /48 netmask.
11. Must use BGP version 4 with BGP authentication keys.
12. Must not abuse the interconnection relationship by doing any of the following:
 - Resetting next hop
 - Reselling, bartering, trading or giving either routes or next hop to third parties (non-customers)
 - Leaking routes to third parties (non-customers)
 - Sending inconsistent prefixes inside of a single interconnection region(in number, origin, or other attributes) unless agreed to in writing
 - Sending inconsistent prefixes are allowed for a party that has island/regional networks without the capacity to transport between those islands/regions, as long as those inconsistent prefixes are not utilized to manage traffic between those islands/regions or otherwise in a manner that disrupts the network management practices and techniques employed by Charter. The use of inconsistent prefixes requires that a party must maintain a minimum traffic exchange of 10Gbps (95th percentile) at each Charter POP with AS20115 in the dominant direction as measured on a monthly basis.
13. Must register routes or send advance notice of dramatic changes in announcements.
14. Must advertise/implement routes consistent with "shortest exit routing", unless agreed to in writing.
15. Must agree to actively cooperate in resolving items in the following:
 - Security violations
 - Denial of service attacks
 - Network abuse (including but not limited to spam issues)
 - Downed interconnection sessions, interfaces, or circuits
 - Disrupted, damaged, or flapping interconnection sessions
 - Similar/related infrastructure and security issues
16. Must honor all relevant BGP traffic management attributes to deliver substantially all Charter customer network traffic locally within an interconnected region (based on Item 1)
 - MED (Multi Exit Discriminator)
 - AS Path length
 - Standard BGP communities
17. Must utilize RADB or mirrored IRR resources and shall be configured with max prefix limits, allowing 25% headroom, based upon registered/announced routes.
18. Must agree not to offer or sell any IP transit service providing only AS20115.

Network Planning and Augmenting Capacity

The interconnecting party agrees to meet with or report to Charter on a periodic basis to participate in planning network status reviews and forecasting network traffic.

Policy Effective Date: July 15, 2015

In the event there is an increase in the maximum data transfer rate into or out of Charter's network of more than 5.9% per month over a rolling 12-month period ("Peak"), Charter and the interconnecting party agree to upgrade interconnection capacity within 90 days after Peak, if Peak is sustained for a time period greater than 10 days and has surpassed 70% of a circuit's port capacity.

Suspension

Charter reserves the right to suspend any interconnection agreement in the event there is traffic that compromises the security infrastructure of the network and/or security of other users on the network (an "Adverse Network Effect"). Prior to exercising its right to suspend an interconnection agreement and within 24 hours of the occurrence of the Adverse Network Effect, Charter shall provide the interconnecting party a reasonable opportunity to meet in order to provide detailed information regarding the circumstances giving rise to the Adverse Network Effect and to present a plan to eliminate, mitigate, or otherwise address the Adverse Network Effect and underlying cause(s) thereof. A suspended agreement will resume upon a reasonable showing that the Adverse Network Effect has been resolved.

Charter reserves the right to suspend any interconnection agreement with respect to which any of the following occur (each a "Critical Network Threat"):

- I. there is an increase in the maximum data transfer rate into or out of Charter's network ("Peak") of 10% or more in any month compared to the Peak of all prior months; or
- II. there is an increase in the compound growth rate of Peak of more than 5.9% per month over any rolling six-month period.

Within 15 days of the occurrence of the Critical Network Threat, Charter shall provide the interconnecting party a reasonable opportunity to meet in order to provide detailed information regarding the circumstances giving rise to the Critical Network Threat and to present a plan to eliminate, mitigate, or otherwise address the Critical Network Event and underlying cause(s) thereof. A suspended agreement will resume upon a reasonable showing that the Critical Network Threat has been resolved.

Packet Error and Network Management

Charter reserves the right to implement reasonable traffic management techniques as may be necessary to eliminate or minimize bandwidth waste associated with misdirected, mis-transcoded, or undeliverable packets. Furthermore, nothing in this policy shall be deemed to abrogate or otherwise limit Charter's rights under applicable law to implement reasonable network management practices.

Interconnection Agreement Termination

Charter reserves the right to terminate its interconnection agreement with any party who materially breaches this policy after the party (i) has been given written notice of the breach and fails to cure it within 10 days of the written notice and (ii) has obtained and transitioned traffic to sufficient capacity from a third party, except in no event is Charter required to continue under this policy more than 20 days after Charter would otherwise be entitled to terminate it for material breach. Charter reserves the right to terminate any interconnection agreement immediately if necessary to comply with any applicable law, regulation or government order.

Policy Effective Date: July 15, 2015

Policy Changes

This interconnection policy and any interconnection agreements established pursuant to this policy will be subject to periodic review. Interconnection agreements entered into pursuant to this policy shall not expire before December 31, 2018.

