

BEFORE THE PUBLIC UTILITIES COMMISSION OF  
THE STATE OF CALIFORNIA



**FILED**

05/22/26  
04:59 PM  
A2507016

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  
(Filed July 30, 2025)

**[PUBLIC]**

**OPENING BRIEF OF THE UTILITY REFORM NETWORK**

[All Charter Highly Confidential and Confidential Material Redacted]



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May 22, 2026

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The Commission should condition the approval of the proposed transaction on Charter continuing to offer Connect2Compete throughout its and Cox’s service territories for twenty years.	IV.A.2.a.4.c
The Commission should require Charter to expand the list of qualifying programs for all low-income internet offerings to include those accepted by Cox, those accepted by Cox, and allow households	IV.A.2.a.4.c

to qualify for all low-income internet offerings directly through income.	
The Commission should also require Charter to expand eligibility of Connect2Compete to include households with students enrolled in post-secondary education (e.g., college, trade school).	IV.A.2.a.4.c
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The Commission should impose a condition that if Charter fails to meet certain GO 133-D or 133-E metrics for two consecutive months, it must invest an amount determined by the Commission in customer service improvements in California.	IV.A.3.b
The Commission should condition the proposed transaction on Charter establishing a dedicated California customer hotline to assist consumers during the integration of Charter’s and Cox’s operations.	IV.A.3.b

The Commission should condition the proposed transaction on Charter submitting a detailed report about how it will integrate its and Cox’s operations within 90 days after closing.	IV.A.3.b
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The Commission should adopt versions of New York Public Service Commission conditions requiring (1) Charter to maintain an adequate workforce to provide responsive customer service and meet service quality requirements and (2) Charter to annually file details of all Charter employees in California or serving California customers.	IV.A.3.d.1
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The Commission should condition approval of the proposed transaction on Charter not closing any Charter or Cox retail stores in California for five years.	IV.A.3.d.1
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## **I. INTRODUCTION**

Pursuant to Rule 13.12 of the California Public Utilities Commission’s (Commission) Rules of Practice and Procedure<sup>1</sup> and the schedule established in the December 9, 2025, Assigned Commissioner’s Scoping Memo and Ruling, as revised by the March 2, 2026, Administrative Law Judge’s Ruling Providing Log-In Information and Instructions for Evidentiary Hearings, The Utility Reform Network timely submits this opening brief regarding the joint application (Application) of Charter Communications, Inc., Charter Communications Holdings, LLC, and Cox Enterprises, Inc. (Cox) for the indirect transfer of control of Cox California Telecom, LLC (Cox California) to Charter, pursuant to Section 854 of the California Public Utilities Code.

In this brief, TURN discusses the applicable legal standard for the indirect transfer of control of Cox California; whether Joint Applicants’ meet that standard based on their existing commitments related to the proposed transaction; the need for conditions or mitigation measures; and the proposed transaction’s impact on public safety and the attainment of the Commission’s Environmental and Social Justice (ESJ) goals. Based on TURN’s review of the record, Joint Applicants have not met the standard in Section 854, and TURN respectfully requests that the Commission either deny the proposed transaction or create adequate conditions so that the proposed transaction meets the legal standard.

## **II. FACTUAL BACKGROUND**

Charter Communications, Inc. is a broadband Internet company and cable operator in California.<sup>2</sup> Cox Enterprises, Inc. is privately held and is the parent of Cox California Telecom, LLC, a limited liability company provides voice services in California.<sup>3</sup> Together,<sup>4</sup> on July 30, 2025, Joint Applicants filed an application with the Commission to transfer control of Cox California Telecom, LLC to Charter Communications Holdings, LLC.<sup>5</sup>

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<sup>1</sup> Unless otherwise specified, references to “Rule(s)” refer to the Commission’s Rules of Practice and Procedure.

<sup>2</sup> 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 Telcom, LLC (U-5684-C) (Public Version) (filed Jul. 30, 2025) at 3. (Application)

<sup>3</sup> *Id.* at 6-7.

<sup>4</sup> Unless otherwise specified, TURN’s reference to Charter and Cox are to the collective Charter and Cox entities that are represented in this proceeding. The use of “Joint Applicants” refers to the collective entities.

<sup>5</sup> See *generally* Application.

On September 5, 2025, TURN and the Center for Accessible Technology (CforAT) filed a protest to Joint Applicants' application.<sup>6</sup> Over the course of this proceeding, beginning on September 5, 2025, the Administrative Law Judge (ALJ) has issued five orders for Joint Applicants to file supplemental information with the Commission.<sup>7</sup> Joint Applicants have submitted responses to each.<sup>8</sup> Joint Applicants filed a joint reply to TURN and CforAT's protest and a protest by the Public Advocates Office (Cal Advocates) on September 15, 2025.<sup>9</sup>

On December 9, 2025, the Commission issued a scoping memo and did not set evidentiary hearings but provided an opportunity for parties to move for them, if desired.<sup>10</sup> The scoping memo also scheduled four public participation hearings (PPHs) from February 4 to February 25, 2026.<sup>11</sup> On January 13, 2026, the ALJ issued an email ruling setting the deadlines for Joint Applicants' direct testimony and intervenor rebuttal testimony on January 30 and March 11, 2026, respectively.<sup>12</sup>

On January 30, 2026, Joint Applicants filed their opening testimony. On February 11, 2026 TURN and other intervenors filed their opening testimony.<sup>13</sup> On February 12, 2026, TURN, along with CforAT, Cal Advocates, and Media Alliance, filed a motion requesting evidentiary hearings.<sup>14</sup> The Commission set evidentiary hearings for April 20 through April 24, 2026.<sup>15</sup> Intervenors filed rebuttal testimony and supplemental testimony on March 11, 2026,<sup>16</sup> and on April 9, respectively.<sup>17</sup>

The Commission held evidentiary hearings for this proceeding from April 20, 2026,

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<sup>6</sup> See generally Protest of TURN and CforAT of Joint Application of Charter Communications, Inc., Charter Communications Holding, LLC, and Cox Enterprises, Inc. for Approval Pursuant to Public Utilities Code Section 854 of the Indirect Transfer of Control of Cox California Telecom (U-5684-C) (filed Sept. 5, 2025). (Joint Commenters Protest)

<sup>7</sup> See, e.g., ALJ's Ruling Directing Filing of Additional Information Within 10-Days (issued Sept. 5, 2025) at 2-3.

<sup>8</sup> See, e.g., Response to ALJ Inquiry (filed Sept. 15, 2026).

<sup>9</sup> Joint Reply of Charter Communications, Inc., Charter Communications Holdings, LLC, Cox Enterprises, Inc., and Cox California to Protests (filed Sept. 15, 2025) (Joint Reply).

<sup>10</sup> Assigned Commissioner's Scoping Memo and Ruling (issued Dec. 9, 2025). (Scoping Memo)

<sup>11</sup> *Id.* at 4.

<sup>12</sup> Email Ruling Setting Testimony Deadlines (issued Jan. 13, 2026).

<sup>13</sup> See, e.g., Exh. 70 (Opening Testimony of David Brevitz).

<sup>14</sup> See Motion of TURN, CforAT, California Public Advocates Office, and Media Alliance for Evidentiary Hearings (filed Feb. 12, 2026).

<sup>15</sup> ALJ's Ruling Providing Log-In Information and Instructions for Evidentiary Hearings (issued Mar. 2, 2026).

<sup>16</sup> See, e.g., Exh. 79 (Rebuttal Testimony of David Brevitz).

<sup>17</sup> See ALJ's Fifth Ruling Directing Filing of Additional Information Within 10 Days (issued Mar. 18, 2026) at 12.

through April 23, 2026. As of the filing of this brief, there are two pending motions for settlement.<sup>18</sup> TURN will discuss settlements in separate comments. However, TURN contends that even if the Commission approves both settlements, they are not sufficient to meet the legal standard, and additional mitigation measures or conditions are necessary.

### III. LEGAL STANDARD OF REVIEW

Section 854 requires that the Commission examine and approve the mergers, acquisitions, or transfers of control of public utilities.<sup>19</sup> Under Section 854, the Commission has the authority to examine all the public interest implications of a transaction in its review.<sup>20</sup> Further, the Commission has the authority to attach conditions to a transaction to protect and promote the public interest, as the California Court of Appeal has recognized.<sup>21</sup>

The Commission has confirmed that the public interest standard is not merely a continuation of the status quo but requires affirmative benefits:

. . . Joint Applicants in briefs argue the proposed transaction is “not adverse” to the public interest, while intervenors argue the standard is whether the Proposed Transaction is not in the public interest. We see a distinction between those two choices of words and for clarity indicate the statute reads the Commission must find the proposed the transaction is “in the public interest” not that it is “not adverse to the public interest.” Thus a “do no harm” standard is not sufficient in this case.<sup>22</sup>

Section 854 has several sub-parts, with (a) requiring the Commission approval and (b) and (c) requiring the Commission to consider specific factors if parties to the transaction meet certain thresholds. The Commission has made clear that subsections (a) through (c) apply to this proposed transaction.<sup>23</sup> Therefore, the Commission should give no weight to conclusions Joint Applicants or

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<sup>18</sup> Joint Motion of Charter Communications, Inc. and California Emerging Technology Fund for Adoption of Settlement Agreement (filed May 1, 2026); Joint Motion of Charter and Public Advocates Office for Adoption of Settlement Agreement (filed May 1, 2026).

<sup>19</sup> Cal. Pub. Util. Code § 854(a).

<sup>20</sup> *Id.* See also D.21-11-030 (issued in A.20-11-001 on Nov. 19, 2021) at 6 (noting that Section 854(c) “does not bar consideration of other criteria”).

<sup>21</sup> *PG&E Corp. v. Pub. Utilities Com.*, 118 Cal. App. 4th 1174, 1196 (2004); D.21-11-030 at 7-8 (“[T]he Commission has the authority under Pub. Util. Code § 854 to fashion its own conditions.”) See also Cal. Pub. Util. Code § 854(e) (requiring the Commission to “consider reasonable options to the proposal recommended by other parties, including no new merger, acquisition, or control, to determine whether comparable short-term and long-term economic savings can be achieved through other means while avoiding the possible adverse consequences of the proposal”).

<sup>22</sup> D.21-11-030 at 9, fn 10 (internal citation omitted).

<sup>23</sup> See, e.g., Tr. Vol. 5 at 447:3-11 (Judge Ormond: “Due to the scale and complexity of this case, the scope in -- as indicated in the commissioner's scoping memo . . . is broad and inclusive of the authority granted to the Commission under Section 854 of the Public Utilities Code. Therefore, information reasonably related to 854, including 854(b)(2), as indicated throughout this proceeding is welcome . . . .”)

their witnesses draw by applying only Section 854(a).<sup>24</sup>

As with other applications before the Commission, the applicants bear the burden of proof.<sup>25</sup> In the context of Section 854, applicants specifically have “the burden of proving by a preponderance of the evidence that the requirements of subdivisions (b) [and] (c) . . . are met.”<sup>26</sup> Or, phrased another way, “To meet their burden of proving that the proposed transaction is in the public interest in California, Joint Applicants must provide evidence that the transaction would result in specific, actionable benefits, or commitments to provide benefits . . . .”<sup>27</sup>

Section 709 lays out the state policies for telecommunications, which include continuing the commitment to universal service by “assuring the continued affordability and widespread availability of high-quality telecommunications services;” encouraging “the equitable provision of services in a way that efficiently meets consumer needs;” “bridging the ‘digital divide’ by encouraging expanded access to state-of-the-art technologies;” promoting “economic growth, job creation, and the substantial social benefits” associated with access to communications technologies; promoting “lower prices;” and “encourag[ing] the fair treatment of consumers with “sufficient information for making informed choices, establishment of reasonable service quality standards, and establishment of processes for equitable resolution of billing and service problems.”<sup>28</sup>

#### IV. SCOPING QUESTIONS

##### A. Whether the Application meets the requirements of Public Utilities Code Section 854.

###### 1. Section 854(a)

The Commission has broad authority to examine transactions under Section 854(a) alone.<sup>29</sup>

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However, even in cases where only subsection (a) applies, the Commission has expansive authority to review the transfer of control of a public utility, including the ability to consider the factors enumerated in the other subsections. *See, e.g.*, D.06-02-033 (issued in A.05-07-010 on Feb. 21, 2006) at 23 (recognizing the Commission’s “broad discretion to determine if [a transaction] is in the public interest” when reviewing under Section 854(a)); D.05-11-028 (issued in A.05-11-028 on Nov. 18, 2005) at 29-56 (analyzing the impact on competition of a transaction subject to only 854(a) review).

<sup>24</sup> *See, e.g.*, Exh. 29 (Opening Testimony of Adam Falk) at 2:8-10. Relatedly, the Commission should give no weight to Mr. Falk’s testimony as to whether the proposed transaction meets any legal standard, as he is not a practicing attorney. Tr. Vol. 6 660:3-4 (Falk: “I’m a retired attorney. I’m -- I’m not practicing law . . . . I don’t represent the company in a capacity as a -- as a lawyer or counsel.”).

<sup>25</sup> D.16-01-047 (issued in A.13-09-023 on Jan. 29, 2016) at 5 (“Applicants have the burden of proof to demonstrate that the requested relief is just and reasonable.”).

<sup>26</sup> Cal. Pub. Util. Code § 854(f).

<sup>27</sup> D.21-11-030 at 22.

<sup>28</sup> Cal. Pub. Util. Code § 709 (a), (c)-(f), (h).

<sup>29</sup> *See* note 23, *supra*.

