

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



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Joint Application of Charter Communications, Inc., Charter Communications Holdings, LLC, and Cox Enterprises, Inc. for Approval Pursuant to Public Utilities Code Section 854 of the Indirect Transfer of Control of Cox California Telcom, LLC (U-5684-C).

Application 25-07-016

**JOINT MOTION OF CHARTER COMMUNICATIONS, INC. AND CALIFORNIA
EMERGING TECHNOLOGY FUND FOR ADOPTION OF SETTLEMENT
AGREEMENT**

[PUBLIC VERSION]

Pursuant to Rule 12.1 of the California Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure (“Rules”), Charter Communications, Inc. (“Charter”) and the California Emerging Technology Fund (“CETF,” and together with Charter, the “Settling Parties”) request that the Commission adopt the Memorandum of Understanding (“MOU” or “Agreement”) executed by the Settling Parties on April 30, 2026 in connection with Application (“A.”) 25-07-016 (the “Proceeding”).¹ A copy of the MOU is attached hereto as Exhibit 1.²

¹ Charter, Charter Communications Holdings, LLC (“Charter Holdings”), Cox Enterprises, Inc. (“CEI”), and Cox California Telcom, LLC (“Cox California”) (collectively, the “Joint Applicants”) submitted A.25-07-016, Joint Application of Charter Communications, Inc., Charter Communications Holdings, LLC, and Cox Enterprises, Inc. for Approval Pursuant to Public Utilities Code Section 854 of the Indirect Transfer of Control of Cox California Telcom, LLC (U-5684-C) (July 30, 2025) (the “Joint Application”) requesting Commission approval for the indirect transfer of control (the “Transfer”) of Cox California to Charter. The Transfer is part of a larger national transaction, announced on May 16, 2025, between Charter, Charter Holdings, and CEI that will result in a combination of Charter and Cox Communications, Inc. (“Cox”) under common ownership (the “Transaction”).

² A Motion for Leave to File Under Seal the Confidential Version of the MOU has been filed concurrently with this motion. To the extent that there is any discrepancy between the description of the MOU in this Motion and the terms of the MOU, the terms of the MOU attached as Exhibit 1 control.

I. INTRODUCTION

The MOU is the product of substantial and lengthy negotiations, through which the Settling Parties were able to reach an agreement, and reflects the resolution of all concerns raised by CETF in this Proceeding.³ In alignment with the Commission's policy of promoting settlements, including specifically the expressed statement of the Assigned Commissioner in this Proceeding,⁴ the MOU represents a comprehensive resolution of disputed issues among the Settling Parties, while also avoiding the burden, cost, delay, and uncertainty associated with continued litigation.⁵ The Settling Parties agree that the Transfer, together with the additional commitments contained within the terms of the MOU, will result in numerous, defined public interest benefits pursuant to the applicable requirements of Section 854 of the Public Utilities Code. The MOU satisfies all procedural and substantive requirements, including the settlement approval standards in Rule 12.1(d). Its terms also are consistent with and expand upon the commitments Charter has made in its testimony and other settlements in this Proceeding.⁶ The Settling Parties thus request that the

³ See Intervenor Testimony of Sunne Wright McPeak, President and CEO, California Emerging Technology Fund, A.25-07-016 (Feb. 11, 2026) ("Opening Testimony of Sunne Wright McPeak"); Rebuttal Testimony of Sunne Wright McPeak, President and CEO, California Emerging Technology Fund, A.25-07-016 (Mar. 11, 2026); Supplemental Testimony of Sunne Wright McPeak, President and CEO, California Emerging Technology Fund, A.25-07-016 (Apr. 9, 2026); see also Supplemental Testimony of Dr. Pedro Antonio Noguera, on behalf of CETF, A.25-07-016 (Apr. 9, 2026) ("Supplemental Testimony of Dr. Pedro Antonio Noguera").

⁴ See, e.g., Prehearing Conference Transcript at 4:6-12, A.25-07-016 (Oct. 3, 2025) ("[O]ur office encourages the parties to look for any common ground; and we will work with Judge Ormond to dispose of any settlements in an efficient manner.").

⁵ See *Order Instituting Investigation on the Commission's Own Motion into the Operations and Practices of Pacific Gas and Electric Company Regarding Anti-Smart Meter Consumer Groups*, D.14-01-038, 2014 Cal. PUC LEXIS 4; *Application of Pacific Gas and Electric Company to Recover Costs Related to the 2008 Wildland Fires Recorded in the Catastrophic Event Memorandum Account Pursuant to Public Utility Code Section 454.9*, D.09-10-046, 2009 Cal. PUC LEXIS 551; *Order Instituting Investigation on the Commission's Own Motion into the Rates, Operations, Practices, Services and Facilities of Southern California Edison Company and San Diego Gas and Electric Company Associated with the San Onofre Nuclear Generating Station Units 2 and 3 and Related Matters*, D.14-11-040, 2014 Cal. PUC LEXIS 554.

⁶ See Joint Motion of Charter and CETF for Adoption of Settlement Agreement, A.25-07-016 (Apr. 29, 2026) ("Charter-Cal Advocates Settlement Motion").

Commission approve and adopt the MOU without modification and approve the Transfer expeditiously so that Joint Applicants can complete the Transaction and bring these and other public interest benefits to California quickly. In addition, as required by the Commission’s Rule 12.1(c),⁷ the urgency of adopting the settlement proposal is addressed here and in the separately filed motion to modify the Proceeding schedule. Given this urgency, the Settling Parties agreed as part of the MOU, to work “in good faith to accelerate the Commission’s consideration of this Agreement and facilitate a final Commission decision by June 30, 2026.”⁸ *However*, the Settling Parties acknowledge that meeting such a timeline may not be reasonably possible at this time without placing undue strain on the Commission. Accordingly, the Settling Parties respectfully request that the Commission reach a final decision no later than August 13, 2026.

II. BACKGROUND

Joint Applicants submitted an application requesting approval of the Transfer on July 30, 2025. On October 31, 2025, CETF moved for party status in the Proceeding, which was granted on November 17, 2025.⁹ Following an extensive review of the record and substantial negotiations, the Settling Parties reached the MOU, which settles and resolves all issues raised by CETF about the Transfer. On April 29, 2026, the parties to the Proceeding held a properly noticed settlement conference, providing all parties as of that date with an opportunity to discuss potential settlements, as required under Rule 12.1(b).¹⁰ Prior to the Rule 12.1(b) conference, the terms of the MOU were

⁷ Rule 12.1(c) provides that, where delay beyond a certain date would invalidate the basis for a settlement proposal, the motion must clearly state the urgency of adopting the proposal.

⁸ MOU at 2.

⁹ Motion of California Emerging Technology Fund Requesting Party Status, A.25-07-016 (Oct. 31, 2025).

¹⁰ Rule 12.1(b) requires that “Prior to signing any settlement, the settling parties shall convene at least one conference with notice and opportunity to participate provided to all parties for the purpose of discussing settlements in the proceeding.”

shared with non-settling parties on April 28, 2026.¹¹ All terms of the MOU are expressly contingent upon the Commission's approval of the Application, including, but not limited to, Charter's acceptance of any and all conditions imposed by the Commission as part of its approval of the Application, the completion of the Transfer, and the consummation of the Transaction.

III. THE MOU IS REASONABLE IN LIGHT OF THE WHOLE RECORD, CONSISTENT WITH LAW, AND IN THE PUBLIC INTEREST.

Rule 12.1(d) states that the Commission will approve a settlement agreement when the parties demonstrate that the agreement is (1) reasonable in light of the whole record, (2) consistent with law, and (3) in the public interest.¹² In evaluating settlements, the Commission has recognized a strong public policy interest in favoring settlements, and, consistent with that policy, has actively encouraged parties to pursue settlement in this Proceeding.¹³ After comprehensive review of the record and extensive negotiations, the Settling Parties have reached an MOU that satisfies each element of this standard, and addresses each of the scoped issues in this Proceeding, as discussed below.

First, the terms of the MOU are reasonable in light of the whole record. In addition to the general record established in support of the Transfer, Charter has made substantial additional commitments with respect to broadband affordability and adoption; sales practices and advertising of low-income offers; financial support for a broad array of digital inclusion programs; infrastructure upgrades, network evolution, and expansion investments; Tribal and other stakeholder consultation and outreach; small business and workforce development investments;

¹¹ TURN, Center for Accessible Technology, WISPA, and the Media Alliance were provided the draft MOU subject to the confidentiality obligations of Rule 12.6 and/or the relevant non-disclosure agreement. The other intervenors were offered the ability to view the MOU by Charter but did not respond to the offer.

¹² See Rule 12.1(d).

¹³ See *supra*, note 4.

and continued participation and reporting under the Commission’s General Order (“GO”) 156. Accordingly, the MOU directly addresses the broad array of issues CETF raised in this Proceeding for the Transaction to offer an “appropriate, fair and comparable” set of public benefits to consumers, particularly in the areas of broadband deployment, digital inclusion, affordable offers, and compliance with GO 156 and the Commission’s Environmental and Social Justice Action Plan. The MOU resolves all concerns expressed by CETF about the Transfer in its pleadings and testimony. In light of the record evidence presented in this Proceeding and the extensive negotiations between the Settling Parties, the commitments reflected in the MOU, together with Charter’s concurrently-filed settlement with the Public Advocates Office at the California Public Utilities Commission (“Cal Advocates”) in this Proceeding,¹⁴ are fundamentally reasonable as a complete resolution of all relevant issues addressed by CETF (and other parties) in this Proceeding.

Second, the MOU is fully consistent with the requirements of Section 854 and with all other applicable provisions of California law. Section 854 requires Commission approval of any transfer of control of a public utility and directs the Commission to determine whether a proposed transfer of control is in the public interest. The MOU imposes no conditions that conflict with any applicable statute, Commission decision, or General Order. As discussed further below, the Transfer, together with the terms of the MOU, is not only entirely consistent with all applicable law, it amply satisfies the applicable Section 854 criteria for complete Commission adoption of the MOU and Charter’s concurrently-filed settlement with Cal Advocates,¹⁵ without any necessary modification, and approval of the Transfer without the need for additional conditions.