Charter reserves the right to change this interconnection policy prior to December 31, 2018, to accommodate changes (i) to its IP network (such as growth in or changes to the geographical reach of its IP network), so long as such policy changes do not result in payment for interconnection, (ii) that are necessary to comply with any applicable law, or (iii) resulting from a change in law that might render Charter's compliance with the terms of any interconnection agreement impracticable or impossible.

Enforceability

Either party to the interconnection relationship may enforce rights or obligations established by this policy or related interconnection agreement in a court or agency of competent jurisdiction.

NETFLIX

Via ECFS

July 15, 2015

Ms. Marlene Dortch
Federal Communications Commission
445 Twelfth Street, SW
Washington, DC 20554

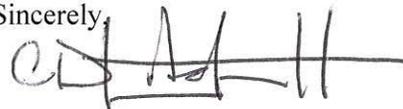
Re: *Application of Charter Communications, Inc., Time Warner Cable Inc., and Advance/Newhouse Partnership For Consent to the Transfer of Control of Licenses and Authorizations, MB Docket No. 15-149.*

Netflix has reviewed Charter's new peering policy and its commitment to extend this policy to the Time Warner Cable and Bright House footprints.

Netflix's long-standing support for an open interconnection policy is designed to ensure that consumers get the online content they want at the broadband speeds they pay for. Charter's new peering policy is a welcome and significant departure from the efforts of some ISPs to collect access tolls on the Internet. Charter's policy will promote efficient interconnection with online content providers and with the transit and content delivery services that smaller online content providers rely on to reach their consumers. Charter's endorsement of the policy as an enforceable merger condition will ensure that consumers will receive the fast connection speeds they expect.

Netflix believes that this new policy and the commitment to apply it across the "New Charter" footprint is a substantial public interest benefit and will support scaling the Internet to meet consumers' growing demand for online services and help foster continued innovation across the Internet ecosystem. Accordingly, Netflix supports the proposed Charter - Time Warner Cable transaction if it incorporates the merger condition proposed by Charter.

Sincerely,



Christopher D. Libertelli
Vice President | Global Public Policy
Netflix Inc.



cc:

Chairman Tom Wheeler

Commissioner Mignon Clyburn

Commissioner Jessica Rosenworcel

Commissioner Ajit Pai

Commissioner Michael O'Rielly

Jonathan Sallet, General Counsel,

Bill Lake, Media Bureau Chief

Mindel De La Torre, International Bureau Chief

Matthew DelNero, Wireline Competition Bureau Chief

Roger Sherman, Wireless Telecommunications Bureau Chief

Owen M. Kendler, Office of General Counsel



For Immediate Release

CONTACT: Jeff Sharp, jeff@themanitou.co, [202 285 7040](tel:2022857040)

@COMPTEL, @ChipPickering

COMPTEL: Charter's Peering Policy Move Good News for Open Internet, Over-the-Top Growth

WASHINGTON DC (July 15, 2015) -- Today, Charter Communications filed with the FCC a letter that contains significant changes to its Internet peering policy. Charter is willing to abide by this policy as a condition to FCC approval of its pending merger with Time Warner Cable and Bright House until the end of 2018.

In response to the news from Charter, Chip Pickering, the CEO of COMPTEL released the following statement on behalf of the organization:

"COMPTEL is pleased that Charter has offered modifications to its Internet interconnection policy that promotes consumer access and choice to over-the-top content and will maintain a policy of no access charges.

"Charter's offer to maintain this policy as a condition to its merger goes a long way in addressing concerns that the proposed merger would result in a large ISP with the size and capability to harm the development of online content, apps, and services and harm the open Internet.

"Today, Charter's commitment on Internet interconnection policy further promotes the industry standard on settlement free peering for transit providers, CDNs, and content providers.

This is a free market approach that all ISPs should readily adopt to promote an open Internet, and it is a commitment that should be made in all similar mergers. Specifically, we urge the Commission to ask AT&T why it isn't willing to adopt the same policy with respect to its pending merger with DirecTV.

COMPTEL continues to review other aspects of the proposed Charter merger, and we are withholding our endorsement of the merger at this time. Nonetheless, we are very pleased to see that Charter has made a significant commitment with respect to its Internet interconnection policy, and we commend it for this progress."

About COMPTEL:

Based in Washington, D.C., COMPTEL is the leading industry association representing competitive networks. COMPTEL members are entrepreneurial companies driving technological innovation and creating economic growth through competitive voice, video, and data offerings and the development and deployment of next-generation, IP-based networks and services. COMPTEL advances its members' interests through trade shows, networking, education, and policy advocacy before Congress, the Federal Communications Commission and the courts. COMPTEL works to ensure that competitive communications providers can continue to offer lower prices, better service, and greater innovation to consumers. For more information, [visitwww.comptel.org](http://www.comptel.org) or follow @COMPTEL on Twitter.