However, as discussed above, the proposed transaction is subject to Section 854(a) through (c). This brief examines the factors in (b) and (c), as well as other scoped public interest issues, below. TURN recommends that the Commission adopt conditions and mitigation measures if it approves the proposed transaction, which TURN discusses in more detail below. As proposed, this transaction is not in the public interest and does not satisfy the requirements of Section 854(a).

## **2. Section 854(b)**

The proposed transaction does not satisfy the standard in Section 854(b) unless the Commission adopts conditions and mitigation measures. Section 854(b) requires the Commission to assess a transaction's compliance with three applicable elements and not authorize the transaction unless it satisfies those elements. These elements are the short-term and long-term economic benefits to ratepayers, the equitable allocation of forecasted economic benefits, and no adverse effect on competition.<sup>30</sup> TURN discusses each element in this section.

***a) Charter has not demonstrated short-term or long-term economic benefits stemming from the proposed transaction; TURN contends that the proposed transaction will exacerbate economic harms to consumers.***

The proposed transaction has negative short-term and long-term economic implications for Joint Applicants' customers and the households in their service territory in terms of the pricing of Charter's services, Charter's opaque bundling and promotional practices, discriminatory pricing practices, Charter's practice of upselling, reduced access to low-income service offerings, and lack of infrastructure deployment in Joint Applicants' service territories.

**(1) There are no consumer pricing benefits specific to the proposed transaction, despite Charter's misleading savings claims.**

The Commission should not rely on Charter's promotions of "\$1,000 savings."<sup>31</sup> TURN contends that public comments in this proceeding about savings stem from misleading or unclear statements from Charter—which, as evidenced by the comments in the PPHs, Charter has intentionally not clarified throughout this proceeding. Since Charter has steadfastly refused throughout this proceeding to make specific, concrete, and measurable commitments to pass through to customers the touted cost efficiencies and savings from the proposed transaction, the Commission will have to fashion its own conditions to meet the public interest standard and reasonable expectations among Charter customers encouraged by Charter's own statements.

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<sup>30</sup> Cal. Pub. Util. Code § 854(b).

<sup>31</sup> See, e.g., ALJ's Fifth Ruling Directing Filing of Additional Information Within 10 Days (issued Mar 18, 2026), at 5. (Fifth ALJ Ruling)

The source of the “savings” claim is Charter’s promotional offer to new customers that they will save \$1,000 in the first year if they switch mobile service from AT&T, Verizon, or T-Mobile to at least two Spectrum mobile lines and transfer internet service from any provider.<sup>32</sup> Even for customers who met these conditions, this offer does not compare Charter and Cox prices, and Joint Applicants cannot claim it is a transaction-specific benefit because it is a current Charter promotional offer. The limitations and conditions on this offer make clear it does not apply for the broad swath of existing Charter customers in California. It also does not apply to customers who wish to take less than Charter’s preferred full bundled package for affordability or other reasons. Nor is it “guaranteed” past the first year. Finally, the \$1,000 savings statement is in the context of a customer’s total bill—not individual rates for service, which was Charter’s preferred argument in the hearing.<sup>33</sup>

Charter has refused to make any concrete, specific and measurable pricing commitments.<sup>34</sup> Customers are understandably confused about what reductions (if any) to expect to their bills as a result of Charter’s touted cost savings and efficiencies from the proposed transaction. The Commission should craft its own conditions to ensure that an appropriate share of cost savings and efficiencies are passed through to California customers. To meet the public interest standard and advance state policy goals regarding affordability, TURN recommends a five-year price freeze for all Charter’s service offerings. TURN proposes language in Appendix A.

**(2) Charter’s arbitrary and discriminatory bundling and promotional pricing harms consumers.**

An emphasis on bundling is one example of consumer issues with Charter’s promotional pricing. Charter’s witness, Mr. Falk, stated on cross-examination that “there’s many, many different iterations of promotional bundles that, you know, could go into the hundreds.”<sup>35</sup> There is

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<sup>32</sup> Exh. 106 (Supplemental Testimony of David Brevitz) at 5:16-20.

<sup>33</sup> *See, e.g.*, Vol. 5, Tr. 563:22-564:12 (Guevara: “What our agents are trained to do is to have a needs-based discussion with the customer and what that basically means is that all aspects of the customers’ homes are discussed, and during the discovery process, there are times where we can save the customer money on other products and services . . . .”); Vol. 8, Tr. 928:2-937:11. *See also* MarketBeat, Charter Communications CEO Says ARPU Selloff Misses Bigger Broadband Strategy (May 16, 2025), <https://www.marketbeat.com/instant-alerts/charter-communications-ceo-says-arpu-selloff-misses-bigger-broadband-strategy-2026-05-15/> (quoting Charter’s CEO as stating “We managed the business . . . to try to derive the highest terminal penetration of customer relationships, the highest amount of products in the household, and as a result of that, having the highest revenue and margin at the household level.”).

<sup>34</sup> *See, e.g.*, Vol. 6, Tr. 607:14-25. Exh. 20 (TURN > Charter DR 04.19) Question 19(b) (“Charter cannot . . . make specific commitments about future pricing or speeds at this time . . . .” regarding a bundled home internet and mobile wireless plan for 1 Gbps home internet and two unlimited mobile lines)

<sup>35</sup> Vol. 6, Tr. 707:6-8.

no single overarching Charter policy for promotional pricing for bundles or services.<sup>36</sup> Almost as if to highlight this lack of certainty on pricing, on the first day of evidentiary hearings, Joint Applicants filed a second errata version of two of their witnesses' direct testimony filings<sup>37</sup> to reflect "a price change in the first quarter" that resulted in an increased price for the first mobile line in an unlimited plan for single-line customers.<sup>38</sup>

Promotional pricing for Charter's "hundreds of bundles" is "not easily accessible because they are not published in any aggregated or transparent form . . . . Promotional prices vary by address and are not publicly disclosed in a comprehensive or usable format, limiting regulatory oversight and obscuring market behavior . . . . If broadband providers were required to publish machine-readable, address-level pricing data, it would significantly improve transparency, strengthen competition analysis, and better protect consumers by improving their access to pricing information."<sup>39</sup>

Discriminatory disparities in Charter service pricing that reinforce the digital divide that have been observed in multiple studies in California.<sup>40</sup> "The California Community Foundation and Digital Equity L[os] A[ngeles] [DELA] documented that there are disparities in advertised pricing for broadband services such that broadband is slower and more expensive in high poverty neighborhoods in Los Angeles County areas served by Charter."<sup>41</sup> The Digital Divide and Digital Discrimination in Los Angeles Disadvantaged and Low-income Communities, a working paper by Professor Catherine J.K. Sandoval (Sandoval Working Paper), found internet pricing differences among Los Angeles communities that discriminate among communities based on income (lower or higher), proportion of non-white residents, or disadvantaged communities, such that low-priced

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<sup>36</sup> Exh. 38 (TURN > Charter DR 05.03), Question 3(b) (" . . . Charter does not maintain a formalized or overarching policy document that determines the rate at which all of its promotional offerings necessarily 'step up' to rack rate . . . .").

<sup>37</sup> Exh. 19. (Second Errata Opening Testimony of Bryan Keating [PUBLIC]); Exh. 27 (Second Errata Opening Testimony of Bryan Keating [CONFIDENTIAL]); Exh. 7 (Second Errata Rebuttal Testimony of David Andreski [PUBLIC]); Exh. 8 (Second Errata Rebuttal Testimony of David Andreski [CONFIDENTIAL]).

<sup>38</sup> Vol. 5, Tr. 523:9-17.

<sup>39</sup> Exh. 70 (Opening Testimony of David Brevitz) at 20:3-11 (quoting Exh. 146 (Exhibits to the Direct Testimony of Bixia Ye) Attachment D-14, at 5).

<sup>40</sup> Exh. 79 (Rebuttal Testimony of David Brevitz) at 17:13-18:16.

<sup>41</sup> Exh. 70 (Opening Testimony of David Brevitz) at 34:14-17.

Internet service tiers are “rarely offered” in these communities.<sup>42</sup> These discriminatory practices are even more damaging because the “single greatest reason low-income households don’t have broadband access is affordability.”<sup>43</sup> For example, the Sandoval Working Paper found that residents of Disadvantaged Communities<sup>44</sup> its highest price tier for gigabit broadband service, causing them to “pay \$20 a month more than Charter charges residents of some wealthy Beverly Hills neighborhoods.”<sup>45</sup>

To mitigate the harms of these pricing practices expanding, TURN recommends a condition regarding the publication of broadband prices, as recommended by TURN’s witness, Mr. Brevitz.<sup>46</sup> TURN proposes language for this condition in Appendix A.

**(3) Charter’s practice of upselling is not in the public interest and needs mitigation.**

Charter has a core business practice of “upselling” customers into larger and more expensive service bundles when they make customer service contacts. One of the California Emerging Technology Fund’s witnesses found that “Even when customers articulate limited needs and affordability constraints, Charter/Spectrum representatives first present higher-revenue service plans and bundled plans over low-cost plans; and Charter/Spectrum demonstrates a pattern and practice of upselling customers – even those who explicitly request affordable or basic service – toward higher-cost plans and bundled services.”<sup>47</sup> Similarly, a DELA representative commented at one of the PPHs in this proceeding that “[m]any families have shared within our coalition that they have tried to cancel their plan and they’ve been transferred between multiple Charter representatives and repeatedly pushed towards changing or up-charging their subscriptions instead of being outright cancelled.”<sup>48</sup>

This pattern of upselling is ingrained in Charter’s sales practices. “[I]n order to meet sales goals, also known as personal sales unit (‘PSU’) goals, Charter paired [Affordable Connectivity Program] ACP eligibility with deliberate upsell paths designed to increase customers’ buy-in to

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<sup>42</sup> Exh. 79 (Rebuttal Testimony of David Brevitz) at 17:16-18:12 (citing Exh. 16 (The Digital Divide and Digital Discrimination in Los Angeles Disadvantaged and Low-income Communities by Catherine J.K. Sandoval)).

<sup>43</sup> Vol. 7, Tr. 887:22-25 (citing Exh. 56 (Opening Testimony of S. McPeak at 18:16-21)).

<sup>44</sup> See Cal. Health and Safety Code § 39711; Exh. 16 (The Digital Divide and Digital Discrimination in Los Angeles Disadvantaged and Low-Income Communities by Catherine J.K. Sandoval) at 9.

<sup>45</sup> Exh. 16 (The Digital Divide and Digital Discrimination in Los Angeles Disadvantaged and Low-Income Communities by Catherine J.K. Sandoval) at 3.

<sup>46</sup> Exh. 70 (Opening Testimony of David Brevitz) at 20:3-11, 47:1-3.

<sup>47</sup> Exh. 83 (Opening Testimony of Rigo Hernandez) at 3.

<sup>48</sup> Vol. 4, Tr. 409:14-19.

Charter’s other products and services such as TV and mobile subscriptions.”<sup>49</sup> Charter’s customer service representatives have direct incentives to upsell, as those representatives “are evaluated on the number of sales they are expected to generate.”<sup>50</sup>

Service bundles and upselling<sup>51</sup> **[BEGIN CHARTER HIGHLY CONFIDENTIAL]**

[REDACTED]

**[END CHARTER HIGHLY CONFIDENTIAL]**

To mitigate the harm of more customers being exposed to Charter’s upselling practices, TURN recommends modifications to the training of Charter’s customer service representatives to prevent unwanted upselling. TURN proposes language in Appendix A.

**(4) The proposed transaction will harm consumers by exposing them to Charter’s promotional pricing and reducing access to Cox’s low-income programs.**

Charter and Cox both participate in California LifeLine, federal Lifeline, and offer their own low-income broadband programs. Without additional conditions, the proposed transaction does not provide meaningful benefits to Joint Applicants’ California LifeLine, federal LifeLine, and voluntary low-income program customers.

(a) Charter’s California LifeLine participation is voluntary and exposes consumers to its promotional pricing.

Charter is not a Carrier of Last Resort (COLR).<sup>55</sup> This means that Charter’s California LifeLine participation is voluntary.<sup>56</sup> Charter has made no commitments to participate in California

<sup>49</sup> Exh. 53 (Sandoval v. Charter Amended Complaint) at 48. (emphasis added)

<sup>50</sup> Vol. 5, Tr. 570:23-25.

<sup>51</sup> Exh. 97 (Rebuttal Testimony of David Brevitz (Charter HCI)) at 15:15-16:3 (citing Exh. 104 (CHARTER-TURN-DR001-Q2-0000426) at 0000430 and 0000436).

<sup>52</sup> Exh. 104 (CHARTER-TURN-DR001-Q2-0000426) at 0000430.

<sup>53</sup> *Id.* at 0000436.

<sup>54</sup> [REDACTED]

<sup>55</sup> *See, e.g.*, Exh. 26 (D.24-06-024) at 7 (stating that “cable companies . . . do not meet the definition of a [Carrier of Last Resort]”); D.12-12-038 (issued in R.09-06-019 on Dec. 24, 2012) at Attachment C (designating ILECs as COLRs).

<sup>56</sup> *See* General Order (G.O.) 153-A § 1.3.

LifeLine for a specific amount of time if the Commission approves the proposed transaction.<sup>57</sup>

Under current rules, Charter could cease its California LifeLine participation as soon as it provides a 30-day notice to subscribers and fulfils contractual obligations it has entered into with its subscribers.<sup>58</sup> At minimum, the Commission should condition the approval of the proposed transaction on Charter continuing to participate in California LifeLine for at least twenty years. The Commission routinely imposes conditions on mergers and acquisitions requiring continued California LifeLine participation.<sup>59</sup> TURN proposes language for this condition in Attachment A.