¹⁴ See Charter-Cal Advocates Settlement Motion.

¹⁵ See *id.*

Third, the public interest supports adoption of the MOU. While Joint Applicants believe the Application alone provided sufficient public interest benefits to support approval of the Transfer, CETF believed further commitments were necessary consistent with CETF’s position in other past telecommunications transactions and the specific facts of this proposed Transaction. The conditions set forth in the MOU resolve all the concerns raised by CETF in this Proceeding in a manner that will provide significant additional public benefits across the company’s post-Transaction California footprint (the “Combined Company Service Area”). The record makes clear that consumers will be better off if the Transfer is approved by the Commission, inclusive of the terms of this MOU. The MOU further advances the state’s Broadband for All goals¹⁶ and the Commission’s Environmental and Social Justice (“ESJ”) Action Plan.¹⁷ Because the conditions set forth in the MOU specifically address the concerns raised by CETF in this Proceeding, and they will, in turn, produce concrete and durable benefits for California consumers, particularly low-income households, Tribes, small businesses, and community-based organizations, Commission approval of the MOU is demonstrably in the public interest and should be expeditiously approved.

A. The MOU satisfies the criteria of Section 854.

The Transfer that is the subject of the Commission’s review in this Proceeding meets the public interest standard of Section 854(a),¹⁸ under which the Commission generally considers

¹⁶ See Cal. Dep’t of Tech., *Broadband for All*, <https://broadbandforall.cdt.ca.gov>.

¹⁷ See Cal. Pub. Utils. Comm’n, *Environmental and Social Justice Action Plan* (Version 2.0, Apr. 7, 2022), <https://www.cpuc.ca.gov/esjactionplan> (“CPUC ESJ Action Plan”), particularly Appendix A, ESJ Action Items relating to digital divide and digital inclusion issues..

¹⁸ Pub. Util. Code § 854(a).

“whether the transaction will be adverse to the public interest,”¹⁹ and would also amply meet any additional requirement set forth in Sections 854(b) and (c), to the extent applicable.²⁰ Section 854(b) directs the Commission to consider whether a transaction will provide “short-term and long-term economic benefits to *ratepayers*” (emphasis added) and “[n]ot adversely affect competition.” While Cox California does not have regulated ratepayers, as such term is contemplated in Section 854(b), if it did have ratepayers, the Agreement would still clearly demonstrate enforceable benefits. Further, Section 854(c) directs the Commission to weigh specified public interest factors to determine whether the Transfer is, “on balance,” in the public interest. The Commission “need not find that each criterion is independently satisfied” but must find that, on balance, the transaction serves the public interest,²¹ which standard is clearly met. Irrespective of the specific section that applies to the Commission’s review in this Proceeding, the MOU fundamentally satisfies each relevant and applicable public interest standard of Section 854.

The MOU is comprehensive and sets forth in detail the terms by which the Settling Parties have resolved all disputed issues. Specifically, the MOU reflects CETF’s agreement that, based

¹⁹ *In re Joint Application of Primus Telecommunications, Inc. (U-5513-C) and PTUS, Inc. for Approval of a Transfer of Control*, D.13-09-017 at 3, 2013 Cal. PUC LEXIS 461, at *3-4 (internal quotation marks omitted).

²⁰ Joint Applicants reserve their rights with respect to their position that Sections 854(b) and 854(c) should not apply to the Transaction. As to Section 854(b), Joint Applicants reserve their rights with respect to their position that statutory references to “ratepayers” in Section 854 is intended to include only utility customers, but respectfully submit that the relevant statutory requirements are also satisfied with respect to broadband customers of Joint Applicants’ non-utility affiliates. However, Joint Applicants respectfully submit that the MOU satisfies Section 854 irrespective of the applicable subsection. *See* Joint Application of Charter Communications, Inc., Charter Communications Holdings, LLC, and Cox Enterprises, Inc. for Approval Pursuant to Public Utilities Code Section 854 of the Indirect Transfer of Control of Cox California Telecom, LLC (U-5684-C) at 12-13, A.25-07-016 (July 30, 2025); A.25-07-016, Joint Reply of Charter Communications, Inc., Charter Communications Holdings, LLC, Cox Enterprises, Inc., and Cox California Telecom, LLC (U-5684-C) to Protests at 2-5 (Sept. 15, 2025).

²¹ *See In re the Joint Application of GTE Corporation (“GTE”) and Bell Atlantic Corporation (“Bell Atlantic”) to Transfer Control of GTE’s California Utility Subsidiaries to Bell Atlantic, Which Will Occur Indirectly as a Result of GTE’s Merger with Bell Atlantic*, D.00-03-021, 2000 Cal. PUC Lexis 211, at *198.

on the commitments set forth therein, the concerns expressed in CETF’s pleadings, testimony, and appearances regarding the Transfer are fully resolved. The MOU includes many more new, substantive commitments and directly addresses issues raised by other parties in this Proceeding, such as affordability, access to low-income offers, infrastructure upgrades, public access to WiFi, workforce development, Tribal outreach, and compliance with GO 156. As a result, the Settling Parties fundamentally agree that the Transfer, particularly when considered together with the robust public benefit commitments set forth in the MOU, not only meets the applicable public interest standard under Section 854(a), it would amply meet any standards (to the extent applicable) under Section 854(b) and Section 854(c) by generating significant public interest benefits that fully support Commission adoption of the MOU and approval of the Transfer.

Key elements demonstrating how the MOU satisfies the criteria of Section 854 include the following:

Broadband Affordability (Section 854(a), (b)(1), and (c)(6)).

New Standalone Low-Income Broadband Plan. Charter agrees to establish a new, standalone (*i.e.*, not LifeLine-limited) residential home plan that will provide new and existing low-income eligible customers access to 100/20 Mbps service for \$20 per month (referred to in the MOU as the “California Affordable Internet Service Tier”). Specifically, Charter has committed to offering the California Affordable Internet Service Tier for five years, with no long-term contracts or early termination fees, that will provide low-income consumers across the Combined Company Service Area with affordable, fixed-price broadband access at \$20 per month. When coupled with the California LifeLine Broadband Pilot Program’s (the “Broadband Pilot”) \$20 per month subsidy for standalone broadband service, eligible enrolled customers will pay *no*

net monthly charge for this service. This alone directly addresses what CETF's filings²² in this Proceeding have identified as one of the primary barriers to broadband adoption, *i.e.*, affordability.²³

Further, by making the California Affordable Internet Service Tier available to *existing* eligible low-income customers as well as new customers across the Combined Company Service Area, the MOU addresses CETF's other primary concern that Charter's current low-cost offerings are not available to anyone who has been an existing Charter customer within the 30 days prior to accessing a low-income plan.²⁴ The record also demonstrates that this new California Affordable Internet Service Tier will *double* the speeds currently available to low-income customers under Charter's Spectrum Internet Assist offering (currently, 50/10 Mbps) at a *reduced* price point of \$20 per month compared to the rate for Charter's standard Spectrum Internet Advantage service (that will result in no net monthly charge for Broadband Pilot participants),²⁵ all while materially

²² Opening Testimony of Sunne Wright McPeak at 9 (Feb. 11, 2026).

²³ Beyond the California Affordable Internet Service Tier described herein, Charter also commits through its settlement agreement with Cal Advocates to create four additional LifeLine-specific tiers of service in California, described as the "New California LifeLine Service Tiers," which will establish the following:

- a. Standalone 100/20 megabits per second ("Mbps") residential home internet access service for \$20 per month;
- b. Standalone 500/20 Mbps residential home internet access service for \$50 per month;
- c. Bundled 100/20 Mbps residential home internet access service plus residential wireline voice service for a bundled price of \$30 per month with a portion of the price allocated to internet and a portion allocated to voice, in Charter's discretion; and
- d. Bundled 500/20 Mbps residential home internet access service plus residential wireline voice service for a bundled price of \$50 per month with a portion of the price allocated to internet and a portion allocated to voice, in Charter's discretion.

All pricing will be fixed, for the duration of the five-year term of the New California LifeLine Service Tiers, with the exception of any government-imposed taxes and fees applicable to these services.

²⁴ Opening Testimony of Sunne Wright McPeak at 9-10 (Feb. 11, 2026).

²⁵ See Charter Communications, *Spectrum Internet Assist*, <https://www.spectrum.com/internet/spectrum-internet-assist>; Opening Testimony of Adam Falk, Senior Vice President, State Government Affairs, Charter

increasing the eligibility criteria relative to Charter’s Spectrum Internet Assist offering.²⁶ Further still, Charter has committed to a \$1.5 million investment over five years, with a minimum spend of \$300,000 per year, to make consumers aware of the new California Affordable Internet Service Tier as well as Charter’s other affordable internet offerings with marketing targeted to low-income communities in California.

This will provide immediate, meaningful savings to an expanded population of low-income customers across the Combined Company Service Area, and the five-year fixed rate provides stable, long-term access that low-income families and digitally disadvantaged households need to remain connected.

Continuity of Existing Cox Low-Income Plans. The MOU also ensures continuity for customers currently enrolled in Cox’s existing low-income service plans. Specifically, Charter commits that, for a minimum of five years after the close of the Transaction, existing Cox customers in California enrolled in a qualifying low-income service tier may remain on that plan (assuming they continue to meet the applicable eligibility requirements in place at closing). This commitment directly addresses all concern that existing Cox low-income customers can remain on those plans for *at least* five years after the Transaction. In addition, because Charter will establish

Communications, Inc., on Behalf of Joint Applicants, A.25-07-016 at 27-28 (Jan. 30, 2026) (“Opening Testimony of Adam Falk”).

