



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

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).

Application 25-07-016

FILED

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**JOINT MOTION OF CHARTER AND PUBLIC ADVOCATES OFFICE FOR
ADOPTION OF SETTLEMENT AGREEMENT**

Pursuant to Rule 12.1 of the California Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure (“Rules”), Charter Communications, Inc. (“Charter”) and Public Advocates Office at the California Public Utilities Commission (“Cal Advocates,” and together with Charter, the “Settling Parties”) request that the Commission adopt the Settlement Agreement (“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 Agreement is attached hereto as Exhibit 1.

I. INTRODUCTION

The Agreement is the product of substantial and lengthy negotiations, through which the Settling Parties were able to reach a resolution of all issues raised by Cal Advocates in this Proceeding.² In alignment with the Commission’s policy of promoting settlements, including

¹ Charter, Charter Communications Holdings, LLC (“Charter Holdings”), Cox Enterprises, Inc. (“CEI”), and Cox California Telecom, 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 Telecom, 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 See Protest of the Public Advocates Office to the Joint Application for Approval of the Transfer of Control of Cox California Telecom, LLC (U-5684-C) to Charter Communications, Inc., A.25-07-016 (Sept. 5, 2025) (“Cal Advocates Protest”).

specifically the Assigned Commissioner in this Proceeding,³ the Agreement represents a comprehensive, mutual understanding between the Settling Parties that avoids the burden, cost, delay, and uncertainty associated with continued litigation.⁴ The Settling Parties agree that the Transfer, together with the additional commitments contained within the terms of the Agreement will result in numerous, defined public interest benefits pursuant to the applicable requirements of Section 854 of the Public Utilities Code. The Agreement 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.⁵

The Settling Parties thus request that the Commission adopt the Agreement 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. The Settling Parties agreed, as part of the Agreement, to use their best efforts to obtain Commission approval by August 13, 2026.⁶ The Settling Parties acknowledge that the Commission will determine the appropriate date for a final Commission decision. If a final Commission decision is not issued on

³See, 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.”).

⁴ 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, Order Denying Rehearing of Decision 13-04-012*, D.14-01-038, 2014 Cal. PUC LEXIS 4; *In re Application of Pacific Gas and Electric Co., Decision Approving Settlement*, 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.

⁵ See Joint Motion of Charter and CETF for Adoption of Settlement Agreement, A.25-07-016 (Apr. 30, 2026) (“Charter-CETF Settlement Motion”).

⁶ See Agreement at 2.

August 13, 2026, the Settling Parties agree to continue to work in good faith to facilitate a prompt final Commission decision.

II. BACKGROUND

Joint Applicants submitted an application requesting approval of the Transfer on July 30, 2025. On September 5, 2025, Cal Advocates filed a Protest to the Application.⁷ Following an extensive review of the record and substantial negotiations, the Settling Parties reached the Agreement, which settles and resolves all issues raised by Cal Advocates about the Transfer. On April 29, 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). Prior to the Rule 12.1(b) conference, the terms of the Agreement were shared with non-settling parties who acknowledged the confidentiality of the proposal on April 28, 2026.⁸ All terms of the Agreement 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 AGREEMENT 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.⁹ In evaluating settlements, the Commission has recognized a strong public policy interest in favoring settlements, and, consistent with that policy, has actively

⁷ Cal Advocates Protest.

⁸ Parties were provided the draft Agreement subject to the confidentiality obligations of Rule 12.6 and/or the relevant non-disclosure agreement.

⁹ See Rule 12.1(d).

encouraged parties to pursue settlement in this Proceeding.¹⁰ After comprehensive review of the record and extensive negotiations, the Settling Parties have reached an Agreement that satisfies each element of this standard, and addresses each of the scoped issues, as discussed below.

First, the terms of the Agreement are reasonable in light of the whole record. In addition to the general record established in support of the Transfer, Charter has made substantial commitments with respect to broadband affordability and adoption, advertising of low-income offers, promotional pricing practices, public safety, resiliency, and broadband adoption reporting. The Agreement directly addresses the issues Cal Advocates raised in this Proceeding and resolves all concerns expressed by Cal Advocates about the Transfer in its pleadings and testimony. In light of the record evidence presented and the extensive negotiations between the Settling Parties, the commitments reflected in the Agreement are reasonable as a complete resolution of the issues raised by Cal Advocates.