Charter has highlighted its participation in the California LifeLine Home Broadband Pilot (Pilot) as a benefit of the proposed transaction, as it would expand the Pilot to Cox’s service territory,<sup>60</sup> but Charter’s participation is not an unambiguous benefit. *All providers’* participation in the Pilot is voluntary;<sup>61</sup> absent conditions, Charter could scale down or potentially cease its Pilot participation. The Commission should require Charter to participate in the Pilot for its entire duration and participate in any successor subsidy program that supports standalone broadband or broadband bundled with wireline or wireless voice. TURN proposes language for this condition in Attachment A.

Furthermore, Charter engages in promotional pricing with its approved Pilot plans as well.<sup>62</sup> Charter has provided examples of Charter plans with the Home Broadband Pilot subsidy applied, but not all examples discuss the out-of-pocket costs of a plan once promotional pricing ends.<sup>63</sup> Under Bundled Internet Advantage, internet service goes from fully covered by the Pilot subsidy to \$30 a month after the end of promotional pricing.<sup>64</sup> With Bundled Internet Premier, the price a Pilot subscriber pays for internet increases from a \$10 promotional price to \$55 after promotional

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<sup>57</sup> Tr. Vol. 5 525:20-523:16.

<sup>58</sup> G.O. 153-A § 4.8.

<sup>59</sup> See, e.g., D.26-01-023 (issued in A.24-10-006 on Jan. 20, 2026) at OP 22; D.21-11-030 at OP 2; D.20-04-008 (issued in A.18-07-011 on Apr. 27, 2020) at OP 13

<sup>60</sup> See, e.g., Exh. 29 (Second Errata Rebuttal Testimony of David Andreski) at 18:13-18.

<sup>61</sup> Exh. 10 (D.25-08-050) at 1 (“This decision approves a three-year, voluntary, technology-neutral, Home Broadband Pilot . . .”), OP 2 (requiring providers to file an advice letter to participate in the Pilot); Tr. Vol. 5 525:15-17.

<sup>62</sup> Exh. 9 (Pilot Election Letters of Charter Fiberlink CA-CCO, LLC; Bright House Networks Information Services, LLC; Time Warner Cable Information Services, LLC) Attachment B, fn 1 (“Charter offers promotional rates of varying terms (e.g., one- to three-year promotions) . . . [A]ll promotions ‘step up’ to rack rates incrementally . . .”).

<sup>63</sup> Exh. 29 (Second Errata Rebuttal Testimony of David Andreski) at 20:1-12.

<sup>64</sup> Exh. 9 (Pilot Election Letters of Charter Fiberlink CA-CCO, LLC; Bright House Networks Information Services, LLC; Time Warner Cable Information Services, LLC), Attachment B, at iii.

pricing fully expires, more than quintupling out-of-pocket costs.<sup>65</sup> With the lack of overall clarity on Charter's pricing practices, it is unclear how Charter will step up prices for Pilot subscribers, but as the Pilot runs for three years, it is very likely that Pilot subscribers will see increases in out-of-pocket costs before the Pilot ends.

One of Cal Advocates' witnesses, Ms. Louie, applied the Commission's Affordability Ratio to Charter plans with varying price points. The Affordability Ratio is a measure that shows how much of discretionary income that households at certain income levels spend on telecommunications services.<sup>66</sup> Ms. Louie found that a plan with a \$25 out-of-pocket cost was unaffordable to some low-income households. Ms. Louie also found that a \$25 plan would cause 10% Public Use Microdata Areas (PUMAs)<sup>67</sup> served by Charter to become Areas of Affordability Concern, which means that households at the 20<sup>th</sup> percentile of income in that area are spending 15% or more of their discretionary income on telecommunications services.<sup>68</sup> A plan with a \$50 out-of-pocket cost would cause 15% of the PUMAs served by Charter to become Areas of Affordability Concern.<sup>69</sup> In other words, increases in out-of-pocket costs can easily price low-income households out of broadband service.

Charter's participation in the Pilot does not benefit households who cannot afford Charter's service as promotional rates step up to persistent pricing. As such, the Commission should also impose conditions requiring Charter to continue participating in the Pilot and ensuring that its customers—LifeLine and non-LifeLine alike—have protections in the event that they cannot afford an increasing co-payment. These conditions should include (1) a requirement for Charter to transition a customer to a plan with a lower out-of-pocket cost before disconnecting them for non-payment and (2) a requirement that Charter attempt to work out a payment plan with LifeLine subscribers, subscribers on Tribal lands, and vulnerable households, reminiscent of the conditions imposed by the New York Public Service Commission (NYPSC)<sup>70</sup> and Connecticut Public Utilities Regulatory Authority (CPURA).<sup>71</sup> Specifically, for LifeLine and customers enrolled in its low-income internet offerings, Charter should also waive equipment rental fees or charges. TURN

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<sup>65</sup> *Id.*

<sup>66</sup> Exh. 133 (Direct Testimony of Elizabeth Louie On Low-Income Broadband Affordability) at 1:14-19.

<sup>67</sup> The geographic unit used in the Commission's Affordability Ratio calculation.

<sup>68</sup> Exh. 133 (Direct Testimony of Elizabeth Louie On Low-Income Broadband Affordability) at 2:4-6; 3-4.

<sup>69</sup> *Id.* at 11.

<sup>70</sup> See Exh. 48 (NYPSC Order Granting Joint Petition Subject To Conditions) at 29-30.

<sup>71</sup> See Exh. 123 (CPURA Decision on Charter/Cox Application) at 19.

proposes language for these conditions in Attachment A.

(b) The availability of federal Lifeline post-transaction is unclear.

Charter and Cox both participate in federal Lifeline in portions of their service territories where they have Eligible Telecommunications Carrier (ETC) designations. Charter participates in federal Lifeline in areas of Charter Fiberlink's and Time Warner Cable Information Service's (TWC) service territories where Charter Fiberlink and TWC have received Rural Digital Opportunity Fund program funding—for Charter Fiberlink in San Bernadino County and for TWC in Ventura, Los Angeles, and San Diego counties.<sup>72</sup> Cox participates in federal Lifeline in “non-rural” areas of its service territory.<sup>73</sup> The Charter witness who most extensively discussed Charter's low-income offerings and Lifeline participation was unaware of any commitments by Charter to continue participating in federal Lifeline if the Commission approves the proposed transaction.<sup>74</sup>

On cross-examination, not only were Joint Applicants' witnesses not certain on Cox's participation in federal Lifeline,<sup>75</sup> but they were also unsure if Charter would continue participating in federal Lifeline in the applicable portions of Cox's service territory.<sup>76</sup> In sum, the impact of the proposed transaction on the availability of federal Lifeline in either Charter's or Cox's service territories is unclear at best. At minimum, the Commission should condition the approval of the proposed transaction on Charter continuing to participate in federal Lifeline in the areas where it and Cox have ETC designations for at least twenty years. TURN proposes language for this condition in Attachment A.

Relatedly, to ensure a smooth transition for Cox's state and federal LifeLine, the Commission should require Charter to ensure that Cox customers will not have to reapply for state or federal Lifeline when they transition to Charter. The Commission attached a similar condition to the Charter's acquisition of TWC and Bright House;<sup>77</sup> TURN proposes language for this condition in Attachment A.

(c) Charter must improve its low-income programs for the proposed transaction to meet the public interest standard.

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<sup>72</sup> Resolution T-17735 (issued June 4, 2021) at 5, 18; Exh. 9 (Pilot Election Letters of Charter Fiberlink CA-CCO, LLC; Bright House Networks Information Services, LLC; Time Warner Cable Information Services, LLC) at 4 (“Charter Fiberlink CA-CCO, LLC and Time Warner Cable Information Services (California), LLC are both Eligible Telecommunications Carriers in at least some portion of their service territories[.]”).

<sup>73</sup> D.13-10-002 (issued in A.12-09-014 on Oct. 7, 2013) at 1-2, OPs 1, 8.

<sup>74</sup> Tr. Vol. 5 at 533:22-534:6.

<sup>75</sup> Tr. Vol. 5 at 533:19-21; Tr. Vol. 6 666:2-6.

<sup>76</sup> Tr. Vol. 6 at 666:7-11.

<sup>77</sup> D.16-05-007 (issued in A.15-05-007) at OP 2(m).

(i) *Spectrum Internet Assist*

Charter voluntarily offers a low-cost Internet plan to qualifying households called Spectrum Internet Assist (SIA).<sup>78</sup> SIA is a \$25 per month internet offering that can be further discounted to \$15 per month.<sup>79</sup> Mr. Andreski asserts that “Charter’s track record [with SIA] speaks for itself,”<sup>80</sup> but SIA has numerous, significant limitations.

First, SIA’s speeds are currently 50 Mbps download and 10 Mbps upload,<sup>81</sup> which is below the FCC benchmark for broadband of 100 Mbps/20 Mbps and the minimum speed of the Home Broadband Pilot, which the Commission set to be

consistent with Governor Newsom’s Executive Order N-73-20, which directed California state agencies to pursue a minimum broadband speed goal of 100 Mbps download speed to guide infrastructure investments and program implementation, benefiting all Californians.<sup>82</sup>

Charter’s low-income customers should not receive second class service. The Commission should condition approval of the proposed transaction on requiring Charter to increase the speed of SIA if the Commission approves the proposed transaction to be consistent with state and federal benchmarks for broadband speed. TURN proposes language for this condition in Attachment A.

Second, SIA is limited to one line of service per postal address, even when one address contains multiple households.<sup>83</sup> In his rebuttal testimony, Mr. Andreski asserts that California LifeLine and federal Lifeline also have a one benefit per household rule,<sup>84</sup> which, while technically correct, neglects the fact that California federal Lifeline each allow for multiple lines of service to one address when subscribers certify that they are separate households.<sup>85</sup> On cross-examination, Mr. Andreski testified that Charter will “go and connect multiple drops” when a building is split

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<sup>78</sup> Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 27:20-21.

<sup>79</sup> Exh. 129 (Direct Testimony of Christopher Bartulo On Impacts to ESJ Communities) at 12.

<sup>80</sup> Exh. 29 (Second Errata Rebuttal Testimony of David Andreski) at 21:12.

<sup>81</sup> Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 27:22-23.

<sup>82</sup> Exh. 10 (D.25-08-050) at 24-25.

<sup>83</sup> Exh. 29 (Second Errata Rebuttal Testimony of David Andreski) at 25:7-8 (“To implement this approach, Charter considers each postal address a separate household.”).

<sup>84</sup> Exh. 29 (Second Errata Rebuttal Testimony of David Andreski) at 25:5-7.

<sup>85</sup> See G.O. 153-A at § 2.43 (defining “Residence” as “[t]hat portion of an individual house, building, flat, or apartment (a dwelling unit) occupied entirely by a single Household as that term is defined by these rules. A room or portion of a dwelling unit occupied exclusively by a Household not sharing equally as a member of the domestic establishment may be considered a separate residence for the application of California LifeLine.”); Exh. 13 (California LifeLine Household Worksheet) at 4 (giving LifeLine subscribers the ability to certify that they “live at an address with more than one household”); 47 CFR 54.410(g); Exh. 14 (Federal Lifeline Program Household Worksheet) at 1 (“The answers to these questions will help you find out if there is more than one household at your address.”).

into separate units or apartments or “in universities where it may be individual bedrooms that are split,” but separate units, apartments, or dormitory rooms typically have individual postal addresses, which does not negate this limitation of SIA.<sup>86</sup> The cost of housing means that multiple low-income households may live at one address, as California and federal Lifeline recognize. The Commission should condition approval of the proposed transaction on requiring Charter to develop a process to provide SIA to multiple households at the same address. TURN proposes language for this condition in Attachment A.

Third, as other parties have established, current Charter customers are ineligible for SIA. Instead, a Charter customer must unsubscribe for 30 days and then apply for SIA.<sup>87</sup> This requirement resents a significant barrier to enrollment in SIA by eligible households. Due to job loss, an unplanned emergency, or other changing factors, a household’s economic circumstances may change rapidly; requiring a household to choose between a 30-day waiting period with no connectivity or making trade-offs to stay on an unaffordable plan adds insult to injury. The Commission should condition the approval of the proposed transaction on Charter making SIA available to current subscribers. TURN proposes language for this condition in Attachment A.

Likely because SIA is not available to current Charter subscribers, information about SIA is not readily accessible on Spectrum.net, the website “for [Charter]’s existing subscribers.”<sup>88</sup> In his rebuttal testimony, Mr. Andreski asserted that information about SIA was “plainly disclosed on Charter’s website.”<sup>89</sup> However, on cross-examination, he did not know whether SIA was promoted on the Spectrum.net homepage or how many clicks a user would have to make to reach a page about SIA.<sup>90</sup> The Commission should condition the approval of the proposed transaction on Charter prominently displaying information about SIA on its websites for both new and current customers. TURN proposes language for this condition in Attachment A.

Fourth, SIA is a voluntary Charter offering,<sup>91</sup> and the Commission has only Charter’s assertion that it “has no plans to discontinue” SIA.<sup>92</sup> Moreover, Charter is making no commitments to lower the price of SIA or increase the speeds of SIA if the Commission approves the proposed

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<sup>86</sup> Exh. 29 (Second Errata Rebuttal Testimony of David Andreski) at 543:20-25, 545:3-5.

<sup>87</sup> Exh. 56 (Opening Testimony S. McPeak, CETF Pres. CEO) at 9:19-10:5.