²⁶ See Opening Testimony of Adam Falk at 27-28. The California Affordable Internet Service Tier offered under the MOU expands eligibility beyond Spectrum Internet Assist’s current qualifying programs to include any California customer enrolled in one of the following benefit programs: Medicaid/Medi-Cal; Low Income Home Energy Assistance Program (“LIHEAP”); Supplemental Security Income (“SSI”); Federal Public Housing Assistance or Section 8; CalFresh, Food Stamps or Supplemental Nutrition Assistance Program (“SNAP”); Women, Infants and Children Program (“WIC”); National School Lunch Program (“NSL”); Temporary Assistance for Needy Families (“TANF”); California Work Opportunity and Responsibility to Kids (“CalWORKs”); Stanislaus County Work Opportunity and Responsibility to Kids (“StanWORKs”); Welfare-to-Work (“WTW”); Greater Avenues for Independence (“GAIN”); Tribal TANF; Bureau of Indian Affairs General Assistance; Head Start Income Eligible (Tribal Only); Food Distribution Program on Indian Reservations; and Federal Veterans and Survivors Pension Benefit Program.

a new California Affordable Internet Service Tier under the terms of the MOU, which will be available to all eligible new and existing customers, existing Cox low-income subscribers will have the choice either to remain on their current plan or to *voluntarily* select Charter's new California Affordable Internet Service Tier described herein, or any one of the New California LifeLine Service Tiers when participating in the Broadband Pilot.²⁷

Call Center Training. The record reflects that Charter provides substantial training to its call center agents, including focused instruction on solutions for low-income customers. Consistent with Charter's stated philosophy that lower prices and better value encourage customers to choose and remain with the company, Charter trains its call center agents to clearly explain the full suite of offerings so that customers understand the options available to them and, where appropriate, are informed of offerings that may provide greater value or savings for their individual circumstances.²⁸ Throughout this Proceeding, CETF provided the Opening and Rebuttal Testimony of Rigo Hernandez, its Get Connected Call Center Manager, to support its concern that, when a potential low-income consumer calls the Charter Call Center to ask about Charter's affordable offerings, Charter's call center agents must be appropriately trained to promptly identify its low-income offerings when the caller expresses an interest in such plans, provide without undue delay accurate information about such offerings, and be able to assist the caller with accurate enrollment information.

Accordingly, Charter makes specific commitments under the terms of the MOU to establish and document clear enrollment processes for Charter's low-income internet service offerings, including the California Affordable Internet Service Tier, and to ensure that all relevant call center

²⁷ See *supra*, note 23.

²⁸ See Rebuttal Testimony of Tony Guevara, Senior Vice President, Inbound and Outbound Sales Charter Communications, Inc. on Behalf of Joint Applicants, at 2-3, 5, A.25-07-016 (Mar. 4, 2026).

agents receive training and have access to materials designed to provide adequate information regarding the availability of, and processes to enroll in, these low-income offerings. Charter *further* commits that all of Charter’s relevant training materials will be designed to ensure that when a prospective or existing customer in California inquires about Charter’s affordable offerings, its call center agents are trained to identify, *in a professional manner and without undue delay*, whether or not the caller may qualify for an affordable offering, and to be able to describe such offerings accurately to the prospective or existing customer. Charter has additionally committed to receiving input from CETF, based on its significant experience with its Get Connected Call Center, about how Charter’s call center agents can be the most helpful to prospective and existing customers who qualify for affordable offers.

The Settling Parties agree, and CETF appreciates, that this commitment from Charter resolves CETF’s concerns raised in this Proceeding regarding Charter’s sales activities relating to low-income plans, and, in combination with the robust affordability commitments in the MOU, will deliver significant and sustained public interest benefits to California’s low-income population upon Commission approval of the Transfer.

Digital Inclusion and Broadband Adoption (Section 854(a), (b)(1), and (c)(6)). Charter agrees to make a **\$30 million** investment in a broad array of digital inclusion programs in California, which addresses what CETF’s filings in this Proceeding have identified as a range of barriers to broadband adoption—cost, relevance, and digital literacy—through a comprehensive approach that CETF has developed and refined over nearly two decades of statewide broadband adoption work. The \$30 million commitment to CETF will be allocated as follows: **\$20.5 million** will go to CETF to support its mission of advancing broadband adoption through community-based outreach, in-language and in-culture engagement, and digital literacy training programs in

the Combined Company Service Area; **\$7 million** will go specifically to Regional Broadband Consortia (“RBCs”) and Metropolitan Planning Organizations (“MPOs”) to fund targeted outreach and community-based digital inclusion engagement efforts in the Combined Company Service Area; and **\$2.5 million** will go to a new CETF Green Technology Initiative aimed at addressing the device access barrier and building a sustainable supply chain for refurbished computers that can be distributed to low-income households completing free digital literacy training.

Using this funding, CETF has committed to undertake its best efforts in partnership with community-based organizations and other municipal partners to close the digital divide for 100,000 low-income households, of which CETF estimates that 70,000 are unconnected (*i.e.*, the household does not subscribe to any internet service) and 30,000 are underconnected (*i.e.*, the household subscribes only to mobile service and accesses the internet through a mobile device), by assisting those households in subscribing to an affordable home internet service and providing them with digital literacy training. CETF additionally estimates that 60,000 households are unsustainably connected (*i.e.*, the household is paying a monthly rate for internet service that exceeds a percentage of household income that could categorize the household as “unsustainable” for that household²⁹). CETF recognizes that Charter’s investment in digital inclusion programs managed by CETF is intended to help close the digital divide through increased broadband adoption within the Combined Company Service Area. Tackling poverty through investments in digital inclusion programs to get low-income households online and digitally proficient is a

²⁹ For example, in 2016, the FCC adopted a 2 percent of disposable income benchmark as a “yardstick” that could be used to chart changes in affordability. *See In re Lifeline & Link Up Reform & Modernization, Third Report and Order, Further Report and Order, and Order on Reconsideration*, 31 FCC Rcd 3962, 4113 ¶ 408 n.1012 (2016). Specifically, the FCC observed that the 2 percent level was a useful “yardstick for charting changes,” while cautioning that it was “not an inherently meaningful level.” *Id.*

foundational strategy that aligns with CETF’s testimony by Dr. Pedro Noguera,³⁰ and meets the Commission’s objectives under its ESJ Action Plan.

Infrastructure Investment and Broadband Deployment (Section 854(a), (b)(1), (c)(2), and (c)(6)). Charter commits to invest at least **\$275 million** as part of its major initiative to evolve its existing network in California. As a result of this substantial investment, Charter will finish upgrading its legacy California service area to symmetrical one-gigabit speed capability within three years, which will benefit consumers throughout Charter’s existing service area with substantially improved broadband speeds and capacity. The enforceable milestone schedule — 35% complete within one year, 70% within two years, and 100% within three years — ensures that this investment is made efficiently and promptly, and the commitment will be backed by a performance bond in the amount of \$8.25 million.

Beyond Charter’s significant financial commitment to complete its network evolution, which will expand access to gigabit symmetrical broadband service across Charter’s California footprint, Charter also commits in the MOU to serve as a potential safety net for the final broadband serviceable locations (“BSLs”) it identified as remaining unserved or underserved — and currently subject to provisional awards to other internet service providers — in the Broadband Equity, Access, and Deployment (“BEAD”) Program.³¹ The MOU also addresses CETF’s concern, shared by other intervening parties, that if California’s BEAD final proposal does not ultimately receive federal approval, these unserved and underserved BSLs may continue to lack

³⁰ See Supplemental Testimony of Dr. Pedro Antonio Noguera.

³¹ See Rebuttal Testimony of Adam Falk, Senior Vice President, State Government Affairs, Charter Communications, Inc., on Behalf of Joint Applicants at 16-17, A.25-07-016 (Mar. 4 2026) (noting the record evidence demonstrating that approximately “5,000 locations within Charter’s California service territory remained ‘unserved’ or ‘underserved’ within the meaning of the BEAD Program by the time the Commission conducted its BEAD subgrantee selection process, and, as noted in the Commission’s BEAD Final Proposal, every BEAD-eligible location is covered by a provisional award”).

broadband service. Accordingly, Charter specifically commits, in the event that California's provisional BEAD awards do not receive final approval, Charter will, subject to certain exceptions, submit at least one bona fide application for state or federal broadband grant funding to deploy last-mile broadband infrastructure to serve those remaining locations, with a Charter capital contribution of up to \$3,000 per funded location. This commitment represents an additional material public interest benefit, because it addresses the concerns raised in the record that BEAD funding for the final unserved or underserved locations in Charter's footprint may not materialize, leaving such households without broadband connectivity.

Public WiFi Access and Anchor Institutions (Section 854(a), (b)(1), and (c)(6)).

Charter commits to provide free broadband service and WiFi service, at no charge, to 50 eligible anchor institutions for five years, thereby expanding public internet access at schools, libraries, community centers, and other community-serving facilities.³² As a condition of receiving free broadband and WiFi service under the terms of the MOU, each anchor institution will be required to provide appropriate signage within the institution publicizing the availability of free public broadband and WiFi access. This ensures that, beyond the benefits of free service to the anchor institutions, Charter's free connectivity extends out into the members of the community that these institutions serve.

ESJ Community Investment (Section 854(a), (b)(1), and (c)(6)). Charter commits to an annual consultation with RBCs, MPOs, and community-based organizations ("CBOs") in California, which creates an ongoing, structured mechanism for community stakeholders to provide input on Charter's capital investment and deployment. Charter also makes a Tribal-specific consultation commitment, which provides a meaningful public interest benefit by

³² The full list of anchor institutions is attached as Confidential Attachment A.

facilitating ongoing engagement between Charter and Tribal governments adjacent to or within the Combined Company Service Area. Under this commitment, Charter will, upon request, consult with affected Tribes and respond to CETF requests to meet with one or more Tribes in the service area.³³ Further, Charter commits to provide a designated point of contact (the “Tribal Liaison”) for Tribal engagement, whose primary responsibilities must include engagement with Tribal governments in the Combined Company Service Area. Taken together, the commitments in this MOU will significantly benefit California communities, including Tribal communities, and further the Commission’s goals under its ESJ Action Plan.

