

REDACTED – FOR PUBLIC INSPECTION

December 31, 2015

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VIA ECFS

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:

On December 30, 2015, the undersigned, representing Charter Communications, Inc., spoke by telephone with the Commission staff copied at the bottom of this letter. On the call, we discussed Charter's interconnection practices and its recent interconnection agreement with [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION]. As Charter explained in its letter of December 11, 2015, Charter is flexible in adapting settlement-free peering arrangements to different circumstances.¹ Because Charter's 2015 Peering Policy² was based on an agreement with Netflix, it made sense to change certain terms for [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION]. Among other things, [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION] and thus has different interests and different traffic characteristics. Additionally, the 5.9% peak utilization compound growth rate benchmark in the 2015 Peering Policy was based on [BEGIN HIGHLY CONFIDENTIAL INFORMATION]

[END HIGHLY CONFIDENTIAL INFORMATION]

¹ See Letter from S. Feder, Jenner & Block to M. Dortch, Secretary, FCC, re Applications of Charter Communications, Inc., MB Docket No. 15-149, at 3-4 (Dec. 11, 2015) ("December 11 Interconnection Letter"). That letter uses the term "Internet drain" in several instances. An Internet drain is the point that you leave the private network of your ISP and access the Internet via routers from other networks.

² See Letter from S. Feder, Jenner & Block to M. Dortch, Secretary, FCC, re Applications of Charter Communications, Inc., MB Docket No. 15-149 (July 15, 2015) ("2015 Peering Policy" or "Policy").

³ Attached hereto is [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION]

⁴ See December 11 Interconnection Letter at 3.

Charter also did not require any trial interconnection period for **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]** **[END HIGHLY CONFIDENTIAL INFORMATION]** As Charter has previously explained, the trial period contemplated by the 2015 Peering Policy is designed to ensure that new partners meet the technical criteria of the Policy (and do not cause consumer harm).⁶ **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]**

[END HIGHLY CONFIDENTIAL INFORMATION]

The interconnection agreement with **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]**

[END HIGHLY CONFIDENTIAL INFORMATION]

⁵ See *id.* Attachment 3 § 2.

⁶ See Applicants' Opposition to Petitions to Deny and Response to Comments, MB Docket No. 15-149, at 11 (Nov. 2, 2015).

⁷ See December 11 Interconnection Letter Attachment 3 § 1.

⁸ See *id.* Attachment 3 § 11.

⁹ See *id.*

¹⁰ See, e.g., <https://www.atlanticmetro.net/what-is-95th-percentile-billing/>.

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Please do not hesitate to contact me should you have any questions.

Sincerely,

/s/ Samuel L. Feder

Samuel L. Feder

Attachment (Redacted)

cc: Owen Kendler
David Brody
Robert Cannon
Octavian Carare
Adam Copeland
Elizabeth Cuttner
Eric Ralph