<sup>88</sup> Vol. 5, Tr. at 542:1-2. Mr. Andreski explained Charter operates a separate website for new subscribers. *Id.* at 542:3-6.

<sup>89</sup> Exh. 29 (Second Errata Rebuttal Testimony of David Andreski) at 22:14-16.

<sup>90</sup> Vol. 5, Tr. at 541:9-21.

<sup>91</sup> Exh. 12 (TURN > Charter DR 04.16), Question 16(a).

<sup>92</sup> *See* Exh. 29 (Second Errata Rebuttal Testimony of David Andreski) at 21:21-22.

transaction.<sup>93</sup> To confirm the continued availability of SIA, the Commission should condition approval of the proposed transaction on requiring Charter to continue offering SIA for a minimum of twenty years. TURN proposes language for this condition in Attachment A. This condition should be uncontroversial if Charter already plans to continue offering SIA.

The limitations and comparative deficiencies of SIA have likely prevented or discouraged otherwise eligible households from applying for SIA. Though Dr. Keating testifies that “Charter has a strong incentive to inform customers of the options available to them,”<sup>94</sup> including low-income ones,<sup>95</sup> Charter estimates that approximately **[BEGIN CHARTER HIGHLY CONFIDENTIAL]** **[END CHARTER HIGHLY CONFIDENTIAL]** of eligible households are enrolled in SIA as of February 2026.<sup>96</sup> To drive adoption of Charter’s low-income internet programs and Lifeline, the Commission should require Charter to advertise its low-income internet programs, California LifeLine, and, where available, federal Lifeline, in its brick and mortar stores in perpetuity. TURN proposes language for this condition in Attachment A.

*(ii) Cox’s Low-Income Plans*

In comparison to Charter, Cox offers two low-income plans: Connect2Compete and ConnectAssist.<sup>97</sup> Connect2Compete is a program for families with a K-12 student that offers speeds of “up to” 100 Mbps speeds for \$9.95 per month; Connect Assist is a more general affordable offering that also offers “up to” 100 Mbps speeds for \$30 per month.<sup>98</sup>

These plans differ from Charter’s SIA in two key ways. First, as is evident, they offer faster speeds, double that of SIA.

Second, Cox offers more avenues to qualify than SIA. Connect2Compete allows households to qualify through enrollment in eight programs or types of programs;<sup>99</sup> ConnectAssist allows households to qualify through income (“less than 200% of Federal Poverty Guidelines”) or

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<sup>93</sup> Exh. 12 (TURN > Charter DR 04.16), Question 16(c)-(f); Vol. 5, Tr. at 536:2-6 (Green: “And, Mr. Andreski, has Charter made any commitments to increase Spectrum Internet Assist’s minimum speeds if the Commission approves the transaction?” Andreski: “We have not.”), 541:3-4 (Andreski: “There is not an additional commitment on the pricing.”)

<sup>94</sup> Exh. 25 (Errata Rebuttal Testimony of Bryan Keating) at 32:11-13.

<sup>95</sup> Vol. 6, Tr. 624:11-22.

<sup>96</sup> Exh. 18 (CETF > Charter DR 01.10 (Charter Highly Confidential Version)).

<sup>97</sup> Exh. 31 (Cox Website: Affordable Internet).

<sup>98</sup> *Id.*; Exh. 129 (Direct Testimony of Christopher Bartulo On Impacts to ESJ Communities) at 12:1.

<sup>99</sup> “[T]he National School Lunch Program, SNAP, TANF, Low Income Home Energy Assistance Program (LIHEAP), Women, Infants and Children Program (WIC), Head Start; those who receive Tenant-Based Vouchers, Project-Based Vouchers or Section 8 Project-Based Rental Assistance (PBRA); and/or who live in Public Housing.” Exh. 31 (Cox Website: Affordable Internet).

through enrollment in nine programs or types of programs.<sup>100</sup> In comparison, the only programs that qualify households for SIA are the “National School Lunch Program (‘NSLP’); Community Eligibility Provision [CEP] of the NSLP; or Supplemental Security Income.”<sup>101</sup> There is no direct way to qualify for SIA through income.<sup>102</sup>

If the Commission approves the proposed transaction, Cox’s low-income plans would not be available in Charter’s service territory or available to former Cox customers not currently enrolled in them.<sup>103</sup> Moreover, Cox customers who change to a Charter plan would not be able to transfer back to a Cox plan, meaning that they would permanently lose access to Cox’s low-income plans.<sup>104</sup> Charter has pointed out that Cox’s low-income plans have a data cap, but that data cap is 1280 GB per month,<sup>105</sup> which is the Federal Communications Commission’s (FCC) minimum service standard for broadband data.<sup>106</sup> The Commission adopted that same data allowance for the minimum service standards for the Home Broadband Pilot.<sup>107</sup>

To prevent harm to the consumers who will lose access to Cox’s low-income programs Commission should condition the approval of the proposed transaction on Charter continuing to offer Connect2Compete throughout its and Cox’s service territories, as SIA is not designed for families with school-aged children, and, going forward, neither Charter nor additional Cox customers would have access to Connect2Compete. Additionally, the Commission should require Charter to expand the list of qualifying programs for all low-income internet offerings to include those accepted by Cox, or, for further accessibility, those accepted by Cox *and* California LifeLine and allow households to qualify for all low-income internet offerings through income. TURN also recommends that to ensure the transaction is in the public interest, the Commission should also

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<sup>100</sup> “SNAP, Head Start, Women, Infants and Children Program (WIC), certain Public Housing programs, Pell Grant, Veterans Pension, certain Tribal Programs, Supplemental Security Income (SSI) and certain state Medicaid programs.” *Id.*

<sup>101</sup> Exh. 29 (Opening Testimony of Adam Falk) at 28:13-14.

<sup>102</sup> When asked about whether a household can qualify for SIA based on income, Mr. Falk discussed CEP and the NLSP. Tr. Vol. 6 664:3-20. However, CEP is based on the percentage of students at a school or local education agency who receive free meals, not an individual household’s income. 7 CFR 245.9(f). Moreover, qualifying for SIA through enrollment in another income-qualified program is not the same as qualifying for SIA through proof of income.

<sup>103</sup> Exh. 24 (TURN > Charter DR 05.04) Question 4(d); *see* Exh. 25 (Errata Rebuttal Testimony of Bryan Keating) at 16:4-5.

<sup>104</sup> Exh. 24 (TURN > Charter DR 05.04) Question 4(c).

<sup>105</sup> Exh. 31 (Cox Website: Affordable Internet).

<sup>106</sup> Exh. 10 (D.25-08-050) at 24, fn 99.

<sup>107</sup> *Id.* at 24.

require Charter to expand eligibility of Connect2Compete to include households with students enrolled in post-secondary education (e.g., college, trade school), as these households also need affordable home connectivity for their students to succeed. TURN proposes language for these conditions in Attachment A.

Finally, to ensure that Charter's low-income internet programs remain affordable, the Commission should adopt the conditions of the NYPSC's approval of the proposed transaction, which includes a five-year price freeze on Charter's low-income offering(s) and a requirement that Charter annually attest that those offering(s) remain available. TURN proposes language for this condition in Attachment A.

### **(5) Infrastructure Deployment Commitments**

Joint Applicants and their witnesses have made various assertions about how the proposed transaction will improve Charter's ability to offer broadband.<sup>108</sup> In his opening testimony, Mr. Falk asserts that Charter's ability to provide service at lower prices will improve the provision of broadband in California.<sup>109</sup> While Mr. Falk discussed potential benefits related to network upgrades,<sup>110</sup> his opening testimony made no mention of planned, or even contemplated, broadband infrastructure deployment in California.

In response to a suggested condition requiring Charter to upgrade all unserved and underserved areas to broadband speeds of at least 100 Mbps download and 20 Mbps upload,<sup>111</sup> Mr. Falk argued the point was moot, as the Broadband Equity, Access, and Deployment (BEAD) would result in "every serviceable location within Charter's footprint . . . be[ing] served at 100/20 Mbps or faster."<sup>112</sup> Mr. Falk's only contemplation of potential BEAD defaults was to note that California Advanced Services Fund (CASF) grants could supplement BEAD and support additional deployment projects—allowing those locations to languish without broadband access for an untold number of years.<sup>113</sup>

On cross-examination, Mr. Falk testified California's final BEAD proposal has yet to be approved and that California has only made provisional awards to potential BEAD funding

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<sup>108</sup> *See, e.g.*, Application at 14-15.

<sup>109</sup> Exh. 29 (Opening Testimony of Adam Falk) at 16:3-7.

<sup>110</sup> *Id.* at 19:14-19.

<sup>111</sup> Exh. 56 (Opening Testimony S. McPeak, CETF Pres. CEO) at 8:19-9:3 ("According to Charter's response to a CETF Data Request 1, there remains approximately 6,000 unserved and underserved locations in Charter's service areas." (internal citation omitted)).

<sup>112</sup> Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 17:6-10.

<sup>113</sup> *Id.* at 16:19-17:10.

recipients.<sup>114</sup> Moreover, Mr. Falk clarified that his analysis did not include an assessment of the unserved and underserved locations in Cox’s service territory.<sup>115</sup> Additionally, Mr. Falk admitted he had not reviewed any BEAD award Maps for California while drafting his testimony.<sup>116</sup> Upon reviewing maps indicating areas receiving preliminary BEAD awards,<sup>117</sup> Mr. Falk confirmed from a “geographic standpoint,” it appeared as though satellite providers SpaceX or Amazon Leo had received grants to serve large sections of Los Angeles, Orange, and San Diego counties.<sup>118</sup> Mr. Falk was unaware that Amazon Leo is not currently offering service.<sup>119</sup>

Mr. Falk confirmed that Charter used “the B[roadband] D[ata] C[ollection] data from the FCC BDC maps” for this analysis, which themselves depend on carriers self-reporting coverage data and can result in over-reporting of coverage. TURN’s expert has discussed the limitations and inaccuracies of this data in his rebuttal testimony.<sup>120</sup>

Even assuming that (1) the BEAD maps are fairly accurate, (2) California’s final BEAD proposal receives approval, and (3) California BEAD awards remain largely similar to the provisional award map, these awards to satellite providers do not guarantee that the unserved and underserved areas in Charter’s service territory will receive reliable and affordable service. Mr. Brevitz discussed the limitations of satellite broadband, noting that prior satellite services “were slow and very expensive.”<sup>121</sup> Furthermore,

Starlink is endeavoring to be get past those constraints, but it's still an issue from a consumer perspective. The satellite broadband is typically more expensive. It has upfront fees and other characteristics such as self-installation and so forth that make it less attractive and less comparable to a consumer or a regular landline-based broadband.<sup>122</sup>

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<sup>114</sup> Vol. 6, Tr. 667:11-16.

<sup>115</sup> *Id.* at 667:17-23.

<sup>116</sup> *Id.* at 667:24-668:2, 668:16-21.

<sup>117</sup> *See generally* Exh. 32 (CPUC Preliminary Awarded BEAD Projects).

<sup>118</sup> Vol. 6, Tr. 669:6-10 (responding in the affirmative to questioning if a significant portion of BEAD eligible locations in Los Angeles County will be served by either SpaceX or Amazon Kuiper.), 669:23-670:2, 670:11-13 (“That -- that, in fact -- is -- is true. It certainly looks that way from a -- from a geographic standpoint. . . .”). *See also* Exh. 32 (CPUC Preliminary Awarded BEAD Projects).

<sup>119</sup> Vol. 6, Tr. 670:19-25. *See also* Vol. 8, Tr. at 974:14-18 (Brevitz: “The Amazon alternative, Kuiper or Leo . . . is to my knowledge not deployed. And to my knowledge the initial service that they're looking to deploy, or the Enterprise One Gig service, is not residential services.”)

<sup>120</sup> Exh. 78 (Rebuttal Testimony of David Brevitz) at 8:2-19, 20:5-20.

<sup>121</sup> Vol. 8, Tr. 974:3-6.

<sup>122</sup> Vol. 8, Tr. 974:7-13.

The Commission’s BEAD awards map lists low-income offerings by Amazon and Starlink at \$70 and \$80 per month, respectively.<sup>123</sup> Neither provider appears to participate in federal or state Lifeline,<sup>124</sup> but applying a \$19 state subsidy or a combined approximately \$30 state and federal subsidy would still cause the out-of-pocket costs of these services to exceed \$40-50 a month, rendering them unaffordable for some low-income households.<sup>125</sup>

In light of Joint Applicants’ testimony, Mr. Falk’s cross-examination, and the whole record, it is clear Joint Applicants have failed to make meaningful commitments on—yet alone meaningfully contemplate—infrastructure deployment in Charter’s and Cox’s California service territories. Outside of a potential settlement, which TURN will discuss in settlement comments, Joint Applicants have made no commitments to grow the combined entity’s footprint outside of current service areas if the Commission approves the proposed transaction, and relying on BEAD awards will leave many unserved and underserved areas with a poor alternative to wireline broadband. At minimum, the Commission should require Charter to commit to upgrades of its and Cox’s California networks comparable to a condition on the NYPSC’s approval of the transaction.<sup>126</sup> TURN proposes language for this condition in Attachment A.

***b) The proposed transaction does not equitably allocate the short-term and long-term forecasted economic benefits of the proposed transaction***

Joint Applicants tout “significant savings for the combined company from synergies and economies of scale”<sup>127</sup> and that “the Transaction will provide additional scale, creating synergies and operating efficiencies that will lead to lower costs . . . .”<sup>128</sup> Joint Applicants state “many of the synergies and efficiencies described above will also positively impact the broadband, mobile, and video marketplaces.”<sup>129</sup> However, Joint Applicants provide few specific examples of such

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<sup>123</sup> Exh. 32 (CPUC Preliminary Awarded BEAD Projects).