Small Business Investment, General Order 156, and Public Utilities Code Section 8290.2 (Section 854(a), (b)(1), and (c)(6)). Charter has agreed to have a senior-level executive attend the Commission’s annual Supplier Diversity En Banc hearings, beginning in the first full year after the closing of the Transaction and for three years thereafter. In addition, Charter will meet with CETF annually for a period of five years following the closing date of the Transaction to discuss its GO 156 annual procurement reports and plans. Further, Charter commits to broadening its existing outreach to include a greater focus on small business organizations, and it will continue to engage with diverse supplier communities as well as other constituencies such as rural and economically disadvantaged communities in California.

Toward this goal, Charter has committed to investing **\$5 million** in Community Development Financial Institutions through Charter’s Spectrum Community Investment Loan Fund to channel capital to small businesses in California that have historically lacked adequate access to credit. Further, Charter has committed to contribute **\$2 million** over a three-year period

³³ Charter may also satisfy this consultation obligation through commercially reasonable efforts to consult with the Southern California Tribal Chairmen’s Association regarding those matters.

to expand its existing VetConnect Program (currently run in partnership with Skillsbridge) to two additional California military bases in the Combined Company Service Area to help transition military personnel into the civilian workforce. Charter will also collaborate with CETF on outreach efforts for small businesses to become certified by the Commission's Supplier Clearinghouse to provide services or products to utilities and other providers participating in the Commission's Supplier Diversity Program. In its annual supplier diversity reports, Charter will list the Commission's minimum goals as contained in Section 8.2 of GO 156 for procurement from women-, minority-, disabled veteran-, and LGBT-owned business enterprises as the short-, mid-, and long-term targets, and Charter will report its actual spend against the Commission's goals.

B. The MOU will benefit ESJ communities.

In addition to the requirements of Section 854, the Assigned Commissioner's Scoping Memo ruled that the Transfer's impact on ESJ communities is within the scope of review in this Proceeding. Accordingly, Charter will advance the principles and goals of the Commission's ESJ Action Plan through enforceable affordability commitments targeted to low-income households across the Combined Company Service Area, and it will ensure that those most in need will have access to a broadband speed tier at *no net monthly charge* when enrolled in the Broadband Pilot. Central to Charter's commitments under the MOU is the new California Affordable Internet Service Tier. New *and* existing Charter households may qualify by demonstrating enrollment in a wide variety of benefits programs, the same programs through which California's most economically vulnerable residents access essential public services. Accordingly, the California Affordable Internet Service Tier is specifically designed to reach this population and expand broadband affordability and access in ESJ communities.

More broadly, the robust affordable offerings that Charter has committed to implement in California under this MOU, as well as Charter's concurrently filed settlement with Cal Advocates,

will ensure that the Transfer, combined with Charter's additional commitments made in these settlement agreements, directly advance the ESJ Action Plan by addressing affordability, price certainty, continuity of service, and meaningful access to communications services for households that are disproportionately represented in ESJ communities. Charter's robust pricing commitments provide concrete, measurable, and enforceable public interest benefits that ensure Commission approval of the Transfer will offer direct and specific benefits that inure to ESJ communities throughout the company's post-Transaction service territory in California.

C. The MOU will benefit public safety.

In addition to the requirements of Section 854, the Assigned Commissioner's Scoping Memo ruled that the Transfer's impact on public safety is within the scope of review for this Proceeding. CETF sought commitments that would enhance public safety, particularly with respect to ensuring that households that cannot currently afford Internet access and, consequently, are disproportionately impacted by disasters, are able to do so as a result of the commitments in the MOU and described above. The Transfer will maintain or improve public safety and resiliency by uniting Charter's and Cox's personnel and infrastructure in several important ways, creating a combined company that is better positioned to ensure the continuity and security of critical operations during and after emergencies than either company is individually today. Further, the MOU ensures robust network investment, including Charter's commitment to invest at least \$275 million as part of its major initiative to evolve its network in California, resulting in symmetrical gigabit speed capability across the Charter footprint within three years, substantially improved broadband speeds and capacity, coupled with free broadband and WiFi service, to 50 anchor institutions for five years, expanding public internet availability. These investments will ensure that the Transfer, combined with Charter's additional commitments made in these settlement agreements, directly advance public safety connectivity.

IV. SETTling PARTIES SEEK EXPEDITIOUS ADOPTION TO AVOID DELAY THAT WOULD INVALIDATE THE MOU

Rule 12.1(c) requires that: “where delay beyond a certain date would invalidate the basis for the proposal, the timing urgency must be clearly stated and fully justified in the motion.” As addressed more thoroughly in the separately filed motion seeking modification of the Proceeding schedule, Settling Parties respectfully seek a final decision no later than August 13, 2026, because delay beyond that deadline risks invalidating the basis of this MOU.

As Charter explained in its February 17, 2026 filing, the Hart-Scott Rodino Act (“HSR”) clearance period expires September 15, 2026, and if that period were to expire before the Commission completes its review, the Joint Applicants would face, at a minimum, a new HSR filing fee of approximately \$2.5 million plus substantial additional legal fees, submission of an entirely new merger notification, a new 30-day waiting period, and the risk that the DOJ could issue a Second Request, causing months of further delay and costs.³⁴ More fundamentally, as Charter also explained, if the HSR clearance were to expire before California’s review is completed, requiring Joint Applicants to submit a new HSR notification and restart the process of obtaining clearance, Joint Applicants would necessarily reconsider the Transaction due to multiple potential costs and risks associated with further delay beyond the sixteen months that would have already passed since the Transaction agreement was signed in mid-May 2025.³⁵

As a practical concern, further delay would cause material operational and business disruptions from the extended gap between signing and closing the Transaction, including key personnel turnover, paused investment decisions, disruption to day-to-day operations from

³⁴ Response to Administrative Law Judge Inquiry at 4-5, A.25-07-016 (Feb. 17, 2026) (“Response to ALJ Inquiry”).

³⁵ Response to ALJ Inquiry at 5.

integration planning uncertainty,³⁶ and would further defer the benefits that Cox employees stand to gain upon closing of the Transaction, including a more robust education benefit and Charter's employee stock purchase program, both of which represent material improvements for affected employees that are postponed or jeopardized with each month of delay. Most importantly, if the Transaction does not close, California consumers would lose access to the substantial public interest benefits of the Transfer, including the benefits stemming from the MOU. As Charter previously explained, reaching a final decision at least 30 to 60 days before expiration of the HSR clearance period is critical to ensuring the timely completion of the Transaction and implementation of the MOU. Accordingly, Settling Parties respectfully seek a final decision no later than August 13, 2026.

V. CONCLUSION

For the foregoing reasons, the Settling Parties respectfully request that the Commission grant this Joint Motion and adopt the MOU in its entirety as a resolution of the issues raised by CETF in the Proceeding.³⁷

Respectfully submitted this 30th day of April, 2026, in San Francisco, California.

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³⁶ Response to ALJ Inquiry at 5-6.

³⁷ In urging the Commission to adopt the MOU whereby Charter has *voluntarily* agreed to undertake the obligations set forth therein, Charter does not concede that the Commission would have authority or jurisdiction to *sua sponte* impose these obligations as a condition to its approval of the Transaction absent Charter's voluntary agreement.

Exhibit 1: Public Benefits Memorandum of
Understanding between California Emerging
Technology Fund and Charter Communications,
Inc.

**Public Benefits Memorandum of Understanding
between California Emerging Technology Fund
and Charter Communications, Inc.**

By their authorized representatives, and intending to be legally bound, this Memorandum of Understanding (“MOU” or “Agreement”) is entered into between Charter Communications, Inc. (“Charter”) and California Emerging Technology Fund (“CETF”), a non-profit organization (together with Charter, the “Settling Parties”), as of April 30, 2026.

On July 30, 2025, Charter, Charter Communications Holdings, LLC (“Charter Holdings”), Cox Enterprises, Inc. (“CEI”), and Cox California Telcom, LLC (“Cox California”) (collectively referred to as “Joint Applicants”) submitted an application (“A.”) No. 25-07-016 (the “Joint Application”) seeking approval from the California Public Utilities Commission (“Commission” or “CPUC”), pursuant to Public Utilities Code Section 854, for the indirect transfer of control of Cox California (the “Transfer”). Cox California is an indirect subsidiary of Cox Communications, Inc. (“Cox”), and in turn, CEI. The Transfer is part of a larger national transaction announced on May 16, 2025, between Charter, Charter Holdings, and CEI that will result in a combination of Charter and Cox under common ownership (the “Transaction”). After completion of the Transaction, Cox and Cox California will become indirect wholly owned subsidiaries of Charter.

In California, Cox California is authorized under Utility Number U-5684-C to provide (1) statewide interexchange services, and (2) competitive local exchange services within the service territories of AT&T and Frontier pursuant to decision (“D.”) No. 96-09-074. Cox California provides tariffed voice service to residential customers and also provides voice service and a range of telecommunications services to business customers, but does not offer mobile, broadband, or video services. The Commission designated Cox California as an Eligible Telecommunications Carrier (“ETC”) in D.13-10-002, and it provides discounted voice service through the California LifeLine program.