Second, the Agreement 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 Agreement 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 Agreement, is not only entirely consistent with all applicable law, it amply satisfies the applicable Section 854 criteria for complete Commission adoption of the Agreement without any necessary modification, and approval of the Transfer without the need for additional conditions.

¹⁰ *See supra*, note 3.

Third, the public interest supports adoption of the Agreement. While Joint Applicants believe the Application alone provided sufficient public interest benefits to support approval of the Transfer, Cal Advocates believed further commitments were necessary. The conditions set forth in the Agreement resolve all the concerns raised by Cal Advocates 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 Agreement. The Agreement further advances the Commission’s Environmental and Social Justice (“ESJ”) Action Plan.¹¹ Because the conditions set forth in the Agreement specifically address the concerns raised by Cal Advocates in this Proceeding, and they will, in turn, produce concrete and durable benefits for California consumers, particularly low-income households and community organizations, Commission approval of the Agreement is demonstrably in the public interest and should be expeditiously approved.

A. The Agreement satisfies the criteria of Section 854.

The Transfer that is the subject of the Commission’s review meets the public interest standard of Section 854(a),¹² under which the Commission generally considers “whether the transaction will be adverse to the public interest,”¹³ and also amply meets the additional requirement set forth in Sections 854(b) and (c). Irrespective of the specific section that applies to the Commission’s review in this Proceeding, the Agreement demonstrates enforceable

¹¹ 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”).

¹² Pub. Util. Code § 854(a).

¹³ *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).

affordability benefits for Californian consumers and fundamentally satisfies each relevant and applicable public interest standard of Section 854.¹⁴

The Agreement is comprehensive and sets forth in detail the terms by which the Settling Parties have resolved all disputed issues. Specifically, the Agreement reflects Cal Advocates' agreement that, based on the commitments set forth therein, the concerns expressed in Cal Advocates' pleadings, testimony, and appearances regarding the Transfer are fully resolved. The Agreement includes additional, substantive commitments and directly addresses issues raised by Cal Advocates in this Proceeding. As a result, the Settling Parties agree that the Transfer, when considered together with the robust public benefit commitments set forth in the Agreement, meets the applicable public interest standard under Section 854(a), and the applicable standards under Section 854(b) and Section 854(c) by generating significant public interest benefits that fully support Commission adoption of the Agreement and approval of the Transfer.

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

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

New California LifeLine Service Tiers. As a result of the Agreement, Charter makes a substantial commitment designed to ensure all new *and* existing low-income consumers across the Combined Company Service Area participating in the Commission's LifeLine Broadband Pilot Program (the "Broadband Pilot") have access to a robust selection of affordable offerings,

¹⁴ 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 Agreement satisfies Section 854 irrespective of the applicable subsection. *See* Joint Application at 12-13; Joint Reply at 2-5.

specifically committing to establish and maintain four new tiers of service in California for such low-income customers (hereinafter, the “New California LifeLine Service Tiers”):

- a. **Standalone 100/20 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; and
- d. **Bundled 500/20 Mbps** residential home internet access service plus residential wireline voice service for a bundled price of \$50 per month.

Charter will establish and maintain the “New California LifeLine Service Tiers” within the Combined Company Service Area¹⁵ for a five-year term. These tiers are tied to the Commission’s LifeLine Broadband Pilot Program and offer two standalone broadband options as well as bundled broadband-plus-voice options at \$30 and \$50 per month, respectively. All prices are fixed for the five-year term (excluding applicable government taxes and fees), with no long-term contracts or early termination fees. If the Broadband Pilot expires, and a substantially similar successor program is not established thereafter, Charter nonetheless commits to continue offering the New California LifeLine Service Tiers for the remainder of the five-year period, using the eligibility standards that were in effect at program expiration.