<sup>124</sup> The Commission denied Starlink’s application for an ETC designation, meaning it cannot participate in federal Lifeline in California unless it reapplies. D.22-10-023 (issued in A.21-03-009 on Oct. 26, 2022) at 16 (“Commission staff conducted a due diligence review to determine Starlink’s business practice behavior, financial capabilities, technical and operational capabilities, and customer protection that may call into question its fitness to be granted ETC designation to serve California consumers.”), OP 2.

<sup>125</sup> See Section IV.A.2.4.a, supra.

<sup>126</sup> Exh. 48 (NYPSC Order Granting Joint Petition Subject To Conditions) at 21-22, OP 16.

<sup>127</sup> Application at 34 (emphasis added).

<sup>128</sup> *Id.* at 35 (emphasis added). See also Exh. 19 (Second Errata Opening Testimony of Bryan Keating) at 1:8-11.

<sup>129</sup> Application at 22.

synergies and operating efficiencies.<sup>130</sup> These claims are vague and aspirational in nature.

Nowhere in its touting of the significant savings and lower costs/cost economies does Charter link them to lower rates. Joint Applicants make no specific, measurable, or enforceable commitments to pass these savings through to California customers through lower rates.<sup>131</sup> Charter claims it has the incentive from “competition” to pass through cost efficiencies and synergies from the proposed transaction to consumers.<sup>132</sup> However, market incentives do not work under duopoly market conditions.<sup>133</sup>

Each of the two market participants can watch the pricing strategy of the other participant in the market and make pricing decisions to maximize revenues and profits rather than base pricing on costs as a “price taker” to only earn a normal economic profit as posited under the “perfect competition” construct. Pricing is set strategically to achieve the desired result considering the other duopolist’s pricing actions, rather than by costs in a competitive marketplace where the seller is a price taker with no influence over the market price . . . . [T]he Commission should not expect competitive forces to accomplish flow-through of financial benefits from synergies and efficiencies of the proposed transaction without Commission conditions.<sup>134</sup>

Charter provided information on its **[BEGIN CHARTER HIGHLY CONFIDENTIAL]**  
**[END CHARTER HIGHLY CONFIDENTIAL]** and well as estimates of short-term and long-term benefits from synergies in response to a TURN data request.<sup>135</sup>

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<sup>130</sup> The few specific examples for mass-market broadband, video and mobile services include elimination over time of syndication fees paid by Cox for customer premises equipment and other technology. Exh. 27 (Second Errata Opening Testimony of Bryan Keating [CONFIDENTIAL]) at 24:7-16, 29:14-30:17, 37:5-12; *id* at 34:11-12 (discussing “efficiencies in the procurement of mobile devices”), *id* at 31:14-15 (stating that “greater scale and geographic scope can facilitate offloading of [mobile wireless] traffic” to Wi-Fi networks). Charter quantified none of these efficiencies.

<sup>131</sup> *See, e.g.*, Exh. 70 (Opening Testimony of David Brevitz), at 13:1-9; Exh. 106 (Supplemental Testimony of David Brevitz) at 14:4-20.

<sup>132</sup> *See, e.g.*, Exh. 25 (Errata Rebuttal of Bryan Keating) at 31:3-8.

<sup>133</sup> Exh. 71 (Opening Testimony of David Brevitz (Charter HCI) at 21:1-23:11; Exh. 107 (Supplemental Testimony of David Brevitz (Charter HCI)) at 14:10-18.

<sup>134</sup> Exh. 79 (Rebuttal Testimony of David Brevitz) at 4:4-15.

<sup>135</sup> Exh. 99, Rebuttal Testimony of David Brevitz (Charter and Cox HCI) at 26:13-27:10 (citing Exh. 89 (CHARTER-TURN-DR001-Q2-0000412) at 0000415; Exh. 94 (CHARTER-TURN-DR001-Q2-0000611) at 0000646; Exh. 105 (COX-CAP-000001517); Exh. 107 (Supplemental Testimony of David Brevitz (Charter HCI) at 15:3-13 (citing Exh. 89 (CHARTER-TURN-DR001-Q2-0000412) at 0000415; Exh. 104 (CHARTER-TURN-DR001-Q2-0000426) at 0000430, 0000442; Exh. 94 (CHARTER-TURN-DR001-Q2-0000611) at 0000621).

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This range can be used to calculate a bill credit that the Commission could require to address Charter’s lack of commitment to flow through the substantial expected synergies and operating cost savings from the proposed transaction to consumers. This calculated bill credit is [BEGIN CHARTER HIGHLY CONFIDENTIAL] [REDACTED] [END CHARTER HIGHLY CONFIDENTIAL] for a monthly residential bill and should be clearly labeled as “Merger Savings and Efficiencies Credit” or some similar language.<sup>137</sup> TURN proposes language for this condition in Appendix A. The Public Advocates Office’s witness, Professor Narechania, discussed the Commission’s authority to regulate Charter’s rates for voice and broadband service in his testimony.<sup>138</sup>

Charter’s lack of commitment is also evident in its discussion of philanthropic and engagement programs. The ALJ’s Fifth Ruling sought details beyond what Joint Applicants had presented, which can be used to compare to Charter’s and Cox’s California revenues to assess the materiality of these contributions.<sup>139</sup> The Charter contributions are [BEGIN CHARTER HIGHLY CONFIDENTIAL] [REDACTED] [END CHARTER HIGHLY CONFIDENTIAL] of its California revenues.<sup>140</sup> Cox’s philanthropic contributions in California are miniscule.<sup>141</sup> Charter’s evasiveness regarding commitments to funding California philanthropic and engagement programs is highlighted in Mr. Falk’s discussion of funding for CFDIs (Community Development Financial Institutions), where Charter admits to seeing “an opportunity . . . to make investments using the loan fund to support small businesses in some of those environmentally, socially, justice-distressed communities”<sup>142</sup> but refusing to make any specific, concrete, and measurable commitments.

<sup>136</sup> Exh. 107 (Supplemental Testimony of David Brevitz (Charter HCI)) at 15:5-13.

<sup>137</sup> *Id.* at 15:14-17:1 (showing calculation of the residential bill credit for merger savings and efficiencies).

<sup>138</sup> Exh. 144 (Direct Testimony of Tejas N. Narechania) at 9:1-24:4.

<sup>139</sup> *See* Exh. 70 (Opening Testimony of David Brevitz), at 37:10-11.

<sup>140</sup> Exh. 107 (Supplemental Testimony of David Brevitz (Charter HCI)) at 26:24-27:7.

<sup>141</sup> *See* Exh. 107 (Supplemental Testimony of David Brevitz (Charter HCI)) at 28:11-29:11.

<sup>142</sup> Vol. 7, Tr. 824:17-22.

The lack of commitments by Charter if the proposed transaction is approved and the questionable benefit to customers of Charter’s “reduced rates,” underscores the need for additional conditions to ensure ratepayers and communities do benefit from the proposed transaction.

***c) The proposed transaction will further consolidation among the largest telecommunications providers and requires mitigation.***

The question of whether the proposed transaction would adversely affect competition for broadband internet service has several dimensions: the existing level of competition, the nature of competition for fixed services, convergence on a specific bundle of services, and Charter’s assessment of its competitors. The only dimension Joint Applicants directly address is whether Charter is acquiring an entity that it competes with to provide broadband internet services to residential customers in the same service areas. Joint Applicants take great care to describe how their service areas do not overlap (except for de minimis areas)<sup>143</sup> and conclude that “Charter and Cox do not compete with each other in any material way, in California or elsewhere.”<sup>144</sup>

Charter’s offered “proof” of no adverse impact on broadband internet competition (because the proposed transaction does not combine direct rivals) reinforces the conclusion that effective competition does not exist in the broadband internet market. At best, only two of the largest broadband rivals compete head-to-head in specific service areas: the historic cable provider and the historic incumbent local exchange (ILEC) provider. This market structure, in which two service providers dominate the market, is known as duopoly. It is a business decision of Charter and Cox not to meaningfully extend network facilities to compete in adjacent service areas<sup>145</sup>—a business decision that acknowledges and accepts the benefits of maintaining the cable/ILEC duopoly. One cable provider and one local exchange telephone provider (at most) each “sell a converged bundle of the same services—mobile wireless, broadband, voice and video.”<sup>146</sup> In California,

four large rivals operate within the cable/ILEC duopoly for fixed line broadband service/mobile wireless service bundles: AT&T or the newly combined Verizon Communications on the ILEC side, and Comcast and to-be-combined Cox/Charter on the incumbent cable provider side. The ILEC service areas do not overlap but can be adjacent, so AT&T and Verizon do not compete with each other for the broadband/wireless bundle. The cable service areas do not overlap but can be adjacent, so Comcast and the would-be-combined Cox/Charter do not compete with each other for the broadband/wireless bundle. Thus, the consumer at best has a choice between two fixed line providers of the broadband/wireless bundle, but they

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<sup>143</sup> See, e.g., Exh. 19 (Second Errata Opening Testimony of Bryan Keating) at 5:9-13.

<sup>144</sup> *Id.* at 4:4.

<sup>145</sup> Exh. 79 (Rebuttal Testimony of David Brevitz) at 3:14-22.

<sup>146</sup> *Id.* at 21:16-19.

often only one provider of gigabit internet access service as observed by the Cal Advocates Study.<sup>147</sup>

Charter leads the Introduction to its 2026 SEC Form 10-K filing by stating “we have evolved from providing cable TV to streaming, and from high-speed Internet to a converged broadband, Wi-Fi and mobile experience.”<sup>148</sup> “Over the Spectrum Fiber Broadband Network . . . , we offer Seamless Connectivity and Entertainment with Spectrum Internet, Mobile, TV and Voice products.”<sup>149</sup> If the proposed transaction is approved, only two cable providers—Charter and Comcast—would provide the service bundle of fixed line broadband, mobile wireless, video and voice on across their nationwide footprints. These two remaining cable companies would match their nationwide fixed line broadband with nationwide mobile wireless coverage under their MVNO agreement with Verizon.<sup>150</sup> The ILEC dupolists, Verizon and AT&T, cannot match the nationwide coverage for both mobile wireless and fixed line broadband because Verizon and AT&T’s fixed line broadband service areas (generally their original certificated incumbent local exchange areas) are much more limited than the cable companies. Verizon and AT&T are nationwide mobile wireless providers but are only regional (albeit large) providers of fixed line broadband service. Charter **[BEGIN**

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<sup>147</sup> Exh. 70 (Opening Testimony of David Brevitz) at 21:9-19.

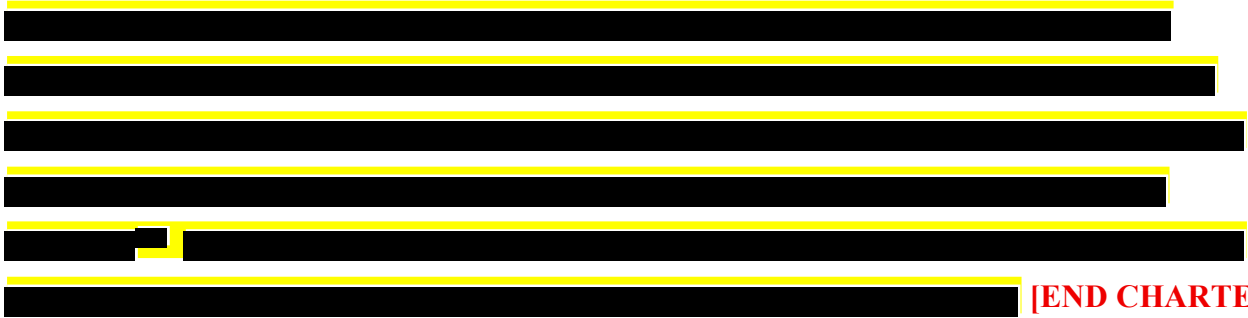
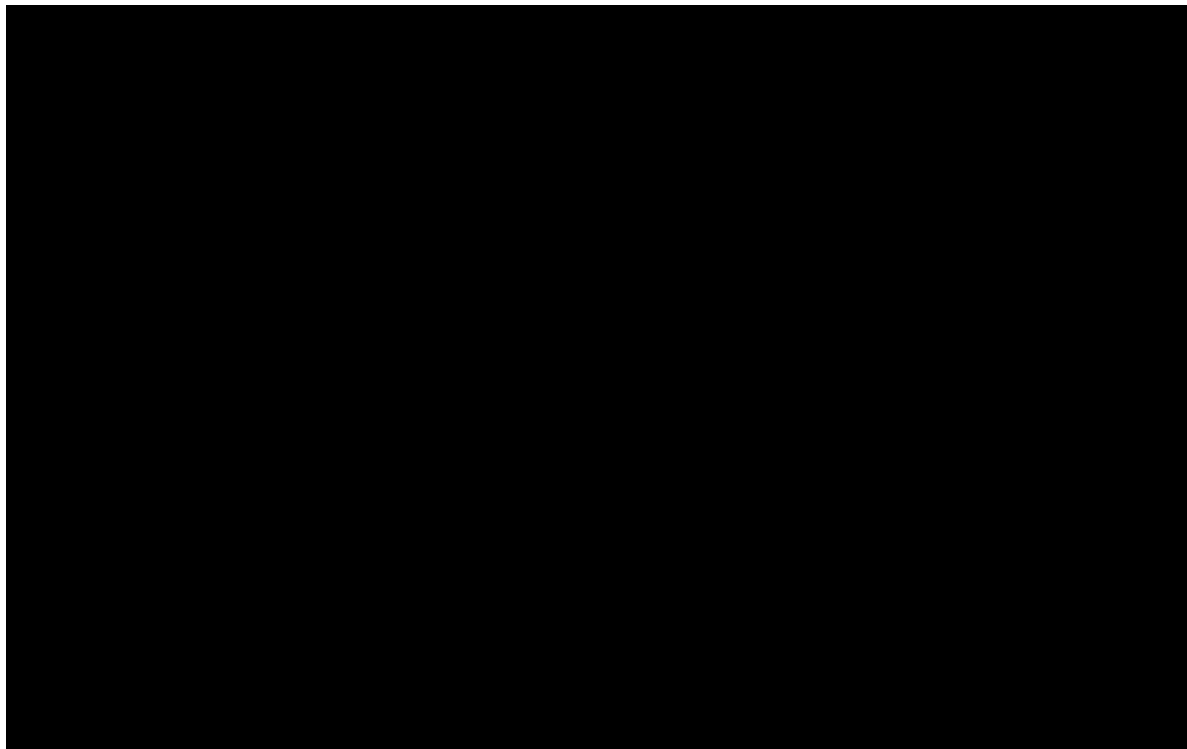
<sup>148</sup> Exh. 22 (Errata Rebuttal Testimony of Adam Falk), Attachment A, at 1 (emphasis added).