On October 31, 2025, CETF filed a motion to become a party to this proceeding to review A.25-07-016 (the “Proceeding”), which was granted. The purpose of CETF is to achieve ubiquitous access to broadband infrastructure and advanced services for all residents of California, particularly in underserved communities in California. CETF has participated in many other corporate consolidations at the Commission, in order to ensure that as a public benefit of the merger, consumers in California have access to modern broadband internet services and digital inclusion programs for any person who needs it. CETF has deep knowledge and substantial expertise in broadband infrastructure, broadband adoption, digital inclusion, and workforce issues in California, based on its more than 18 years of programmatic and policy work in California.

Charter is entering into this MOU to settle and resolve all concerns raised by CETF about the Transfer that is the subject of the Proceeding. The MOU reflects CETF’s agreement that, based on the commitments set forth herein, the concerns expressed in CETF’s pleadings, testimony, and appearances regarding the Transfer and the broader national Transaction have been fully resolved. To the extent that Charter’s or CETF’s previous positions are inconsistent with this MOU, those positions are hereby modified or supplanted in accordance with the terms set forth herein. All the terms of this MOU are expressly contingent upon the Commission’s approval of the Joint Application and the consummation of the Transaction.

CETF agrees that it will withdraw any request for evidentiary hearing that it has made, and work with the Joint Applicants in good faith to accelerate the Commission’s consideration of this Agreement and facilitate a final Commission decision by June 30, 2026. The Settling Parties agree as follows:

Declarations

- The mission of CETF is to close the digital divide in California by accelerating broadband deployment and adoption. CETF provides leadership to promote public policy to close the digital divide and to facilitate consensus among stakeholders to achieve results. CETF collaborates with Regional Broadband Consortia (“RBCs”), Metropolitan Planning Organizations (“MPOs”), state and local governments/agencies, civic organizations, and industry associations to identify opportunities to support broadband infrastructure construction. CETF partners with community-based organizations (“CBOs”) and community media experts throughout California that are experienced in reaching disadvantaged populations in-culture and in-language to increase broadband adoption among low-income, disadvantaged, rural, and other unconnected households. CETF is focused on results and has a track record of performance with transparency and accountability. Particular concern has been focused by CETF and the California Department of Education on low-income students who do not have a computing device or are not allowed to take a device home to perform internet-enabled homework, and thus fall behind in their academic studies. In addition, CETF has extensive experience in engaging stakeholders to advance workforce development in information communications technology and to support small businesses.
- CETF advocates for tackling poverty through significant investments in digital inclusion programs from providers to bring low-income households online and help them become digitally proficient. CETF views this work as a foundational strategy for advancing and achieving Charter’s commitments, as described in its letter to the Federal Communications Commission (“FCC”), to “maintain a workplace that is free from discrimination, of any kind,” “a culture of inclusiveness where [Charter’s] employees can provide for their families and grow their careers,” and “an environment that promotes merit-based achievement and equal opportunity for all in hiring, promotions, procurement and similar endeavors,” consistent with and as set forth in CETF’s testimony from Dr. Pedro Noguera.¹ Charter concurs that these commitments will assist in furthering such goals.
- CETF actively supports the promulgation of public-private partnerships as a public policy foundation for closing the digital divide and promoting digital inclusion by harnessing the discipline and innovation of the private sector with the expertise and cultural competency of those working on behalf of the public sector as “trusted messengers” to reach disadvantaged populations. A public-private partnership is characterized by partners reaching agreement on goals, jointly developing an action plan to achieve explicit outcomes, and working together continuously in good faith to implement the plan with mutual accountability for results.
- CETF and Charter are joining forces to work together, in collaboration with community stakeholders such as the RBCs, MPOs, and experienced CBOs, in the true spirit of a public-private partnership with the intent to make a significant contribution to closing the digital divide in California and to pursue innovative approaches to increasing broadband adoption throughout California.

¹ Supplemental Testimony of Dr. Pedro Antonio Noguera, on behalf of CETF, Apr. 9, 2026.

- CETF recognizes that combining Charter’s and Cox’s infrastructure has significant potential to provide numerous consumer advantages, which will serve the public interest if coupled with a strong commitment to public benefits and performance-based measures by Charter. CETF and Charter agree that these commitments should be implemented with all deliberate speed consistent with appropriate planning and prudent business practices to ensure success.
- CETF’s objective is to advance a policy and identify a framework to ensure an “appropriate, fair, and comparable” public benefit contribution by all applicants seeking corporate consolidations before the CPUC.
- The MOU reached between Charter and CETF is designed to address the interests of low-income consumers and to advance the Commission’s environmental and social justice objectives enumerated in its Environmental and Social Justice Action Plan,² and to further address the Assigned Commissioner’s scoping memo and ruling that requiring the Joint Applicants to address the impacts of the Transfer on environmental and social justice communities, “including the extent to which the transfer may impact the achievement of any of the nine goals of the Commission’s Environmental and Social Justice Action Plan.”³

CETF and Charter make the following public benefit commitments, subject to the terms in this MOU:

Broadband Affordability and Adoption

I. Affordability and Low-Income Broadband Service Offering

A. New California Affordable Internet Service Tier

Within 180 days following the closing of the Transaction and for a period of five (5) years thereafter (hereinafter, the “Five-Year Term”), Charter will establish and maintain a new, standalone 100/20 megabits per second (Mbps) residential home internet access service tier for \$20 per month (hereinafter, the “California Affordable Internet Service Tier⁴”). For clarity, Settling Parties agree that there is no requirement for a prospective subscriber to enroll in LifeLine to obtain the California Affordable Internet Service Tier, provided that they otherwise meet the requirements set forth in this Agreement, including the eligibility requirements described below, and, once enrolled, provide annual proof of eligibility. This California Affordable Internet Service Tier will be available to all eligible residential broadband customers within the Combined Company Service Area,⁵ including both new and existing customers.

² See Cal. Pub. Utils. Comm’n, *Environmental and Social Justice Action Plan* (Version 2.0, Apr. 7, 2022), <https://www.cpuc.ca.gov/esjactionplan> (“CPUC ESJ Action Plan”).

³ *Joint Application of Charter Communications, Inc., Charter Communications Holdings, LLC, and Cox Enterprises, Inc. for Approval Pursuant to Public Utilities Code Section 854 of the Indirect Transfer of Control of Cox California Telcom, LLC (U-5684-C)*, Assigned Commissioner’s Scoping Memo and Ruling, A.25-07-016 (Cal. Pub. Utils. Comm’n, dated Dec. 9, 2025).

⁴ This is identified as the “California Affordable Internet Service Tier” for purposes of this Agreement only. Charter reserves the right to market and sell the product under any name or brand that it chooses.

⁵ For purposes of this Agreement, the term “Combined Company Service Area” shall mean the combined geographic service area of Charter and Cox and their respective California subsidiaries, where they have wireline infrastructure and provide broadband, video, voice and mobile services today. This generally corresponds to the

Pricing for the California Affordable Internet Service Tier shall be fixed for the duration of the Five-Year Term, with the exception of any government-imposed taxes and fees applicable to this service.

Eligibility for the California Affordable Internet Service Tier shall require a new or existing customer to provide proof of enrollment in one of the following benefit programs⁶ using a government issued benefits card or other similar government issued identifier:

- Medicaid/Medi-Cal
- Low Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance or Section 8
- CalFresh, Food Stamps or Supplemental Nutrition Assistance Program (SNAP)
- Women, Infants and Children Program (WIC)
- National School Lunch Program (NSL)
- Temporary Assistance for Needy Families (TANF)
- California Work Opportunity and Responsibility to Kids (CalWORKs)
- Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs)
- Welfare-to-Work (WTW)
- Greater Avenues for Independence (GAIN)
- Tribal TANF
- Bureau of Indian Affairs General Assistance
- Head Start Income Eligible (Tribal Only)
- Food Distribution Program on Indian Reservations
- Federal Veterans and Survivors Pension Benefit Program

The California Affordable Internet Service Tier shall not require any long-term contracts for eligible customers, nor will Charter impose any early termination fees on this service offering for the duration of the Five-Year Term. To receive or continue receiving service under the California Affordable Internet Service Tier, a customer's service must remain actively in use, and the customer must be in good standing and meet Charter's general terms and conditions of service that are applicable to all customers.

B. Pre-Existing Customers on Cox Low-Income Internet Plans

For a period of at least five (5) years after the closing date of the Transaction, Charter will allow existing Cox customers to maintain any low-income service tier for which the customer was

wireline network presence under Charter's and Cox's respective Digital Infrastructure and Video Competition Act of 2006 cable franchise authorizations. *See, e.g., Commission, Video Franchises Issued by the CPUC*, <https://www.cpuc.ca.gov/regulatory-services/licensing/video-franchising/video-franchises-issued-by-the-cpuc> (last visited Apr. 8, 2026).

⁶ In the event that the income-based eligibility qualification for any benefit program listed herein increases by more than five percent (5%), other than by means of cost-of-living adjustments, during the Five-Year Term (measured from the date of inception of the California Affordable Internet Service Tier), Charter expressly reserves the right to remove such program from the list of qualifying programs used to determine eligibility for the California Affordable Internet Service Tier.

enrolled prior to the close of the Transaction, provided they continue to meet the eligibility requirements for those programs that existed at the time of closing, and further provided they remain customers in good standing, and they continue to meet Charter's terms and conditions for service generally applicable to all customers.

C. Call Center Agent Affordable Internet Offering Training

Within six (6) months following the closing date of the Transaction, and for the duration of the Five-Year Term, Charter shall: (i) establish and document clear enrollment processes for Charter's low-income internet service offerings, including the California Affordable Internet Service Tier (collectively, "Affordable Internet Offerings") (ii) provide all call center agents⁷ with access to training materials designed to ensure that such call center agents have adequate information regarding the availability of, and processes to enroll in, Affordable Internet Offerings. Charter further commits that all relevant training materials shall be designed to ensure that, upon inquiry from a prospective or existing customer, call center agents are trained to identify in a professional manner and without undue delay whether or not the caller may qualify for an Affordable Internet Offer, and if a customer so inquires, be able to describe the Affordable Internet Offerings accurately. CETF, based on its experience assisting unconnected persons find affordable offers at a call center, may provide input to Charter for consideration as to how call center agents can be the most helpful to prospective and existing customers who qualify for affordable offers.