Standalone Non-LifeLine Service Tier. Separately from the New California LifeLine Service Tiers, Charter agrees to establish a new, standalone (*i.e.*, not exclusive to LifeLine-eligible

¹⁵ Following completion of the Transaction, Charter will promptly apply to expand its participation in the LifeLine Pilot to include the Cox Service areas and to obtain authorization to receive LifeLine Pilot subsidies throughout the Combined Company Service Area. Under the terms of the Agreement, Charter will promptly make all required applications to the Commission to effectuate the approvals and, provided there is no delay in obtaining such authorizations, Charter will use best efforts to begin offering these services within the prescribed 180 days. Expansion beyond the Charter service areas into the Cox service areas, so as to provide the New California LifeLine Service Tiers across the Combined Company Service Area, is contingent upon the Commission providing such authorization.

Californians) residential home internet access plans that will provide new and existing low-income eligible customers access to 100/20 Mbps service for \$20 per month (referred to in the Agreement as the “Standalone Non-LifeLine Service Tier”).¹⁶ Specifically, Charter has committed to offering the Standalone Non-LifeLine Service Tier for five years, with no long-term contracts or early termination fees, which will provide low-income consumers across the Combined Company Service Area with affordable, fixed-price broadband access at \$20 per month.¹⁷ When coupled with the Broadband Pilot’s \$20 per month subsidy for standalone broadband service, eligible enrolled customers will pay *no net monthly charge* for this service. The record demonstrates that this new Standalone Non-LifeLine 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 compared to the rate for Charter’s standard Spectrum Internet Advantage service (that will result in no net monthly charge for Broadband Pilot participants),¹⁸ all while materially expanding the eligibility criteria relative to Charter’s Spectrum Internet Assist offering.¹⁹

¹⁶ For clarity, Charter notes that this Standalone Non-LifeLine Service Tier is referred to as the “California Affordable Internet Service Tier” in Charter’s concurrently filed joint motion with CETF. *See* Charter-CETF Settlement Motion.

¹⁷ Excluding applicable government-imposed taxes and fees.

¹⁸ *See* Charter Communications, *Spectrum Internet Assist*, <https://www.spectrum.com/internet/spectrum-internet-assist> (last visited Apr. 29, 2026); Opening Testimony of Adam Falk, Senior Vice President, State Government Affairs, Charter Communications, Inc., on Behalf of Joint Applicants at 27-28, A.25-07-016 (Jan. 30, 2026) (“Opening Testimony of Adam Falk”).

¹⁹ *See* Opening Testimony of Adam Falk at 27-28. The Standalone Non-LifeLine Service Tier offered under the Agreement 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

Continuity of Existing Cox Low-Income Plans. The Agreement 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 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 concerns 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 the New California LifeLine Service Tiers and the Standalone Non-LifeLine Service Tier under the terms of the Agreement, 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 plans established pursuant to this Agreement.

Restrictions on Promotional Pricing (Section 854(a), (b)(1), and (c)(6)). Throughout this Proceeding, Cal Advocates, as well as other parties, have been focused on ensuring that the entire Combined Company Service Area would benefit from Charter’s statewide pricing. In recognition of this, for three years post-closing, Charter will offer new residential broadband customer promotions on a statewide basis, with fixed monthly promotional rates of \$70 for 1000/35 Mbps service, \$50 for 500/20 Mbps service, and \$30 for 100/20 Mbps service, for those tiers. The Agreement defines promotions and provides limited exceptions.²⁰

Distribution Program on Indian Reservations; and Federal Veterans and Survivors Pension Benefit Program.

²⁰ The Agreement provides for the following limited, lower-priced exceptions: promotions in response to competitor pricing and offers, new competitor entry or expansion, competitor network upgrades, and the near-term expected entry, expansion or upgrade of a competitor may be set below the statewide promotional price; promotions to former customers or customers in retention; promotions related to “Back to School” in zip codes immediately adjacent to Colleges and Universities; promotions to low-income households; and promotions as part of a disaster recovery effort, including in response to natural disasters.

Marketing Charter's Affordable Offerings (Section 854(a), (b)(1), and (c)(6)). Charter has also committed to a \$1.5 million investment over five years, with a minimum spend of \$300,000 per year, to make consumers aware of its low-income broadband services, including the New California LifeLine Service Tiers and the Standalone Non-LifeLine Service Tier. Charter will provide a webpage to advertise and inform customers about the availability of these offers and may utilize bill messages and other communication tactics to inform customers about its low-income broadband services, including the New California LifeLine Service Tiers and Standalone Non-LifeLine Service Tier, with the goal of maximizing contacts and impressions within high-eligibility areas. Charter's webpage and other advertisements will include language that makes customers aware that they can receive assistance with these programs at Charter-owned (Spectrum) stores in California.