<sup>149</sup> *Id.* at 39 (emphasis added).

<sup>150</sup> Exh. 102 (Light Reading Article: 'Modernized' MVNO pacts with Verizon mean better rates for Comcast and Charter – Entner).

<sup>151</sup> Exh. 94 (CHARTER-TURN-DR001-Q2-0000611) at CHARTER-TURN-DR001-Q2-0000618.

<sup>152</sup> *Id.* at CHARTER-TURN-DR001-Q2-0000618



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Consolidation of large rivals within the cable/ILEC duopoly increases market dominance of the surviving rival—only two of which compete head-to-head for service to any specific location.<sup>154</sup> Consolidation among the very largest service providers (such as Verizon/Frontier, AT&T/Lumen, and Charter/Cox, in this case) adds to their dominant market position and adversely impacts competition in the broadband internet market. This adverse impact on competition warrants mitigation from either the Joint Applicants (in the form of commitments on promotional and persistent pricing, and commitments to expand facilities and services in ESJ communities and

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<sup>153</sup> *Id.*

<sup>154</sup> Sometimes only one fixed line service provider provides gigabit broadband internet to a specific location. Exh. 70 (Opening Testimony of David Brevitz) at 19:2-3; Exh. 79 (Rebuttal Testimony of David Brevitz) at 2:18-3:22.

other areas) or the Commission conditioning of approval of the transaction (such as addressing pricing, network/service expansion, and the impact on ESJ communities). Joint Applicants have not met their burden of proof on this issue<sup>155</sup> and have refused to make specific, concrete, and measurable commitments in these areas,<sup>156</sup> so TURN recommends that the Commission mitigate that failure<sup>157</sup> with its own conditions if it approves the proposed transaction. TURN proposes specific conditions throughout this brief and in Attachment A.

**(1) The Commission should reject Charter’s characterization of competition.**

Charter’s public assessment of the competition it faces in the residential broadband market includes that its rivals are “some of the world’s largest companies in a fiercely competitive marketplace”<sup>158</sup> and that Joint Applicants are “challengers” to “often-larger rivals.”<sup>159</sup> Charter also states it “operates in hyper-competitive marketplaces across all its service offerings – voice, video, broadband and mobile.”<sup>160</sup> The Commission should recognize that these claims juxtapose Charter’s different lines of business with its specific broadband internet line of business and present a misleading view when applied to residential broadband. **[BEGIN CHARTER HIGHLY**

**CONFIDENTIAL]** [REDACTED]

**[END CHARTER HIGHLY CONFIDENTIAL]**

Charter makes similar claims regarding competition in its financial (e.g., Securities and Exchange Commission (SEC)) reporting.<sup>161</sup> TURN disputes that Charter’s rivals in the residential broadband marketplace are “often-larger” and that there is “fierce” or “hyper-competitive competition” in a “crowded communications landscape.”<sup>162</sup> Instead, the market for residential

<sup>155</sup> See Section III, *supra*.

<sup>156</sup> Exh. 113 (TURN > Charter DR 4.19); Exh. 70 (Opening Testimony of David Brevitz) at 33:1-34:12, 38:18-39:12; Exh. 107 (Supplemental Testimony of David Brevitz (Charter HCI)), at page 14:6-19.

<sup>157</sup> See, e.g., Exh. 70 (Opening Testimony of David Brevitz) at 46:3-48:4; Exh. 106 (Supplemental Testimony of David Brevitz) at 32:1-10.

<sup>158</sup> Exh. 70 (Opening Testimony of David Brevitz) at 17:9 (citing Application at 3).

<sup>159</sup> Exh. 70 (Opening Testimony of David Brevitz) at 21:1 (citing Application at 2).

<sup>160</sup> Exh. 79 (Rebuttal Testimony of David Brevitz) at 6:18-19 (citing Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 7:16).

<sup>161</sup> See Vol. 8, Tr. 944:6-946:20; Exh. 21 (Errata Rebuttal Testimony of Adam Falk) Attachment A, at 12-13.

<sup>162</sup> Exh. 70 (Opening Testimony of David Brevitz) at 44:15-21.



Charter presents no analysis demonstrating that the addition of 4.1 million fixed wireless customers by other providers caused Charter’s loss of 903,000 residential customers, and it likely cannot do so. Charter’s implication that fixed wireless providers caused Charter’s loss of internet customers is unsupported by any analysis. Second, other evidence indicates that the loss of residential internet subscribers may be the result of Charter’s own actions, namely aggressive pursuit of subscribers to garner ACP subsidies and burnish Charter’s internet subscriber growth statistics.<sup>170</sup> In fact, Charter’s quarterly reporting over approximately same time period shows nearly all of Charter’s implied loss of residential internet subscribers to fixed wireless may be explainable by the sunseting of the ACP subsidy:<sup>171</sup>

Quarter	Total Internet subscribers (Quarter End)
Q3 2023	30,649,000
Q3 2025	29,794,000
Loss	(855,000)

Finally, it is notable that while Charter’s residential internet subscribers decreased by 903,000, its internet revenues increased over the same period (\$22.222 billion in 2022 versus \$23.765 billion in 2025, or an increase of \$1.5 billion).<sup>172</sup> These statistics further demonstrate Charter’s market dominance in the cable/ILEC duopoly: it can lose 903,000 customers and still substantially increase revenues.

**(2) Broadband competition is location specific.**

Consumers live and work in specific premise locations. Broadband service is entirely dependent on physical infrastructure such as conduit, fiber and related electronics, and wireless towers and antennas. Consumers cannot receive broadband service without fixed, location-specific broadband infrastructure serving their premise.<sup>173</sup> Thus, the FCC Broadband Map requires “ISPs offering broadband internet to fixed locations (such as homes and small businesses) [to] report where they offer service on a location-by-location basis.”<sup>174</sup> Consumers cannot take broadband service from a potential competitor who has not built out to them. Similarly, consumers cannot use

<sup>170</sup> See generally Exh. 53 (Sandoval v. Charter Amended Complaint).

<sup>171</sup> *Id.* at 32.

<sup>172</sup> See Exh. 21 (Errata Rebuttal Testimony of Adam Falk) Attachment A at A-48, Attachment B at B-41.

<sup>173</sup> See Exh. 79 (Rebuttal Testimony of David Brevitz) at 6:9-16.

<sup>174</sup> Exh. 100 (About the FCC Broadband Map) at 2. See Exh. 79 (Rebuttal Testimony of David Brevitz) at 20:18-20.

wireless service if the radio signal at their premise is insufficient. The FCC Broadband Map specifically disclaims the use of its broadband mapping for determining wireless availability indoors.<sup>175</sup> The Commission should not rely on generalized statements regarding competition such as a purportedly large number of “competitors” in California<sup>176</sup> or a large percentage of consumers in California having broadband service available. Such statements are misleading given the binary, location-specific nature of broadband service and infrastructure. The consumer either has broadband service and facilities at their premise, or they do not. Whether there are 126 or so fiber providers in California is completely irrelevant to the consumer unless a service provider has actually deployed facilities to the customer’s premise.

**(3) The converged service bundle is the focus of rivalry.**

“The main service which is the focus of competition is the converged wireline broadband/mobile wireless bundle, with additional features such as streaming video” and voice service.<sup>177</sup> “Charter’s strategies, actions, and documents show that it acts consistently within a duopolistic marketplace by using a converged bundle of services (mobile wireless, fixed broadband, voice and video services) for its rivalry with the comparable bundle offering from the ILEC (either AT&T or Verizon/Frontier).”<sup>178</sup> This bundling of services is the clear focus of the proposed transaction and expressed in many places.<sup>179</sup> **[BEGIN CHARTER HIGHLY**

**CONFIDENTIAL]** [REDACTED]

**[END CHARTER HIGHLY CONFIDENTIAL]**<sup>180</sup>

The Commission should be skeptical of Charter’s attempts to put forward satellite service as a residential broadband service alternative. **[BEGIN CHARTER HIGHLY**

**CONFIDENTIAL]** [REDACTED]

<sup>175</sup> Exh. 79 (Rebuttal Testimony of David Brevitz) at 8:2-19.

<sup>176</sup> See, e.g., Vol. 8, Tr. 946:22-25.

<sup>177</sup> Exh. 70 (Opening Testimony of David Brevitz) at 24:14-25:11.

<sup>178</sup> Exh. 79 (Rebuttal Testimony of David Brevitz) at 5:6-9.

<sup>179</sup> See, e.g., Exh. 29 (Opening Testimony of Adam Falk) at 17:17-18:7; Exh. 7 (Second Errata Rebuttal Testimony of David Andreski) at 9:6-11:15; Vol. 8, Tr. 564:6-12.

<sup>180</sup> Exh. 97 (Rebuttal Testimony of David Brevitz (Charter HCI)) at 5:9-6:3

[REDACTED] **[END CHARTER HIGHLY CONFIDENTIAL]**<sup>181</sup> The Commission should not see satellite services as a residential broadband service alternative capable of providing the converged service bundle.

The Commission should also be skeptical of Charter’s attempts to put forward fixed wireless service as a residential broadband service alternative. The Commission recognizes that wireless is not adequate to serve consumers in many areas, including the provision of broadband service.<sup>182</sup> “Fixed Wireless Access [FWA] services are limited by the factors that affect propagation of radio waves, and thus service will have variability and coverage limitations while the shared nature of radio spectrum will limit speed and performance such that as more subscribers attempt to use the same spectrum, speed and performance will be reduced.”<sup>183</sup> **[BEGIN**

**CHARTER HIGHLY CONFIDENTIAL]** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**[END CHARTER HIGHLY CONFIDENTIAL]**<sup>184</sup> The Commission should not see FWA as a residential broadband service alternative capable of providing the converged service bundle.

**(4) The Commission should give Dr. Keating’s testimony no weight.**

Dr. Bryan Keating was Joint Applicants’ lead witness on the impact of the proposed transaction on competition.<sup>185</sup> The Commission should give Dr. Keating’s testimony no weight. On cross-examination, Dr. Keating repeatedly stated that his testimony focused on economic

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<sup>181</sup> Exh. 97 (Rebuttal Testimony of David Brevitz (Charter HCI)) at 5:11-13 (citing Exh. 87 (CHARTER-TURN-DR001-Q2-0001093) at CHARTER-TURN-DR001-Q2-0001101).

<sup>182</sup> See, e.g., Resolution T-17495 (issued Dec. 3, 2015) at 9 (finding that portions of an infrastructure grant project area should be considered underserved because “[a] key limitation of fixed wireless technology is that the antenna at the consumer’s premises and the provider’s ground station must have a direct line of sight . . . . Wireless propagation in [areas with with irregular terrain and vegetation] is negatively affected by the scattering effects of randomly distributed leaves, branches and tree trunks, which can cause attenuation, scattering, diffractions and absorption of fixed wireless radio signals.”); Resolution T-17633 (issued Jan. 10, 2019) at 7-8 (“[F]ixed wireless service will continue to encounter the same line-of-sight constraints . . .”).

<sup>183</sup> Exh. 79 (Rebuttal Testimony of David Brevitz) at 5:21-6:3.

<sup>184</sup> Exh. 97 (Rebuttal Testimony of David Brevitz (Charter HCI)) at 5:14-20 (citing Exh. 87 (CHARTER-TURN-DR001-Q2-0001093) at 0001094-95; and Exh. 96 (CHARTER-TURN-DR001-Q2-0001032) at 0001042, 0001049).

<sup>185</sup> See generally Exh. 19 (Second Errata Opening Testimony of Bryan Keating); Exh. 25 (Errata Rebuttal Testimony of Bryan Keating).

incentives and the application of general principles,<sup>186</sup> not specific analyses, outcomes, or commitments by the Joint Applicants. In fact, Charter did not ask Dr. Keating to “run specific analyses” or “analyze any specific data” to create his testimony.<sup>187</sup> Dr. Keating stated he relied on data provided by either the Joint Applicants or publicly available data, including the FCC’s Broadband Data Collection (BDC) data to determine providers’ service territories.<sup>188</sup> As discussed above, the FCC’s BDC and maps derived from it contain significant inaccuracies. The Charter data Dr. Keating reviewed also appears to be limited, as he could not answer whether Charter has a minimum customer revenue threshold that it must meet to sustain its operations and support further growth.<sup>189</sup> Given the theoretical nature of Dr. Keating’s testimony, the limited data supporting his conclusions, the Commission should give his testimony—or at least his analysis and conclusions about competition—no weight.