II. LifeLine and Low-Income Offers

A. Pledged Promotion Investment

For a period of five (5) years following the closing date of the Transaction, Charter agrees to spend a minimum of \$300,000 per year⁸ in California to make consumers aware of the Affordable Internet Offerings, including the California Affordable Internet Service Tier, and to provide a webpage to advertise and inform customers about the availability of these offers.

B. Promotion Collaboration, Marketing Report, and Reporting

For the Five-Year Term, measured annually from the date of inception of the California Affordable Internet Service Tier, Charter will provide to the CETF a report that includes the following data pertaining to Charter: the current total number of state LifeLine voice customers in California; the current total number of California Affordable Internet Service Tier and the California LifeLine Broadband Pilot Program⁹ ("LifeLine Pilot") customers or the total number of

⁷ For purposes of this Agreement, the term "call center agents" shall mean all Charter call center sales professionals within its residential inbound sales organization.

⁸ The \$300,000 annual spend in California may be a combination of direct investment or the value of in-kind activities, including, but not limited to the use of public service announcements on Charter's cable systems, the use of bill messages or bill inserts and other means that may not have an out-of-pocket expense to Charter in order to perform and reach consumers. The use of in kind activities will be limited to 30% of the annual spend.

⁹ *Order Instituting Rulemaking to Update the California Universal Telephone Service (California LifeLine) Program* ("LifeLine Pilot Order"), Decision ("D.") 25-08-050 (Aug. 28, 2025). Charter is an authorized participant in the LifeLine Pilot pursuant to Commission approval of advice letters submitted by Charter in February 2026. Specifically, three (3) of Charter's affiliated entities in California each applied independently and were approved to participate in the Pilot within their respective service territories: Time Warner Cable Information Services

customers in any substantially similar successor¹⁰ program in which Charter participates; the total number of customers in each tier of service for which Charter receives LifeLine subsidies, including, but not limited to, the California Affordable Internet Service Tier, and a description of the advertising and marketing efforts undertaken using the funding described in Section II.A.

All information provided to CETF shall be subject to the non-disclosure agreement between Charter and CETF (which may be amended or supplanted, as Charter determines is necessary).

Charter agrees to hold an annual meeting, upon request, with CETF to discuss this report, including the advertising and marketing efforts described in the first paragraph of this Section II.B. and the training and performance of Charter's call center agents in responding to customer requests regarding the Affordable Internet Offerings. Charter further agrees to consider CETF's recommendations regarding call center training and the most effective ways to make eligible households aware of the Affordable Internet Offerings and to spend effectively the annual \$300,000 specified in Section II.A., including through in-language and in-culture activities targeted to making unconnected communities and households aware of the Affordable Internet Offerings and through the use of local community and ethnic media to reach such communities and households, but ultimate discretion over the methods and channels for marketing these programs shall remain with Charter.

C. Material Changes in LifeLine Pilot

The LifeLine Pilot is currently authorized for three (3) years.¹¹ If the LifeLine Pilot is not reauthorized for an additional period of time Charter will, at a minimum, participate in any substantially similar successor program established by the Commission or otherwise authorized or established under California law, during the remaining period of the Five-Year Term.

III. Investments in Digital Inclusion

Charter shall provide CETF with a total of \$30 million, payable in five (5) equal annual installments of \$6 million each, during the five-year term of this MOU. The first payment shall be due on or before December 31, 2026. The remaining four (4) payments shall be due on or before May 31 of each year thereafter, beginning in 2027. Charter's total \$30 million investment shall consist of the following:

(California), LLC, pursuant to Pilot Election Advice Letter 98-A; Bright House Networks Information Services (California), LLC, pursuant to Pilot Election Advice Letter 58-A; and Charter FiberLink CA-CCO, LLC, pursuant to Pilot Election Advice Letter 238-A.

¹⁰ For purposes of this MOU, the term "substantially similar successor program" means a California LifeLine program modeled after the LifeLine Pilot that can be used for broadband or for a bundled broadband and voice or mobile service plan that has: (1) the same or more stringent eligibility requirements for qualification, including, but not limited to the same or fewer low-income qualifying programs or the same or lower annual household income thresholds; (2) the same or a higher subsidy reimbursement for standalone broadband plans (currently \$20 per month) and bundled broadband plus voice or mobile service plans (currently \$30 per month); and (3) new program requirements that do not impose any greater or more burdensome regulatory or administrative rules with which Charter is required to comply, when reasonably compared to the LifeLine Pilot, taken as a whole.

¹¹ The LifeLine Pilot began on January 27, 2026 and is authorized for three (3) years through January 26, 2029, unless otherwise extended.

- \$20.5 million to CETF, which shall be used to support its CPUC-assigned core mission of advancing broadband adoption, within the Combined Company Service Area, including operation and management of the CETF Digital Equity Ecosystem¹² to support CBOs and schools throughout the Combined Company Service Area. CETF will continue to seek funding from the CPUC California Advanced Services Fund (“CASF”) for direct notifications, or direct mail where direct notifications are not feasible, in key counties and ZIP Codes within the Combined Company Service Area, and for digital literacy training. CETF will also provide technical assistance to CBOs applying for CASF digital literacy training grants;
- \$7 million to CETF to: (i) provide grants to RBCs and MPOs to support and facilitate implementation of the commitments described herein; (ii) provide grants and reimbursements to non-profit organizations operating within the Combined Company Service Area, RBCs, and MPOs, and public agencies for promotion of digital inclusion programs including direct notification (by mail or in person), texting, and targeted direct mail) within the Combined Company Service Area, consistent with CETF’s core mission; and (ii) manage and place advertising in community and ethnic media channels to make consumers within the Combined Company Service Area aware of Charter’s Affordable Internet Offerings; and
- \$2.5 million for CETF’s Green Technology Initiative, through which CETF intends to develop an economic “virtuous circle” to keep as many retired computing devices as possible within California for refurbishment and distribution to low-income households completing digital literacy training.¹³

CETF will use its best efforts to close the digital divide for 100,000 low-income households, of which CETF estimates that 70,000 are unconnected (*i.e.*, the household does not subscribe to any internet service) and 30,000 are underconnected (*i.e.*, the household subscribes only to mobile service and accesses the internet through a mobile device), by assisting those households in subscribing to an affordable home internet service and providing them with digital literacy training. CETF additionally estimates that 60,000 households are unsustainably connected (*i.e.*, the household is paying a monthly rate for internet service that exceeds a percentage of household income that could categorize the household as “unsustainable” for that household¹⁴). CETF recognizes that Charter’s investment in digital inclusion programs managed by CETF is intended to help close the digital divide through increased broadband adoption within the Combined Company Service Area. Tackling poverty through an investment in digital inclusion programs to get low-income households online

¹² See, e.g., Opening Testimony of Sunne McPeak, President and CEO, CETF, Exhibit 4, Feb. 11, 2026 (“McPeak Opening Testimony”).

¹³ See, e.g., McPeak Opening Testimony at 12.

¹⁴ For example, in 2016, the FCC adopted a 2 percent of disposable income benchmark as a “yardstick” that could be used to chart changes in affordability. *Lifeline & Link Up Reform & Modernization, Third Report and Order, Further Report and Order, and Order on Reconsideration*, 31 FCC Rcd. 3962, 4113, n.1012 (2016). Specifically, the FCC observed that the 2 percent level was a useful “yardstick for charting changes,” while cautioning that it was “not an inherently meaningful level.” *Id.*

and digitally proficient is a foundational strategy that aligns with the CETF testimony from Dr. Pedro Noguera.

On a date mutually agreed upon by CETF and Charter, but no later than sixty (60) days after CETF receives each of the five (5) equal annual installments of \$6 million described in this Section III., CETF shall provide Charter with an annual report¹⁵ regarding CETF's use of such funding during its prior fiscal year or, as appropriate, the anticipated use of such funding during its upcoming fiscal year. CETF shall work with Charter on the form and content of such reports. Each report shall include, at a minimum and as applicable: (i) a report on CETF's results in helping close the digital divide for 100,000 households; (ii) an accounting of how the funds were expended; (iii) a description of any programs or initiatives supported; (iv) the locations of such programs or initiatives within the Combined Company Service Area; and (v) identification of any CETF partners with whom funds were shared and the purposes for which such funds were shared.

Any contributions to CBOs or community contributions or events associated with CETF's work in the Combined Company Service Area that are a direct result of the investments made by Charter in this MOU shall be co-branded with Charter and shall include Charter's participation, at Charter's reasonable request. CETF shall collaborate with Charter to maximize public awareness of Charter's investments to CETF as part of this MOU. At the direction of Charter, CETF will use best efforts to ensure that the communities served by Charter, and the low-income populations benefiting from the digital-inclusion initiatives set forth in this Section III., are aware of the contributions and investments made by Charter.

Broadband Deployment

IV. Investments in Infrastructure

A. Network Evolution Investment

Charter shall make a capital investment, within three (3) years of Commission approval of the Transfer, of at least \$275 million to upgrade its network in the legacy Charter service area in California, to be capable of offering symmetric internet access service with speeds up to 1/1 Gbps. Charter shall complete no less than thirty-five percent (35%) of this network upgrade by the first anniversary of the Commission decision approving the Transfer, no less than seventy percent (70%) by the second anniversary, and one hundred percent (100%) by the third anniversary. Within 90 days following a consultation pursuant to Section V.A., Charter shall develop and submit to CETF a deployment schedule identifying the geographic markets in which the network upgrades described in this Section IV.A. will occur and the anticipated timing of such upgrades. Charter shall provide, within 90 days after each anniversary described in this Section IV.A., an annual report regarding Charter's progress in completing the network upgrades described herein. Charter reserves the right to modify the schedule, as needed, provided that it meets the completion percentage milestones in each of the three years covered by this commitment period.

