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February 28, 2006

BY ELECTRONIC FILING

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

**Re: Comcast-Time Warner-Adelphia Applications for Consent to the Assignment
and/or Transfer of Control of Licenses, MB Docket No. 05-192**

Dear Ms. Dortch:

Time Warner Inc. ("Time Warner") hereby responds to the recent *ex parte* notices filed by the Communications Workers of America ("CWA") describing presentations made by the CWA to Commissioner Adelstein and Rudy Briocche of his staff and to Jordan Goldstein of Commissioner Copps' staff regarding the above-referenced proceeding.¹ As part of these presentations, CWA repeated certain previously-stated claims concerning the allegedly "negative" impact on its members of the transactions under review in this proceeding.² CWA's allegations have been thoroughly rebutted on several occasions, most recently in a letter filed by Time Warner, Comcast, and Adelphia (the "Applicants") dated January 25, 2006.

For example, the CWA *ex parte* notices repeat the claim that the Asset Purchase Agreement ("APA") requires employees to "reapply" for their jobs. In fact, as the Applicants established in their January 25, 2006 letter, the APA provides that all applicable employees of the acquired systems will be offered employment and there is no requirement that employees "reapply" for their jobs. Equally unfounded is CWA's repeated assertion that Time Warner

¹ Letter from Kenneth R. Peres, Research Economist, Communications Workers of America, to Marlene Dortch, Secretary, Federal Communications Commission, dated February 23, 2006; Letter from Kenneth R. Peres, Research Economist, Communications Workers of America, to Marlene Dortch, Secretary, Federal Communications Commission, dated February 27, 2006 (the "CWA *ex parte* notices").

² The CWA *ex parte* notices also repeated certain claims regarding the allegedly "deleterious" effect of the transactions on competition. These claims already have been thoroughly rebutted by the Applicants on numerous occasions, including the above-referenced January 25, 2006 letter.

Cable ("TWC") will "discriminate" against union employees. In the January 25, 2006 letter, it was noted that TWC expected that the wages offered to represented employees would reflect either their wages immediately prior to the close of the transactions or the wages paid to TWC employees in the same geographic region. And in fact, TWC has offered all of the represented workers in the systems being acquired "a starting wage rate equal to [the employee's] wage rate with Adelphia just prior to the Closing Date."³

Please do not hesitate to contact the undersigned if you have any questions concerning this matter.

Respectfully submitted,



Seth A. Davidson
Counsel for Time Warner Inc.

cc: Best Copy and Printing, Inc.
Commissioner Adelstein
Rudy Brioche
Jordan Goldstein
Donna Gregg
Sarah Whitesell
Royce Sherlock
Marcia Glauberman
Tracy Waldon
Wayne McKee
Jim Bird
Neil Dellar
Ann Bushmiller
Julie Salovaara
JoAnn Lucanik
Kimberly Jackson
Jeff Tobias

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³ An example of the letter that Time Warner sent to Adelphia employees offering them employment is attached hereto. Time Warner notes also that CWA included Commissioner Adelstein and his staff on the list of recipients of an e-mail sent by Mr. Peres to Steven Teplitz, Vice President and Associate General Counsel, Time Warner Inc., on February 24, 2006 in which Mr. Peres made additional allegations regarding Time Warner's behavior towards union employees. Time Warner has rebutted the allegations in Mr. Peres' e-mail in a letter dated February 27, 2006, a copy of which is attached hereto for inclusion in the record in this proceeding.



February 17, 2006

We are pleased to offer you employment with Time Warner Cable ("TWC") in your current position at your current location beginning on the date TWC's purchase of Adelphia assets is complete and the management of your location transfers to TWC (the "Closing Date").

We are offering you a starting wage rate equal to your wage rate with Adelphia just prior to the Closing Date. In addition, you are eligible to enroll in certain Time Warner Cable benefit plans, including medical, dental and vision coverage; health and child care flexible spending accounts; short and long term disability benefits; and life insurance in accordance with TWC's current eligibility requirements, employee contributions and payments and other plan or policy conditions. Other initial terms and conditions of employment, including but not limited to Company Rules, Policies, Procedures, and pay practices will be provided to you in future communications.

We expect to open up the Time Warner Cable "onboarding" system approximately eight weeks prior to the Closing Date so you can go online to accept this offer of employment and enroll in benefits. We will let you know in advance when the onboarding system is open. It will be necessary for you to make benefit elections during the onboarding period to ensure there is no gap in your coverage with TWC. You will be given a specified period of time to accept your offer of employment and enroll in benefits in the onboarding system.

