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August 29, 2005

Via Hand Delivery

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

**Re: Ex Parte Presentation in MB Docket No. 03-124
National Cable Television Cooperative, Inc.**

Dear Ms. Dortch:

On August 24, 2005, Jeff Abbas and Frank Hughes of the National Cable Television Cooperative, Inc. ("NCTC"), accompanied by the undersigned, met with Donna Gregg, Chief of the Media Bureau, and Media Bureau staff members Bill Johnson, Barbara Esbin, Deborah Klein, Royce Sherlock, Marcia Glauber, and Tracy Waldon to discuss certain issues arising under the Commission's order ("Order") approving the transfer of control of DirecTV to the News Corporation Ltd ("News Corp.").

The discussion centered on the condition adopted by the Commission in the Order under which News Corp. is required to negotiate with a bargaining agent appointed by small cable companies to "bargain collectively" on their behalf with respect to the carriage of regional sports networks ("RSNs") and providing for an "arbitration" remedy in the event such negotiations reach an impasse. Messrs. Abbas and Hughes noted that members of NCTC have expressed an interest in having NCTC engage in collective bargaining with News Corp. pursuant to this provision. NCTC is interested in doing so, but seeks clarification of certain threshold issues.

For example, the Commission's Order establishes specific timetables for the invocation of the arbitration remedy, depending on whether the negotiation is for first-time carriage or for renewal. In addition, where the negotiation relates to renewal of an expired carriage agreement, News Corp. must allow the operator to continue carriage during the period of arbitration; however, this carriage of the programming that is the subject of the negotiation during the arbitration is not required in the case of a "first-time" request for carriage. NCTC suggested that negotiations between News Corp. and a bargaining agent for a first-time collective agreement should be governed by the timetable applicable to new carriage agreements, but that any individual member who has an expired contract should be permitted to continue to carry the RSN during the arbitration.

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Messrs. Abbas and Hughes also discussed the need for clarification regarding the applicability of confidentiality provisions in the existing carriage agreements of operators on whose behalf it engages in collective bargaining. NCTC noted that it believes that the Commission's intent was for the appointed bargaining agent to stand in the shoes of its members and that the collective bargaining condition will be of little value if NCTC's members cannot share with NCTC their current carriage agreement terms (including expiration date, price terms, etc.). NCTC noted that it had communicated its position to News Corp., expressly acknowledging that NCTC would not be permitted to further disclose to its individual members or to any other third parties (other than NCTC's attorneys) any information received from another individual member. However, News Corp. has been unwilling to give NCTC assurances that it will not seek to enforce confidentiality provisions in existing agreements against NCTC's members.

Pursuant to Section 1.1206(b) of the Commission's rules, an original and one copy of this letter are being submitted to the Secretary's office for inclusion in the record of the above-referenced proceeding.

If there are any questions regarding this matter, please communicate directly with the undersigned.

Respectfully submitted,



Seth A. Davidson

Enclosure

cc: Donna Gregg
Bill Johnson
Deborah Klein
Barbara Esbin
Marcia Glauberman
Royce Sherlock
Tracy Waldon
Qualex International