Within 90 days following the closing of the Transaction, Charter will secure a performance bond totaling \$8.25 million (the "Bond Commitment") and submit evidence of the bond or bonds to

¹⁵ CETF's work relating to this digital inclusion investment described in Section III will be included in CETF's mandatory report to the CPUC and the Legislature, as required by Public Utilities Code Section 910.4.

the Commission, with a copy of such evidence provided to CETF. Charter may, in its annual report regarding Charter's progress in completing the network upgrades described in this Section IV.A., provide notice to CETF that it is reducing the remaining Bond Commitment by a percentage equal to the percentage of Charter's cumulative completion of the network upgrades.¹⁶ For example, if Charter reports completion of forty percent (40%) of these network upgrades by the first anniversary of the Commission decision approving the Transfer, Charter shall be entitled to reduce the Bond Commitment by forty percent (40%).

B. Public WiFi Anchor Institution Locations

In a prior MOU entered with CETF, arising from the transaction involving Charter and the former Time Warner Cable and Bright House Networks in 2016, Charter identified a list of 75 organizations to receive free service as "anchor institutions" and fulfilled its obligation. That list included certain institutions (such as fire departments and police stations) that were not open to the public. Also identified in the list of anchor institutions were schools, libraries, community, youth, and senior centers, and other similar public facilities. Since that time, Charter may have also provided free service to other similar organizations.

As part of this MOU and for a period of five (5) years following designation and initiation of the free service described in this Section IV.B., Charter will provide free service to fifty (50) eligible anchor institutions in California, including at the following locations identified in Attachment A. If any of the locations identified in Attachment A decline service, under the terms set forth in this MOU, they shall be removed from the list and CETF shall be entitled to recommend an alternative location to fulfill the obligation for the remainder of the five-year term. Any location recommended by CETF must: (i) be located within the Combined Company Service Area and agree to the terms of service under this MOU, and (ii) not be a current or former customer of Charter or Cox at the identified location.

Charter shall provide, at no charge to each anchor institution minimum download/upload speeds of 500/20 Mbps (currently marketed as "Spectrum Business Internet Premier"), and WiFi service (currently marketed as "Advanced WiFi"). Charter will accept recommendations for eligible anchor institutions from CETF, but final decisions shall be in the discretion of Charter. Service to all fifty (50) selected eligible anchor institutions shall commence within 180 days after the closing of the Transaction. If any of the fifty (50) identified eligible anchor institutions discontinue service after service has commenced pursuant to this condition but before the expiration of that eligible anchor institution's five-year free service period, Charter shall consider CETF's recommendations for a replacement eligible anchor institution, and may, in its discretion, select a replacement eligible anchor institution and apply the remaining months of free service to that replacement eligible anchor institution.

¹⁶ Following such notice, Charter may file a Tier 1 advice letter to the Communication Division (or through any other appropriate procedure) to reduce the remaining Bond Commitment percentage consistent with this condition.

Each such designated anchor institution shall allow public access¹⁷ to the broadband service afforded to them under the terms of this Section IV.B. Additionally, the institution must be willing to provide appropriate signage within the anchor institution publicizing the free public access.

Should the Transfer be approved by the Commission and upon consummation of the Transaction, Charter will become the ultimate parent and assume any valid and enforceable contracts of Cox to provide certain managed WiFi services for the City of San Diego's (the "City") public WiFi program. Provided the Transfer is approved, Charter agrees to review and evaluate any valid and enforceable agreement for such services for the City's public WiFi program; insofar as it makes sound business sense to continue this arrangement (such decision to be made solely in the discretion of Charter), Charter agrees to continue to provide this service for at least three (3) years.

C. Deployment to Unserved and Underserved Areas

If the provisional California Broadband Equity, Access, and Deployment ("BEAD") Program awards covering broadband serviceable locations identified by Charter to be within its California service territory¹⁸ (hereinafter, "Charter's California Service Territory") is denied final approval by the National Telecommunications and Information Administration, Charter shall submit at least one bona fide application for grant funding to deploy last-mile broadband infrastructure under the California Advanced Services Fund ("CASF") Broadband Infrastructure Grant Account ("IGA") program, the California Last Mile Federal Funding Account ("FFA") program, or, at Charter's discretion, another state or federal broadband grant funding program, to expand Charter's last-mile broadband infrastructure to reach such locations.

For the purposes of satisfying this condition, to the extent applicable, Charter shall only be required to submit an application for IGA, FFA, or, at Charter's discretion, another state or federal broadband grant program funding if the broadband serviceable locations subject to provisional award within Charter's California Service Territory: (i) were identified as unserved or underserved and BEAD-eligible, consistent with the record of this Proceeding,¹⁹ and (ii) remain unserved or underserved and eligible for last-mile funding under the rules of the applicable program at the time that Charter files a bona fide application pursuant to this condition. Notwithstanding the foregoing, Charter shall only be required to apply for funding under this condition if: (i) the included broadband serviceable locations require Charter to provide a capital contribution that does not exceed \$3,000 per funded location; (ii) Charter's application requires funding solely for last-mile broadband infrastructure; (iii) the program rules do not require any compulsory access requirements for third-parties, such as open access obligations, and (iv)

¹⁷ For purposes of this condition, "public access" shall mean public use of the internet access service for those persons and individuals with designated access and permission to be in in the facility; it does not mean that the anchor institution must open its facility to all members of the public. Use of the public internet access service is subject to the use terms and limitations of the anchor institution, including, but not limited to, actions to restrict access to certain content through the use of filters in schools.

¹⁸ See Rebuttal Testimony of Adam Falk on Behalf of Joint Applicants, March 4 2026, at 16 (noting the record evidence demonstrating that approximately "5,000 locations within Charter's California service territory remained "unserved" or "underserved" within the meaning of the BEAD Program by the time the Commission conducted its BEAD subgrantee selection process, and, as noted in the Commission's BEAD Final Proposal, every BEAD-eligible location is covered by a provisional award").

¹⁹ See *id.*

Charter is able to satisfy any applicable service-offering-related requirement by making available one of the Affordable Internet Offerings specified in this MOU within the funded area(s).²⁰

V. Consultation with Stakeholders

A. CETF, RBC, and MPO Consultations

During the term of this MOU, Charter shall, upon reasonable request, participate in two meetings with CETF: the first with appropriate RBCs and MPOs serving the Combined Company Service Area, and the second with CBOs serving the Combined Company Service Area, (i) once within six (6) months after the closing of the Transaction, and (ii) annually thereafter, to consult with attendees regarding relevant issues, including any planned or ongoing capital investments, deployment requests, and related recommendations. Charter shall consider any such recommendations in good faith; however, any final decisions regarding Charter's capital investments shall remain solely within Charter's discretion. Any meeting required herein shall only be required upon written or email request of CETF, and CETF shall be responsible for planning and convening any such meeting, including identifying an appropriate location, if applicable, and inviting appropriate RBCs, MPOs, and CBOs. Charter agrees to designate an employee as the contact person for the meetings, and CETF acknowledges that such employee may change in the ordinary course of business. Such meetings may be held virtually by videoconference or in person. Charter reserves the right to require any participant to execute a non-disclosure agreement to protect any confidential or sensitive information disclosed in connection with such meeting, including all related reporting.

B. Tribal Consultations

Charter shall, upon reasonable request, use commercially reasonable efforts to consult with any affected Tribes within the Combined Company Service Area regarding any planned or ongoing capital investments or deployment activities, and to respond to any specific requests from CETF to meet with them and one or more of the Tribes located in the Combined Company Service Area. If such a request is made, Charter shall use commercially reasonable efforts to hold such meeting within sixty (60) days after receiving the request and, upon reasonable request, annually thereafter during the term of this MOU. Charter may satisfy this requirement through commercially reasonable efforts to consult with the Southern California Tribal Chairmen's Association regarding such matters.

Within 180 days following the closing of the Transaction and for a period of three (3) years thereafter, Charter shall designate at least one employee whose primary job responsibility shall include engagement with Tribal governments within the Combined Company Service Area (the "Tribal Liaison"). Each Tribe will have access to the Tribal Liaison via phone and email. Following designation of the Tribal Liaison, Charter shall send written notice to each Tribal government

²⁰ Charter may seek a waiver of any otherwise applicable program requirement to the extent necessary to allow Charter to satisfy this condition, and Charter shall not be required to accept funding (or submit an application, as the case may be) under this condition unless any such necessary waiver has been granted. For purposes of this condition, an "applicable service-offering-related requirement" means any program requirement, other than a requirement that is satisfied by Charter making available within the funded grant area(s) one or more of the Affordable Internet Offerings for the remaining duration of the Five-Year Term, that would require Charter to offer or maintain a specific service tier or tiers beyond the Five-Year Term.

within 90 days after such designation that shall include the name, title, email address, and telephone number of the Tribal Liaison and a description of the process by which a Tribal government may request additional communications with Charter. Beginning in the calendar year following the year in which the initial 90-day notice is sent, and annually thereafter during the term of this condition, Charter shall send at least one annual written invitation for communications with Charter to each identified Tribal government for which Charter has a valid email or mailing address on record.²¹

Should the Tribal Liaison change during the period of this commitment, Charter will provide written notice to the Tribes within 60 days of such change.

VI. Public Commitments on Small Business Investment, General Order 156, and Public Utilities Code Section 8290.2

A. Small Business Investment

Charter will invest²² \$5 million through its Spectrum Community Investment Loan Fund program to support Community Development Financial Institutions (“CDFIs”) that operate or lend in California for the purpose of providing loans to undercapitalized small business institutions with access to capital in predominantly Economic and Social Justice (“ESJ”) communities, as that term is defined in the Commission’s ESJ Action Plan.²³ Charter shall provide an annual report to CETF regarding the investments in CDFIs and the small businesses assisted by the CDFIs.²⁴

B. Executive Presentation

Beginning in the first full year after the closing of the Transaction and for three (3) years thereafter, Charter agrees to have a senior-level executive (Vice President or above) attend the Commission’s annual Supplier Diversity En Banc hearings.