B. The Agreement 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, including through the establishment of *five* new tiers of service specifically designed to reach California's most economically vulnerable residents and expand broadband affordability and access. Settling Parties agree that the New California LifeLine Service Tiers and the Standalone Non-LifeLine Service Tier, *all* of which will be available to eligible new and existing customers with fixed pricing, without long-term contracts or early termination fees, will specifically benefit customers in ESJ communities and 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. Further, the Agreement provides a five-year fixed-rate commitment, and

Broadband Pilot-enrolled households will also have access to a higher speed, bundled 500/20 Mbps residential home internet access service plus residential wireline voice service for an out-of-pocket bundled price of just \$20 per month after the Broadband Pilot subsidy is applied.

Further, Charter will advance the principles and goals of the Commission's ESJ Action Plan through its promotional pricing commitments across the Combined Company Service Area, subject only to limited exceptions that allow Charter to offer even lower rates that benefit consumers (*e.g.*, promotions specific to low-income households, and disaster-recovery efforts). This commitment will directly help ensure that low-income consumers and, disproportionately, households in ESJ communities benefit from Charter's transparent and consistent pricing practices.

In sum, the Agreement directly advances the Commission's 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. These robust pricing commitments provide concrete, measurable, and enforceable public interest benefits that ensure Commission approval of the Transfer will offer direct and specific benefits to ESJ communities throughout the Combined Company Service Area.

C. The Transaction 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. 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. Other aspects of public safety and network resiliency are currently the subject of ongoing proceedings outside of the specific

terms of this Transaction (*i.e.*, they are issues of general industry applicability and not specific to the Commission’s review of the Transfer) and will be resolved through the Commission’s general rulemaking authority to determine for all providers, statewide.²¹

IV. CONCLUSION

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

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

/s/ Noah Stid

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²¹ The Agreement provides that “[t]he service quality rules applicable to wireless voice services are an outstanding question that the Commission may ultimately resolve in a rulemaking, rather than a transaction-specific proceeding. Accordingly, Settling Parties agree that service quality rules applicable to wireless services, including those provided by MNOs and MVNOs are more appropriately addressed in a generally applicable rulemaking proceeding, such as R.26-02-017, *Order Instituting Rulemaking Proceeding to Consider Service Quality Rules for Wireless Carriers*, filed February 26, 2026, or R.25-07-014, *Order Instituting Rulemaking to Update Communications Emergency Preparedness and Network Resiliency Program*, filed July 24, 2025.” Agreement at para. 16.

Exhibit 1: Charter / Cal Advocates Settlement Agreement

Charter / Cal Advocates Settlement Agreement**April 30, 2026**

This Settlement Agreement (“Agreement” or “Settlement”) is entered into as of April 30, 2026, by and between Charter Communications, Inc. (“Charter”) and the Public Advocates Office at the California Public Utilities Commission (“Cal Advocates,” and together with Charter, the “Settling Parties”) in connection with Application 25-07-016 (“Application” or “A.25-07-016”). The Application was filed by Charter, Charter Communications Holdings, LLC (“Charter Holdings”), Cox Enterprises, Inc. (“CEI”), and Cox California Telcom, LLC (“Cox California”) (collectively referred to as “Joint Applicants”) for approval pursuant to Public Utilities Code Section 854 of 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 D.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 California Public Utilities Commission (the “Commission” or “CPUC”) 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.

RECITALS

WHEREAS, Joint Applicants filed A.25-07-016 on July 30, 2025, to request that the Commission authorize the indirect transfer of control of Cox California to Charter;

WHEREAS, Cal Advocates, the California Emerging Technology Fund (“CETF”), Center for Accessible Technology (“CforAT”), The Utility Reform Network (“TURN”), Digital Equity Los Angeles (“DELA”) and Media Alliance (together, the “Intervening Parties”) disputed the public interest benefits of the Transfer and the Transaction and intervened in Proceeding A.25-07-016 (the “Proceeding”) as a means to resolve those disputes;

WHEREAS, Joint Applicants disputed the assertions of the Intervening Parties and presented evidence that they believed demonstrated, under applicable law, that the Transfer and Transaction met all public interest benefits standards without condition;

WHEREAS, the Settling Parties participated in discovery, submitted various rounds of testimony over many months and undertook good-faith negotiations to reach a mutually beneficial settlement on behalf of California consumers, employees of the Joint Applicants, and the communities that each company serves in the state;

WHEREAS, the Settling Parties have reached the terms of this Agreement that is in the public interest, reasonable in light of the record, and consistent with law, as set forth herein.