Your employment with TWC will be at-will and is not governed by any individual contract or collective bargaining agreement. As such, you or the Company may terminate your employment at any time, with or without prior notice, for any reason not prohibited by law. Nothing in this offer is intended to create a contract for employment, guarantee of continued employment with the Company, or guarantee of any particular compensation or benefit level. Your employment with TWC is contingent upon the following: (a) the successful completion of the transaction between Adelphia and TWC; (b) you remaining an employee of Adelphia at your current work location through the Closing Date; (c) you not being on disability or medical leave of absence for more than 180 days from the time of your last day of active employment through the Closing Date, and, if you are on a medical or disability leave for less than 180 days as of the Closing Date, your being capable of working for TWC in accordance with Company policies, practices and procedures upon your return to work; (d) your not being on a leave of absence which prohibits your reinstatement to active employment (unless otherwise required by applicable law); and (e) passing a pre-employment background check, drug screen and, for certain positions, a physical examination. If for some reason it is later determined that you received this letter in error, this letter will be void and have no effect.

We hope that your employment with the Company will prove to be exciting and beneficial for you and we look forward to having you aboard. If you have any questions, please contact your Adelphia Human Resources representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Mathews".

Tom Mathews,
Senior Vice President, Human Resources

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Stamford, CT 06902
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kevin.smith@twcable.com

Kevin M. Smith
Vice President and Chief Counsel, Labor



VIA OVERNIGHT MAIL

February 27, 2006

Kenneth Peres
Communications Workers of America
Economist
501 Third Street NW
Washington, DC 20001

Dear Mr. Peres:

Your email message to Steven Teplitz of Friday evening, February 24, has been forwarded to me for a response. In your email you contend that "entirely inappropriate statements" were made to workers of Adelpphia by Greg Drake, Senior Counsel for Time Warner Cable. You further claim that Mr. Drake's remarks "directly contradict verbal commitments made by Time Warner Cable CEO Glenn Britt, and written commitments made by VP Deane Leavenworth." Finally, you assert that the statements were made in an attempt to directly influence the outcome of a decertification election to be held on Wednesday and Thursday, March 1 and 2, in which Adelpphia's unionized workers will vote on whether they wish to continue to be represented by the CWA.

I do not know the source of your information, but from both the tenor and content of your letter, it appears that you have been misinformed. In addition, you attempt to establish claims of verbal commitments from Glenn Britt which Mr. Britt has never made. Permit me, if you will, to set the record straight.

The meetings you refer to in your email were organized, arranged, and held by Adelpphia, not Time Warner Cable, and attendance at them by the employees was entirely voluntary. Mr. Drake was invited to speak to the employees during the meetings, and the presentations he gave at the meetings consumed about fifteen to twenty minutes of time, which in general constituted less than one-fourth of the total meeting.

At no time did Mr. Drake, a seasoned labor lawyer, ever state that he would not negotiate any of Time Warner Cable's benefits; on the contrary, what he told the employees in attendance was that such benefits, like other terms and conditions of employment, are items of negotiation in collective bargaining. Mr. Drake reiterated during the meetings, sometimes on multiple occasions, that he could not predict the outcome of negotiations, that he could make no promises to employees, and that he was

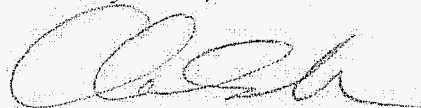
not making any threats to them either---that the outcome of the negotiations could result in more, less, or the same. Mr. Drake provided examples of union contracts in existence at Time Warner Cable, and also provided the employees some statistics about percentages of unionized versus non-unionized employees at Time Warner Cable. The employees were also told, during the meetings, that (consistent with the offer letters they acknowledged receiving) they would be initially employed by Time Warner Cable at the same rate of compensation they are receiving at the time of the close of the deal---precisely the commitment that Time Warner Cable made to the LA City Council. In addition, the employees were advised by Adelpia's Director of Labor Relations, Tom Pierce, that a recently negotiated 1.5% wage increase, if approved by the members, would, in fact, be significantly eroded by the 1.3% of pay that CWA collects from its members for dues.

In sum, Mr. Drake's statements, as well as the other statements made at the meetings, were entirely within the parameters of permissible communication, both under the National Labor Relations Act and in accordance with the limited commitments Time Warner Cable made to the LA City Council. At no time did Mr. Drake threaten employees with a loss of benefits, nor did he state he would not negotiate certain items, as you contend. He *did* add, incidentally, that if the employees decided to retain the CWA as their representative for collective bargaining, Time Warner Cable would negotiate in good faith, but that Time Warner Cable would bargain hard--again, a statement entirely within the bounds of permissible communication, both legally and as set forth by Deane Leavenworth to the City Council.

Finally, you claim that Mr. Drake's statements "directly contradict commitments made verbally" by Glenn Britt. What those "verbal commitments" might be, you do not say. In fact, Glenn Britt has never made any commitments, verbal or otherwise, to or about the CWA.

In light of the facts set forth herein, there is no reason to draft the letters and make the retractions you seek, because there was no unlawful or inappropriate conduct at any of these employee meetings. Rest assured, however, that Time Warner Cable has lived up to its commitments to the City Council, and is a firm believer in, and supporter of, employee free choice in the selection of employee representatives. We would hope that CWA feels the same way.

Sincerely Yours,



Kevin Smith

Cc: Steven Teplitz