C. Annual Meetings

Charter agrees to meet with CETF annually for a period of five (5) years following the closing date of the Transaction to discuss its GO 156 annual procurement reports and plans and will consider CETF’s recommendations on how to expand its efforts to improve performance.

²¹ Charter may satisfy any written requirement under this condition by sending the communication to the official tribal chairperson, tribal administrator, tribal government office, or other contact identified in the sources described above or designated in writing by the tribal government. Charter shall not be deemed in violation of this condition if a notice or email is returned, rejected, undeliverable, or unanswered, provided that Charter used commercially reasonable efforts to send the communication to an official or tribe-designated contact.

²² For purposes of this condition, “invest” shall mean that Charter has, prior to the expiration of the five-year term of this MOU, invested a total of \$5 million through the Spectrum Community Investment Loan Fund in CDFIs that operate or lend in California. The timing of loans made by a CDFI to small businesses in California under this condition is outside Charter’s reasonable control. An investment in CDFIs by Charter or a foundation funded by Charter may be used to fulfill this obligation, provided all other terms of this condition are met.

²³ See CPUC ESJ Action Plan.

²⁴ CETF expressly acknowledges that all reporting regarding small businesses assisted by such CDFIs pursuant to this condition shall be limited to information reasonably available to Charter. See *supra* note 22.

D. Outreach

Charter agrees to broaden its existing outreach to include a greater focus on small business organizations, and will continue to engage with supplier communities as well as other constituencies, such as ESJ communities, within California. In support of these efforts, Charter will leverage and/or strengthen its longstanding relationships with community partner organizations, as well as develop new relationships. For example, Charter will endeavor to engage with national community partners, which may include the Women’s Business Enterprise National Council (“WBENC”), the National Minority Supplier Development Council, National Disability Institute, National LGBT Chamber of Commerce, the Veterans Business Development Officers, and the National Resource Development Council. Within California, Charter will endeavor to engage with the California LGBTQ Chamber of Commerce, the California African American Chamber of Commerce, the California Hispanic Chambers of Commerce, the CalAsian Chamber of Commerce, Small Business Utility Advocates, ShowBiz Kids Foundation, the California Workforce Association, and the Foundation for California Community Colleges.

E. Supplier Clearinghouse Program

For a period of five (5) years after the closing date of the Transaction, Charter agrees to collaborate with CETF on outreach efforts for small businesses to become qualified under the Commission’s Supplier Clearinghouse Program. CETF shall engage in best efforts to facilitate small businesses becoming qualified under the Commission’s Supplier Clearinghouse Program. Charter will inform subcontractors of the Commission’s Clearinghouse and certification process and the benefits of completing the Clearinghouse process.

F. Reporting

Charter will list the CPUC’s minimum goals as contained in Section 8.2 of GO 156 for procurement from women-, minority-, disabled veteran-, and LGBT-owned business enterprises as the short-, mid-, and long-term targets in its reports. Consistent with federal law and its commitments to the FCC, Charter will not set its own goals. Charter will report its actual spend against the Commission’s goals. Charter will continue to collect, disaggregate, and report detailed data on procurement from such suppliers, including demographic breakdowns as required by GO 156.

G. Metrics

Charter will report to the Commission employee diversity metrics consistent with the Commission’s orders and state and federal law. Charter will collect and report this data annually, as required by California Public Utilities Code Section 8290.2(a)(1) and consistent with the Commission’s orders. It is agreed by Charter and CETF that this Section VI. will assist in furthering Charter’s goal to conduct itself in a way that provides for a culture of inclusiveness, equal opportunity and non-discrimination for all persons.

H. Consistency with California Requirements

All of the commitments made in this section are subject to the continuation of California’s existing GO 156 and California Public Utilities Code Section 8290.2(a)(1) requirements. Any

commitments made herein that the Commission finds to be inconsistent with or contrary to California's current or future requirements are null and void.

I. Workforce Development and Training

Charter shall contribute \$2 million over a three-year period to expand its existing VetConnect Program (currently run in partnership with Skillsbridge) to two additional California military bases in the Combined Company Service Area to help transition active military personnel in their last 180-days of military service into the civilian workforce. Charter will use these resources to develop curriculum and to hire trainers to perform these training sessions at the designated military bases.

Overall Partnership Commitments

VII. Right to Withdraw

If the Commission fails to issue an order adopting all material terms of this Agreement without modification, or if for any other reason Charter does not acquire control of Cox California, either Charter or CETF may withdraw from the Agreement. If the Commission approves Joint Applicant's application but fails to incorporate a particular material term to this Agreement, the parties agree to discuss whether an amended Agreement is possible and work in good faith to that end.

VIII. Full Statement of Agreement

This MOU constitutes the entire agreement between the Settling Parties, and their respective successors-in-interest and assigns shall be bound by, and shall comply with, the commitments set forth in this MOU, and it shall inure to the benefit of the Settling Parties and their respective successors-in-interest and assigns.

IX. CETF Support for Transfer with Public Benefit Commitments

CETF shall support the Transfer, and the broader national Transaction, publicly and to government officials, including filing a motion in the Proceeding containing a copy of this MOU, expressing full support of the Transfer because of the public benefit commitments contained herein, and requesting: (i) the MOU be reflected in the decision(s) in the Proceeding; (ii) its commitments be included in the Ordering Paragraphs; and (iii) the decision(s) reflect that both parties consent that any disputes over the MOU be brought back to the CPUC. The fact that Charter agrees that the CPUC may enforce these voluntary settlement conditions does not constitute an admission by Charter that the CPUC has independent subject matter jurisdiction over the conditions agreed to in this MOU. CETF further agrees that it will cooperate and work closely with Charter to engage in outreach and advocacy efforts to demonstrate the various ways in which the Transfer and the Transaction serve the public interest. Should the Transaction not be consummated, this MOU shall not take effect.

X. Commitments Made to Other Intervenors or Regulatory Bodies and Commitment Duration

Other than as described in Section XI., to the extent that certain commitments contained in this MOU repeat commitments made to other intervenors in the Proceeding or any other regulatory

body reviewing the Transfer, CETF acknowledges that the reiteration of those commitments here is not intended to create separate or additional commitments on Charter but are included for illustrative purposes only. Additionally, unless otherwise expressly stated, any monies or other services provided by Charter pursuant to this MOU must be used exclusively for the benefit of residents in the Combined Company Service Area. Finally, to the extent that any commitments contained in this MOU do not specify an end or completion date, such commitments shall expire no later than five (5) years from the close of the Transaction (unless an earlier date is expressly stated).

XI. Incorporation of Other Commitments

Notwithstanding Section X., Settling Parties agree that the substantive conditions related to new Affordable Internet Offerings established in the agreement²⁵ reached by Charter and the Public Advocates Office at the California Public Utilities Commission (“Cal Advocates”) to resolve all concerns raised by Cal Advocates regarding the Transfer that is the subject of the Proceeding (the “Cal Advocates Settlement Agreement”) are incorporated herein by reference and made part of this MOU as if set forth herein. To the extent any conflict or inconsistency exists between this MOU and the Cal Advocates Settlement Agreement, the terms of this MOU shall control.

XII. Term of the MOU

This MOU and its obligations will remain in effect for five (5) years following the close of the Transaction.

XIII. Persons Responsible for MOU Compliance

The following persons shall be responsible for compliance with this MOU:

For Charter: Adam Falk, Senior Vice President, State Government Affairs

For CETF: Sunne Wright McPeak, President and CEO

Each party may designate a primary contact for MOU compliance, other than themselves, and shall notify each other within 30 days of any change or successor named by the party to be responsible for compliance with this MOU.

XIV. Compliance Monitor

The Settling Parties agree that the terms of this Agreement, and the terms of any other agreement entered into between Charter and any other settling parties in this Proceeding, shall be subject to a single, independently procured compliance monitor, with the mutual consent of all parties to this MOU, and any parties subject to any other settlement agreement in this Proceeding. The compliance monitor will be selected by mutual consent of all settling parties, within 120-days of the close of the Transaction. Approval of the independent monitor shall be subject to final approval of the Staff Director for the Communications Division of the Commission. The independent monitor shall have contractual obligations to all settling parties,

²⁵ See A.25-07-016, Joint Motion of Charter and Cal Advocates for Adoption of Settlement Agreement, Attachment 1 (Apr. 30, 2026).

but the expenses for such independent monitor shall be borne by Charter. If the Commission otherwise requires its own independent compliance monitor, this provision shall no longer apply.

XV. Notice and Opportunity to Cure

Charter shall be given notice of any alleged non-compliance with this MOU, and an opportunity to meet and confer to discuss any such allegation, and pursue in good faith any required remedy. Should the issue remain unresolved, Charter will be provided a reasonable opportunity to cure any alleged non-compliance, which shall be no less than 180 days. This Section XIV. does not restrict either party from seeking relief from the CPUC after this notice and opportunity to cure process.

XVI. Counterparts

This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of the date of the last signature below; provided, however, that this MOU shall not become effective unless and until Charter has entered into an agreement with Cal Advocates resolving all concerns raised by Cal Advocates regarding the Transfer that is the subject of the Proceeding. Unless and until such agreement is executed, this MOU shall be void ab initio and of no force or effect.

Charter Communications, Inc.	California Emerging Technology Fund
Signature: 	Signature: 
Name: Adam Falk	Name: Sunne Wright McPeak
Title: Senior Vice President, State Government Affairs	Title: President and CEO
Date of Execution: April 30, 2026	Date of Execution: April 30, 2026

Confidential Attachment A
Redacted in Entirety