AGREEMENT

NOW, THEREFORE, based upon mutual acceptance reflected in this Agreement, the Settling Parties agree to resolve these issues raised in this Proceeding, withdraw any request for evidentiary hearing that they have made, and work in good faith to facilitate a final Commission decision on August 13, 2026. The Settling Parties acknowledge that the Commission will determine the appropriate date for a final Commission decision. If a final Commission decision is not issued on August 13, 2026, the Settling Parties agree to continue to work in good faith to facilitate a prompt final Commission decision.

For purposes of this Agreement, the “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.¹

The Settling Parties hereby agree as follows:

A. *Affordability and Low-Income Broadband Service Offerings*

1. Within 180 days following the closing of the Transaction and for a period of five years thereafter (hereinafter referred to as “the five-year term”), Charter will establish and maintain New California LifeLine Service Tiers (as further defined and set forth in paragraph four below) within the Combined Company Service Area.² These New California LifeLine Service Tiers will be available to all eligible residential broadband customers within the Combined Company Service Area, including both new and existing customers, provided they qualify for and complete enrollment in

¹ The Combined Company Service Area generally corresponds to the 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).

² Charter is an authorized participant in the California LifeLine Broadband Pilot Program (the “LifeLine Pilot”) pursuant to Commission approval of advice letters submitted by Charter in February 2026. Specifically, three 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 (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. Following completion of the Transaction, Charter will promptly apply to expand its participation in the LifeLine Pilot to include the Cox Service areas and to obtain authorization to receive LifeLine Pilot subsidies throughout the Combined Company Service Area. Furthermore, to begin receiving subsidies for the New California LifeLine Service Tiers, Charter may also need to update its existing tier two advice letter authorization to receive additional approval. Charter will promptly make all required applications to the CPUC to effectuate the approvals and, provided there is no delay in obtaining such authorizations, Charter will use best efforts to begin offering these services within the prescribed 180 days. Expansion beyond the Charter service areas into the Cox service areas, so as to provide the New California LifeLine Service tiers across the Combined Company Service Area is contingent upon the Commission providing such authorization.

the California LifeLine Broadband Pilot Program³ (the “LifeLine Pilot”), and otherwise meet the requirements set forth in this Agreement.

2. Eligibility for the LifeLine Pilot is set forth in Commission decision D.25-08-050 (see p. 17-18) and includes enrollment in the following 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
- Federal Veterans and Survivors Pension Benefit Program
- Income-Based Qualification⁴

During the LifeLine Pilot or any substantially similar successor program (as defined in paragraph three) that extends throughout the five-year term, qualification for the

³ *Order Instituting Rulemaking to Update the California Universal Telephone Service (California LifeLine) Program* (“LifeLine Pilot Order”), Decision (“D.”) 25-08-050 (Aug. 28, 2025).

⁴ Income based qualifications methods are established through program rules and updated regularly; the currently limits between June 1, 2025 and May 31, 2026 are as follows: a household size of one is \$24,200; a household of two is \$32,600, a household of three is \$41,100, a household of four is \$49,600 and for each additional household member thereafter the household income increases by \$8,500.

New California LifeLine Service Tiers shall be determined by the California Third-Party LifeLine Administrator.⁵

3. The LifeLine Pilot is currently authorized for three years.⁶ If the LifeLine Pilot is not reauthorized for an additional period of time or if a substantially similar successor program is not established by the Commission or otherwise authorized or established under California law during the remaining period of the five-year term, then Charter shall continue to provide the New California LifeLine Service Tiers for the remainder of the five-year term, using best efforts to qualify and enroll customers under the same LifeLine Pilot eligibility standards applicable during the last month of such program, prior to its expiration. For purposes of this Agreement, a “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.
4. During the five-year term, and as otherwise established in this Agreement, Charter shall provide the following pricing and packaging set forth in this paragraph, which shall constitute the “New California LifeLine Service Tiers.” All pricing stated herein

⁵ The California Third-Party LifeLine Administrator is currently Maximus, a provider of government services that operates through a contract awarded by the State of California through a competitive solicitation process administered by the California Department of Technology on behalf of the CPUC.