In his testimony, Dr. Keating discussed wireless service as a competitor to wireline voice.<sup>190</sup> When presented with a Commission decision that discussed the limitations of wireless voice service, including public comment providing specific examples of those limitations, Dr. Keating stated that his “conclusions about the effect of this transaction on competition don’t rely on whether cell phone service or mobile wireless coverage is available in a hundred percent of California.”<sup>191</sup> This blithe assessment of the limitations of wireless voice compared to wireline voice is contrary to prior Commission findings about the lack of reliability of the former.<sup>192</sup> As such, the Commission should give his testimony – or at least his analysis and conclusions regarding wireless service—no weight.

### **3. Section 854(c)**

Section 854(c) requires the Commission to consider eight criteria and to “find, on balance, that the merger, acquisition, or control proposal is in the public interest.”<sup>193</sup> These criteria are the impact of the proposed transaction on the financial condition, quality of service, and quality of

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<sup>186</sup> See, e.g., Vol. 6, Tr. 607:25-608:04, 609:2-3, 609:20-22, 646:9-15.

<sup>187</sup> Vol. 6, Tr. 636:2-4 (Keating: “Charter did not ask me to run specific analyses or, you know, to analyze any specific data or anything like that.”)

<sup>188</sup> Vol. 6, Tr. at 638:24-639:12, 641:25-642:2 (Keating: “[W]e primarily relied on a data set called the BDC data which is FCC data on broadband availability.”) See also Exh. 19 (Second Errata Opening Testimony of Bryan Keating) at 5:9-12.

<sup>189</sup> Vol. 6, Tr. 617:19-22.

<sup>190</sup> Exh. 19 (Second Errata Opening Testimony of Bryan Keating) at 10:1-11.

<sup>191</sup> Vol. 6, Tr. at 630:3-6.

<sup>192</sup> See, e.g., Exh. 26 (D.24-06-024) at 20, fn 49.

<sup>193</sup> Cal. Pub. Util. Code § 854(c).

management of the resulting entity; the fairness of the transaction to affected employees and shareholders; the benefits of the proposed transaction on the state and local economies and communities served by the resulting entity; the impact of the transaction on the commission's jurisdiction and capacity to regulate and audit; and the creation of mitigation measures to prevent harms of the transaction.<sup>194</sup> TURN addresses these criteria below and finds that, absent conditions, the proposed transaction does not meet the standard in Section 854(c).

**a) *Impact of the proposed transaction on the financial condition of post-transaction Charter***

TURN does not provide a response to this issue in this opening brief but reserves the right to respond to this issue our reply brief and future advocacy.

**b) *Impact of the proposed transaction on service quality***

Without additional conditions, there is not adequate data available or measures in place to ensure that the proposed transaction will improve the quality of Joint Applicants' service. Charter's assertions about service quality concern its Customer Commitment and extending it to Cox's service territory if the Commission approves the proposed transaction. Charter's Customer Commitment is a voluntary commitment based on four pillars and includes the issuance of customer credits in certain circumstances.<sup>195</sup> Charter implemented the Customer Commitment in September 2024, and the first full month that it was in place was October 2024, making it less than two years old.<sup>196</sup> As the Customer Commitment is voluntary,<sup>197</sup> Charter could discontinue it at any time. Therefore, TURN recommends that the Commission require Charter to continue its Customer Commitment for at least ten years under terms that are at least as generous to customers as they are now; TURN proposes specific language in Attachment A.

In direct testimony, Mr. Brevitz discusses how "Charter does not state that it tracks each of the four pillars [of the Customer Commitment] with measurable metrics, or, if so, what those specific metrics are."<sup>198</sup> "Without metrics and measurable data, Joint Applicants cannot make specific, concrete and measurable commitments to maintain and improve quality of service," and "[s]pecific, concrete, measurable and enforceable commitments are necessary here to provide

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<sup>194</sup> Cal. Pub. Util. Code § 854(c)(1)-(8).

<sup>195</sup> See generally Exh. 1 (Errata Rebuttal Testimony of Greta Kim); see, e.g., Exh. 29 (Opening Testimony of Adam Falk) at 8:11-20.

<sup>196</sup> Exh. 1 (Errata Rebuttal Testimony of Greta Kim) at 4:17-18; Vol. 5, Tr. 478:24-479:3.

<sup>197</sup> Vol. 5, Tr. 479:23-25 (Green: "Has anyone or any entity required Charter to implement its customer commitment?" Kim: "There are no requirements that I am aware of.")

<sup>198</sup> Exh. 70 (Opening Testimony of David Brevitz) at 38:13-14.

public benefit . . . .”<sup>199</sup> To better understand and monitor Charter’s performance, TURN recommends conditions regarding the reporting of Charter’s performance under the four pillars;<sup>200</sup> TURN provides specific language for these conditions in Attachment A.

Ms. Kim’s rebuttal testimony attempts to connect the four pillars to the General Order (G.O.) 133-D service quality metrics,<sup>201</sup> which apply to Charter,<sup>202</sup> but the throughlines are unclear or contradictory. Ms. Kim says Charter’s “24/7 U.S.-based customer service pillar is reflected in the [G.O. 133-D] Answer Time metric,” but on cross-examination testified that 24/7 customer service would not be necessary to meet the Answer Time metric.<sup>203</sup> More confusingly, Ms. Kim asserts that Charter’s “Always Improving pillar is reflected in [Charter’s] consistent performance across the reported metrics.”<sup>204</sup> When asked about the contradictory nature of this statement on cross-examination, Ms. Kim discussed Charter’s “sustained performance” on the G.O. 133-D metrics and Charter’s efforts to “maintain” the experience of its customers.<sup>205</sup>

Ms. Kim attaches the 2024 and 2025 G.O. 133-D reports of Charter subsidiaries to her rebuttal testimony. The 2024 reports of Bright House Networks and Charter Fiberlink appear to contain significant errors regarding performance under the Customer Trouble Report standard.<sup>206</sup> For example, in January 2024, Charter Fiberlink reports 278,208 trouble reports for 304,450 working lines but that only 0.5% of working lines have trouble reports. Nor does this appear to be an instance of erroneously reporting the number of lines without trouble reports, as 278,208 divided by 304,450 is approximately 91.4%. The nature and duration of this error raises questions about the accuracy of Charter’s G.O. 133-D reporting.

To ensure that Charter meets the Commission’s service quality metrics, TURN recommends that the Commission adopt a version of a NYPSC and CPURA condition on the proposed transaction and require charter to invest in customer service improvements in California if it fails to meet G.O. 133 customer service metrics. Additionally, to ensure the Commission has data-based benchmarks regarding Charter’s service quality, TURN recommends that Charter be required to specifically report on service quality on Tribal lands. TURN proposes language for

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<sup>199</sup> *Id.* at 39:1-7.

<sup>200</sup> Exh. 70 (Opening Testimony of David Brevitz) at 39:12-17.

<sup>201</sup> Exh. 1 (Errata Rebuttal Testimony of Greta Kim) at 6:22-7:11.

<sup>202</sup> Vol. 5, Tr. 480:9-13; Exh. 70 (Opening Testimony of David Brevitz) at 39:20-21.

<sup>203</sup> Vol. 5, Tr. 481:8-12.

<sup>204</sup> Exh. 1 (Errata Rebuttal Testimony of Greta Kim) at 7:10-11.

<sup>205</sup> Vol. 5, Tr. 482:1-15.

<sup>206</sup> Exh. 1 (Errata Rebuttal Testimony of Greta Kim), Attachment A, at A-1, A-3.

these conditions in Attachment A.

In his opening testimony, Mr. Brevitz identified the integration of Charter's and Cox's operations as a risk to service quality.<sup>207</sup> In response, Ms. Kim asserts that "Charter has extensive experience successfully integrating cable systems."<sup>208</sup> Ms. Kim's position fails to account for the fact that Charter itself identified "the challenges inherent to the integration of Cox Communications" as a risk of the proposed transaction.<sup>209</sup> To minimize harms to customers stemming from these challenges, TURN recommends that the Commission condition the proposed transaction on (1) Joint Applicants submitting a detailed report about how it will integrate its and Cox's operations within 90 days of closing and (2) Charter maintaining a dedicated California customer hotline to assist consumers during the integration of Charter's and Cox's operations. TURN provides language for these conditions in Attachment A.

***c) Impact of the proposed transaction on the quality of management of post-transaction Charter***

Joint Applicants' witness states that Chris Winfrey, the current CEO of Charter and board member, will retain those positions at a post-transaction Charter.<sup>210</sup> Currently, Mr. Winfrey is named as a defendant in an ongoing lawsuit related to his statements about how Charter was handling the end of the ACP.<sup>211</sup> The complaint specifically cites a number of Mr. Winfrey's statements and alleges that those statements "were materially false and misleading when made."<sup>212</sup> Given the allegations in this suit, the Commission should carefully consider how Mr. Winfrey remaining in his positions would affect the quality of management of post-transaction Charter. The Commission should also consider whether Mr. Winfrey's conduct represents a pattern that could expose Charter to further litigation, particularly if Charter's broadband subscribership sees further decreases.<sup>213</sup>

***d) Fairness and reasonableness to affected employees***

Without additional conditions and mitigation measures, the proposed transaction presents serious concerns or questionable benefits for Charter's and Cox's employees in terms of job creation, employee retention, and job-related benefits.

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<sup>207</sup> Exh. 70 (Opening Testimony of David Brevitz) at

<sup>208</sup> Exh. 1 (Errata Rebuttal Testimony of Greta Kim) at 8:8.

<sup>209</sup> Exh. 75 (Charter Proxy Statement) at 59.

<sup>210</sup> Exh. 52 (Opening Testimony of Jeffrey B. Murphy) at 4:16-17.

<sup>211</sup> Exh. 53 (Sandoval v. Charter Amended Complaint) at 11-12, 92-93.

<sup>212</sup> *Id.* at 8.

<sup>213</sup> *See* Cal. Pub. Util. Code § 854(c)(3); MarketBeat, Charter Communications CEO Says ARPU Selloff Misses Bigger Broadband Strategy.

**(1) The proposed transaction is unlikely to create jobs in California.**

Charter has repeatedly mentioned its commitment to onshore “Cox customer service functions,” implying that the proposed transaction will create jobs in the United States but not expressly stating so.<sup>214</sup> When asked whether the proposed transaction would create jobs in the U.S., Mr. Falk “[did not] have information that can tell you definitively whether it will or it won’t” create jobs and that job growth at Charter would be contingent on Charter increasing its customer base.<sup>215</sup> As discussed above, Charter’s residential broadband subscribership has decreased in recent years.<sup>216</sup> More specifically for California, Cox does not operate call centers in California.<sup>217</sup> Mr. Falk testified on cross-examination that onshoring is not expected to affect jobs in California.<sup>218</sup>

Charter has been similarly vague on whether the proposed transaction will eliminate jobs. When asked via data request if the proposed transaction would eliminate jobs, Charter responded that it lacked “definitive information regarding changes to the combined company’s California workforce.”<sup>219</sup> However, Charter’s actions raise concerns. In March 2026, Charter closed a facility in Wisconsin, resulting in the “separat[ion]” of over 300 employees, including employees in customer service positions.<sup>220</sup> This closure follows previous layoffs in 2025.<sup>221</sup> Mr. Falk testified that Charter is only “committing to have an appropriate workforce to serve [its] customers.”<sup>222</sup>

Moreover, the use of Artificial Intelligence (AI) raises questions about long-term viability of certain jobs at Charter. Charter’s proxy statement regarding the acquisition of Cox states that the proposed transaction “permit accelerated and more efficient technology platform investments, including the development of AI tools for sales, retention and service.”<sup>223</sup> Currently, Charter asserts

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<sup>214</sup> See, e.g., Exh. 29 (Opening Testimony of Adam Falk) at 3:16-18; Exh. 1 (Errata Rebuttal Testimony of Greta Kim) at 7:14-16.

<sup>215</sup> Vol. 6, Tr. at 694:13-21, 695:23-696:6-7.

<sup>216</sup> Sections IV.A.2.c.1, IV.A.3.c, supra. See also Exh. 51 (Errata Rebuttal Testimony of Jeffrey B. Murphy) at 15:2-4; MarketBeat, Charter Communications CEO Says ARPU Selloff Misses Bigger Broadband Strategy.

<sup>217</sup> Exh. 35 (Cal Advocates > Charter DR 04.13), Question 13(d) (“Cox does not operate call centers in California, so onshoring of Cox call centers is not expected to impact jobs in California. Nor does Charter have any current plans to close or relocate any of its California-based call centers.”)

<sup>218</sup> Vol. 6, Tr. at 695:20-22;

<sup>219</sup> Exh. 36 (Cal Advocates > Charter DR 04.12).

<sup>220</sup> Exh. 37 (March 18, 2026 WARN Act Letter).

<sup>221</sup> Vol. 6, Tr. at 700:13-16.

<sup>222</sup> Vol. 6, Tr. at 697:25-698:15.