⁶ The LifeLine Pilot began on January 27, 2026 and is authorized for three years through January 26, 2029, unless otherwise extended.

shall 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.

- 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.
5. Within 180 days following the close of the Transaction and for the same five-year term that the New California LifeLine Service Tiers are available, Charter will separately establish and maintain a standalone non-LifeLine service tier within the Combined Company Service Area⁷ as further defined in this paragraph 5. This new tier shall be referred to herein as the "Standalone Non-LifeLine Service Tier." The Standalone Non-LifeLine Service Tier shall be available to any existing or new Charter residential customer for standalone 100/20 Mbps internet service at a price of \$20 per month, plus applicable government-imposed taxes and fees. Eligibility for the Standalone Non-LifeLine Service Tier shall require qualification and annual proof of enrollment in one or more low-income programs for which the account holder applies to Charter and can supply a government issued identification card as proof of eligibility for the following programs:⁸

⁷ As defined in footnote 1, *supra*.

⁸ In the event that the income-based eligibility qualification for any benefit program listed herein increases by more than five percent, other than by means of cost-of-living adjustments, during the five-year term

- 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)
 - National School Lunch Program (NSL)
 - Women, Infants and Children Program (WIC)
 - 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
6. The New California LifeLine Service Tiers and the Standalone Non-LifeLine Service Tier shall not require any long-term contracts for eligible customers to receive the stated rates, nor will Charter impose any early termination fees on these services for the duration of the five-year term. To receive or continue receiving service under the New California LifeLine Service Tiers or the Standalone Non-LifeLine Service Tier, customers' service must remain actively in use, and they must be in good standing and meet Charter's general terms and conditions of service that are applicable to all customers.
7. Any customer that wants to combine the standalone broadband offerings in the New California LifeLine Service Tiers (e.g., \$20 for 100/20 Mbps or \$50 for 500/20

(measured from the date of inception of the Standalone Non-LifeLine Service Tier), Charter expressly reserves the right to remove such program from the list of qualifying programs used to determine eligibility for the Standalone Non-LifeLine Service Tier.

Mbps) with a mobile service offering from Charter, in order to obtain the higher \$30 bundled product subsidy under the LifeLine Pilot or a substantially similar successor program, may do so using standard, non-promotional mobile service rates. For example, Charter currently offers its unlimited mobile with 30 gigabytes of premium data for \$40 per month. If a customer qualifies for the New California LifeLine Service Tiers and wants to include this mobile service, Charter shall permit that eligible customer to take the 100/20 Mbps service for \$20 per month, plus the unlimited mobile service with 30 gigabytes of premium data for \$40 per month, for a combined cost of \$60 per month; provided that the customer meets those eligibility requirements and enrolls, the customer can receive a \$30 subsidy, establishing a final cost to the customer of \$30 per month, plus government-imposed applicable taxes and fees.⁹

8. To take advantage of these New California LifeLine Service Tiers, any existing California LifeLine customer that has a voice or mobile California LifeLine subsidy from another provider – whether that customer is participating in the LifeLine voice and mobile service subsidy program or receiving voice or mobile service through the LifeLine Pilot – must agree to port their voice or mobile service to Charter to qualify for these offerings from Charter.
9. Charter may elect to continue to offer, as it does presently at the time of this Agreement, other tiers of service that may also qualify for the LifeLine Pilot (other than the New California LifeLine Service Tiers) that are approved for Charter’s use under the LifeLine Pilot.
10. For any customer subscribing to the 500/20 Mbps standalone or bundled wireline voice offerings that are part of the New California LifeLine Service Tiers, the Settling Parties agree and acknowledge that Charter shall have the right, subject to approval

⁹ Mobile pricing provided for illustrative purposes only. Prices, terms and restrictions for mobile service offerings may be subject to change.

of the Commission, if necessary, to downgrade a customer to the less expensive 100/20 Mbps standalone or 100/20 Mbps bundled wireline voice offering as an alternative to disconnection for non-payment (the “Downgrade Alternative”). Such Downgrade Alternative may be used to avoid disconnection for non-payment. Because the Downgrade Alternative will serve to keep more Californians connected who otherwise cannot continue to pay their bill, Cal Advocates expressly acknowledges that it will support Charter’s effort to obtain approval of the Commission, if necessary, for the Downgrade Alternative under the LifeLine Pilot or any substantially similar successor program.

11. For a period of at least five 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 enrolled prior to the close, provided they continue to meet the eligibility requirements for those programs that existed at the time of close, 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.
12. During the five-year term, Charter agrees to spend at least \$300,000 annually in California (through either direct advertising or through in-kind marketing and advertising activities or a combination thereof) to make consumers aware of its low-income broadband services, including the New California LifeLine Service Tiers and the Standalone Non-LifeLine Service Tier. Charter will provide a webpage to advertise and inform customers about the availability of these offers and utilize, at its discretion, bill messages and other communication tactics to inform customers about its low-income broadband services, including the New California LifeLine Service Tiers and Standalone Non-LifeLine Service Tier, with the goal of maximizing contacts and impressions within high eligibility areas. Charter’s webpage and other advertisements will include language that makes customers aware that they can receive assistance with these programs at Charter-owned (Spectrum) stores.

13. For the five-year term of the New California LifeLine Service Tiers and the Standalone Non-LifeLine Service Tier, measured bi-annually from the date of inception, Charter will provide to the Commission and Cal Advocates a report on its participation in affordability programs that includes the following data pertaining to Charter: the current total number of state LifeLine voice customers in California; the current total number of LifeLine Pilot customers or total number of customers in the substantially similar successor program for which Charter participates; and, the total number of customers in each tier of service for which Charter receives LifeLine subsidies, including, but not limited to the New California LifeLine Service Tiers. The report shall also include the current total number of customers in the Standalone Non-LifeLine Service Tier. Charter will request confidential treatment and protection from public disclosure for Information provided to the Commission and Cal Advocates pursuant to this paragraph 13, consistent with the requirements of Public Utilities Code Section 583 and General Order 66-D.

B. Restrictions on Promotional Pricing

14. Charter commits that in the Combined Company Service Area, for a period of three years from the close of the Transaction, new residential customer promotions¹⁰ will be non-discriminatory statewide and will be set at monthly rates of \$70 for 1000/35 Mbps, \$50 for 500/20 Mbps, and \$30 for 100/20 Mbps, with the following lower-priced exceptions:

- Promotions in response to competitor pricing and offers, new competitor entry or expansion, competitor network upgrades, and the near-term expected entry, expansion or upgrade of a competitor may be set below

¹⁰ For purposes of this section, “promotions” shall mean lower priced, monthly broadband service rates offered to consumers for a defined period of time and shall not apply to a customer loyalty or retention program or to bulk service contracts with a residential multiple dwelling unit or homeowners association. Notwithstanding the foregoing, nothing in Section B (entitled “Restrictions on Promotional Pricing”) shall impact consumer rights under California Civil Code Section 1942.8 or to offer a lower priced bulk service contract reflective of Charter’s New California Lifeline Service Tier prices in Section 8 and other residential public housing.

the statewide promotional price. Once Charter establishes such a lower promotional price under this exception that is offered for more than 30 days, it should adjust the statewide promotional price as necessary to ensure that the difference between the statewide promotional price and the lower promotional price does not exceed \$15 per month or, in the case of an offer of free service, 20% of the customer's expected annual service revenue.

- Promotions to former customers or customers in retention.
- Promotions related to "Back to School" in zip codes immediately adjacent to Colleges and Universities.
- Promotions to low-income households.
- Promotions as part of a disaster recovery effort, including in response to natural disasters.¹¹

15. Charter shall be required to file a report on an annual basis demonstrating its compliance with the paragraph 14 obligation. The form and substance of the report shall be determined upon mutual agreement between the Settling Parties. Charter will request confidential treatment and protection from public disclosure for Information provided to the Commission and Cal Advocates pursuant to paragraph 14, consistent with the requirements of Public Utilities Code Section 583 and General Order 66-D.

C. Public Safety and Resiliency

16. The service quality rules applicable to wireless voice services are an outstanding question that the Commission may ultimately resolve in a rulemaking, rather than a transaction-specific proceeding. Accordingly, Settling Parties agree that service quality rules applicable to wireless services, including those provided by MNOs and MVNOs are more appropriately addressed in a generally applicable rulemaking

¹¹ Nothing herein shall be deemed to impact the obligations of Charter, if any, to provide credits to a customer for outages affecting their service, in accordance with applicable law, including, but not limited to any customer service or resiliency requirements pursuant to applicable rules or orders established by the Commission.

proceeding, such as R.26-02-017, *Order Instituting Rulemaking Proceeding to Consider Service Quality Rules for Wireless Carriers*, filed February 26, 2026, or R.25-07-014, *Order Instituting Rulemaking to Update Communications Emergency Preparedness and Network Resiliency Program*, filed July 24, 2025.

D. Other Terms and Conditions

17. Settlement Terms: The Settling Parties will adhere to these commitments, and this Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.
18. The Settling Parties will file this Settlement Agreement with the Commission pursuant to a motion to find the settlement to be in the public interest, and all Settling Parties will support the motion.
19. This Agreement is the product of settlement negotiations. The Settling Parties agree that the content of these negotiations (including any work papers or documents produced during settlement negotiations which are protected under Rule 12) is confidential; that all offers of settlement are without prejudice to the position of any party or participant presenting such offer or participating in such discussion; and, except to enforce rights related to this Settlement Agreement or defend against claims made under this Settlement Agreement, that they will not use the content of said negotiations in any manner in this or other proceedings involving one or more of the Settling Parties, or otherwise.
20. The terms of this Settlement Agreement will be governed by California law. This Settlement Agreement will be effective upon final approval by the Commission. Should the Transaction not close, despite Commission approval, Settling Parties agree to seek appropriate relief to unwind any commitments set forth in this Settlement Agreement that could survive the failure of the Transaction.

21. The signatories listed below represent that they are authorized on behalf of their principals to enter into this Settlement Agreement.
22. The Settlement Agreement and attachments contain the entire agreement between the Settling Parties hereto with respect to resolution of the issues in the above-captioned docket, subject to the approval of the Commission.
23. No modification, amendment, or waiver of any of the terms or provisions of this Agreement shall bind any of the Settling Parties, unless such modification, amendment or waiver is in writing and has been executed by a duly authorized representative of the Settling Party against whom such modification, amendment, or waiver is sought to be enforced and is approved by the Commission.
24. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
25. The Settling Parties agree to use their best efforts to obtain Commission approval by August 13, 2026. The Settling Parties acknowledge that the Commission will determine the appropriate date for a final Commission decision. If a final Commission decision is not issued on August 13, 2026, the Settling Parties agree to continue to work in good faith to facilitate a prompt final Commission decision. The Settling Parties will request that the Commission approve the Agreement without change and find the Agreement to be reasonable, consistent with the law, and in the public interest. The Settling Parties will take no action inconsistent with or in opposition to this Agreement at the Commission or in any other forum or jurisdiction, including the FCC.
26. This Agreement is being presented as an integrated package such that Settling Parties are agreeing to this Agreement as a whole, as opposed to agreeing to specific elements to this Agreement. If the Commission adopts this Agreement with modifications or additions, all Parties must consent to the modifications or

additions or any Settling Party may void this Agreement, but only after such party provides the other parties to the Agreement with the opportunity to meet and confer in good faith regarding the proposed modifications or additions.

27. Following approval by the Commission, this Agreement is severable. If any of the provisions of the Agreement are held to be invalid, illegal, or unenforceable, the unaffected provisions of the Agreement will be unimpaired and remain in full force and effect.

Charter Communications, Inc.		Public Advocates Office at the California Public Utilities Commission	
Signature: 	Signature: 		
Name: Adam Falk	Name: Richard Rauschmeier		
Title: Senior Vice President, State Government Affairs	Title: Deputy Director of Water, Communications and Broadband, Public Advocates Office		
Date of Execution: April 30, 2026	Date of Execution: April 30, 2026		