<sup>223</sup> Exh. 75 (Charter Proxy Statement) at 57.

it is deploying AI tools to assist employees.<sup>224</sup> However, in public portions of data request responses, Charter also expressly states that it “has a goal of improving overall service, thereby decreasing call volume and call duration, which ultimately reduces employee headcount needs.”<sup>225</sup> From a cost perspective, Charter has incentives to decrease staffing where feasible,<sup>226</sup> and the AI tools deployed today to assist employees may one day soon be trained enough to replace them.

To meet the public interest standard, TURN recommends a condition that Charter not close either retail stores or call centers in Charter’s or Cox’s California service territories in the five years following the Commission’s approval of the proposed transaction. Moreover, TURN recommends that the Commission adopt versions of NYPSC conditions requiring (1) Charter to maintain an adequate workforce to provide responsive customer service and meet service quality requirements and (2) Charter to annually file details of all Charter employees in California or serving California customers. TURN provides language for these conditions in Attachment A.

**(2) Charter has not provided sufficient evidence to support its claims about employee benefits.**

Charter has made various assertions about employee benefits, including ones that do not stand up to scrutiny. For example, Charter touts absorbing cost increases in healthcare premiums as one of the benefits to its employees, but Charter has not committed to continue doing so if the Commission approves the proposed transaction.<sup>227</sup> Charter discusses the creation of an employee relief fund and making an investment to establish it, but Charter has yet to develop the rules and policies for that fund. The Cox program Charter will consider as a model is funded by employees, not the company.<sup>228</sup>

Charter also discusses its Broadband Field Technician Apprenticeship Program (BFTAP), developed in part to “attract, train, and retain” a “diverse” workforce.<sup>229</sup> This program is only

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<sup>224</sup> See, e.g., Vol. 5, Tr. 562:18-563:8; Exh. 190 (Exhibits of the Public Advocates Office Rebuttal Testimony of Elizabeth Louie CONFIDENTIAL CHARTER), AR-1 at 12-13.

<sup>225</sup> Exh. 190 (Exhibits of the Public Advocates Office Rebuttal Testimony of Elizabeth Louie CONFIDENTIAL CHARTER), AR-1 at 13.

<sup>226</sup> Charter’s CEO has publicly stated that he believes AI use could reduce Charter’s service costs. Masha Abarinova, Charter has high hopes about AI’s cost-cutting opportunities, Fierce Network (Oct. 31, 2025), <https://www.fierce-network.com/broadband/charter-has-high-hopes-about-ais-cost-cutting-opportunities>.

<sup>227</sup> Exh. 29 (Opening Testimony of Adam Falk) at 10:20-22; Tr. Vol. 6 701:14-702:6 (Falk: “We haven’t committed to doing that, no.”).

<sup>228</sup> Exh. 29 (Opening Testimony of Adam Falk) at 11:10-12; Exh. 119 (TURN > Charter DR 04.20) Question 20(a); Exh. 120 (TURN > Cox DR 04.02).

<sup>229</sup> Exh. 29 (Opening Testimony of Adam Falk) at 33:13-17.

available to current Charter employees,<sup>230</sup> so it can only be as diverse as Charter’s workforce. Moreover, the NYPSC decision included a condition requiring Charter to invest in the BFTAP for training technicians hired in New York; TURN recommends a comparable condition here and proposes language in Attachment A. TURN discusses employee diversity at Charter below.

**(3) The Commission must condition the proposed transaction to protect employee diversity.**

As Mr. Goodman explained in his rebuttal testimony, Charter’s discontinuance of its diversity, equity, and inclusion (DEI) policies and programs is likely to decrease employee diversity.<sup>231</sup> When Verizon abandoned its DEI policies and programs, the Commission set several conditions on its acquisition of Frontier’s wireline assets to encourage diverse recruitment and monitor employee satisfaction and culture at post-transaction Verizon.<sup>232</sup> The NYPSC has also required Charter to submit copies of federal reports and report on policies and activities to ensure non-discriminatory hiring.<sup>233</sup> TURN recommends that the Commission adopt similar conditions here and proposes language in Attachment A.

***e) Fairness and reasonableness to affected shareholders***

TURN does not provide a response to this issue in this opening brief but reserves the right to respond to this issue our reply brief and future advocacy.

***f) Impact on the state and local economies and communities served by Charter and Cox***

Absent additional mitigations measures or conditions, the transaction will not meet the public interest standard for local economies and communities. While it is not the obligation of the Commission or intervenors to prove that the transaction will be adverse to the public interest, TURN contends that the proposed transaction will result in harms to California consumers. Joint Applicants fail to provide any specific, articulable benefits to local economies and California communities that would stem from the proposed transaction.<sup>234</sup> As discussed below, Charter unconvincingly attempts to frame its previous philanthropy as a benefit stemming from the proposed transaction.<sup>235</sup> However, the record shows that Charter has made no commitment to

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<sup>230</sup> Exh. 29 (Opening Testimony of Adam Falk) at 689:6-9.

<sup>231</sup> Exh. 81 (Rebuttal Testimony of Paul Goodman) at 7-8, 16 (“[G]iven Charter’s elimination of implicit bias or other diversity training, Charter’s hiring . . . can be expected to become less diverse. This will lead to a diversity ‘death spiral.’ As Charter’s workforce becomes less diverse, its recruitment and outreach teams will become less diverse. Those recruitment and outreach teams will recruit fewer diverse employees . . .”).

<sup>232</sup> D.26-01-023 (issued in A.24-10-006 on Jan. 20, 2026) at 92-93, OPs 4-10.

<sup>233</sup> Exh. 48 (NYPSC Order Granting Joint Petition Subject To Conditions) at 24-26 OP 26.

<sup>234</sup> Exh. (Supplemental Testimony of David Brevitz) at 26:1-23, 27:8-31:3.

<sup>235</sup> Section IV.B.1, *infra*.

maintain or expand these programs if the transaction were approved.<sup>236</sup> In the interest of efficiency, TURN discusses Charter’s philanthropy programs in its section on the Commission’s ESJ goals and will instead focus its discussion on Charter’s purported future foundation.

The only purported new funding Charter identifies to support its conclusions related to impacts on state and local economies is “a \$50 million grant to establish a foundation to promote community leadership and support in the communities where the combined company operates.”<sup>237</sup> In other words, \$50 million distributed across 41 states<sup>238</sup> and an unquantified number of Tribal lands, Tribal governments, and local governments. When asked for further clarification about the new funding, it became clear that zero dollars are earmarked for California,<sup>239</sup> “Charter has not finalized specific plans regarding the states that will receive support from this foundation,”<sup>240</sup> and it is unclear what the objectives of the foundation are.<sup>241</sup>

The possibility that some foundation money reaches California is not enough to show a positive impact on California state and local economies. As discussed elsewhere in this Brief, the transaction is removing one competitor from California, expanding the areas where Charter can continue its discriminatory pricing practices, and Charter has pledged to take actions that conflict with California’s commitment to DEI practices that empower ESJ communities, economies, and businesses. Even if all \$50 million was earmarked for California, that amount represents approximately [BEGIN CHARTER HIGHLY CONFIDENTIAL] [REDACTED] [END CHARTER HIGHLY CONFIDENTIAL] of Charter’s California revenues,<sup>242</sup> which excludes the increased revenues that will come from Cox’s California service territory if the Commission approves the proposed transaction. This \$50 million program is insufficient to meet the public interest standard.

***g) Impact on the Commission's jurisdiction and capacity to effectively regulate***

A failure to assess all the purported benefits of the proposed transaction and pose necessary

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<sup>236</sup> *Id.*

<sup>237</sup> Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 23:19-21.

<sup>238</sup> Application at 3.

<sup>239</sup> Vol. 6, Tr. 692:5-16.

<sup>240</sup> Exh. 118 (TURN > Charter DR 05.05) Question 5(a)-(b).

<sup>241</sup> Vol. 6, Tr. 691:19-692:1 (Falk: “[T]he grants will be made largely based upon applicants in their applications and the degree to which it – their applications meet the objectives of the foundation. · So, no, I couldn't tell you at this point how many of those would be funded in California, because I don't know all of the parameters of -- of the objectives of the program yet . . . .”)

<sup>242</sup> See Exh. 27 (Supplemental Testimony of David Brevitz (Charter HC)) 29:2-7 and Exh. 122 (Cal Advocates > Charter DR 8.9) at Table 6 for the figure for Charter’s California revenues, which the \$50 million figure was divided by.

conditions will harm the Commission’s jurisdiction and capacity to regulate. As discussed above, the Commission has made clear that the scope of this proceeding is expansive.<sup>243</sup> The Commission should expressly reject Joint Applicants’ attempts to narrow the scope of this proceeding and should instead carefully assess—and supplement via additional conditions—all the asserted benefits Joint Applicants have claimed, regardless of whether they pertain to services Joint Applicants argue are beyond the scope of the proceeding.<sup>244</sup> “Having placed those alleged benefits in issue, Joint Applicants cannot complain if [the Commission] examine[s] the evidence supporting that claim as part of [its] public interest analysis.”<sup>245</sup>

Furthermore, to avoid any unintended effects on the Commission’s jurisdiction and capacity to regulate and audit, TURN recommends that the Commission’s decision in this proceeding—regardless of whether it approves the proposed transaction—expressly state that the decision does not and is not intended to reduce the Commission’s jurisdiction to regulate and audit the Joint Applicants.

***h) Mitigation measures to prevent significant adverse consequences***

Throughout this brief, TURN discusses the need for conditions and mitigation measures to ensure that the proposed transaction meets the public interest standard. Attachment A to this brief provides a list of TURN’s recommended conditions with proposed language. In addition to the conditions and mitigation measures specifically discussed in this brief, TURN generally recommends that if other jurisdictions adopt public interest conditions or mitigation measures, the Commission should adopt a version of those conditions for the benefit of California consumers.<sup>246</sup> Not only will this practice push the proposed transaction closer to meeting the public interest standard, but it also advances numerous state policy goals for telecommunications.<sup>247</sup>

**B. Whether granting the Joint Application impacts 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.**

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<sup>243</sup> See note 23, supra.

<sup>244</sup> See, e.g., Vol. 5, Tr. at 450:19-451:3.

<sup>245</sup> D.16-05-007 (issued in A.15-07-009 on May 16, 2016), at 20-21.

<sup>246</sup> Exh. 70 (Opening Testimony of David Brevitz) at 47:20-48:4.

<sup>247</sup> See Cal. Pub. Util. Code § 709 (declaring policies for telecommunications in California that include continuing the commitment to universal service, encouraging the deployment of new technology, bridging the digital divide, and promoting economic growth and lower prices).

The Commission’s ESJ Action Plan 2.0 (Action Plan) is in place, in part to serve as a “...framework with which to integrate ESJ considerations throughout the agency’s work.”<sup>248</sup> The Action Plan includes nine overarching goals<sup>249</sup> and defines ESJ communities as disadvantaged communities;<sup>250</sup> all Tribal lands; low-income households below 80 percent of the area median income; and low-income census tracts where aggregated household incomes are less than 80 percent of area or state median income.<sup>251</sup> The latest version of the Action Plan includes considerations for racial equity; DEI; engagement with California Native American Tribes;<sup>252</sup> and, ESJ communities in High Fire Threat Districts (HFTDs).<sup>253</sup>

As discussed previously, the Commission has the authority under Section 854 to examine all the public interest implications of a transaction as part of its review,<sup>254</sup> and the Joint Applicants bear the burden of “proving that the proposed transaction is in the public interest in California, Joint Applicants must provide evidence that the transaction would result in specific, actionable benefits, or commitments to provide benefits . . . .”<sup>255</sup> Joint Applicants’ Application and testimony does not proactively mention ESJ communities and offer no evidence of consideration of the ESJ Action Plan or the transaction’s impact on ESJ communities.<sup>256</sup>

While it is not the responsibility of the Commission or intervenors to definitively prove that the transaction is adverse to the public interest,<sup>257</sup> TURN contends that unless the Commission

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<sup>248</sup>CPUC, *Environmental & Social Justice Action Plan Version 2.0* (Apr. 7, 2022), <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/news-and-outreach/documents/news-office/key-issues/esj/esj-action-plan-v2jw.pdf>, at 2 (ESJ Action Plan).

<sup>249</sup> ESJ Action Plan at 4-6.

<sup>250</sup> Defined as census tracts that score in the top 25% of CalEnviroScreen 3.0, along with those that score within the highest 5% of CalEnviroScreen 3.0’s Pollution Burden but do not receive an overall CalEnviroScreen score.

<sup>251</sup> ESJ Action Plan at 2.

<sup>252</sup> “California Native American tribe” means a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004. *See* Cal. Pub. Resources Code § 21073. California Native American tribes include both federally recognized and non- federally recognized tribes.

<sup>253</sup> ESJ Action Plan at 4.

<sup>254</sup> Cal. Pub. Util. Code § 854(a). *See also* D.21-11-030 at 6 (noting that Section 854(c) “does not bar consideration of other criteria”).

<sup>255</sup> D.21-11-030 at 22.

<sup>256</sup> *See generally* Application.

<sup>257</sup> Joint Applicants have repeatedly offered an incorrect standard of review. In the Joint Reply, Joint Applicants state, “Protestors identify no actual noncompliance under GO 156 or relevant Public Utilities Code sections.” Joint Reply at 28.

blocks the merger or approves the transaction subject to ESJ and consumer protection conditions, the proposed transaction will result in substantial harm to ESJ communities in California.

**1. Charter is systematically erasing ESJ communities from consideration.**

Goal 1 of the Action Plan is to “Consistently integrate equity and access considerations through CPUC regulatory Activities,” including “Build[ing] Systematic Approaches for ESJ Priorities” and “Expand[ing] Opportunities for Access.”<sup>258</sup> As part of Goal 1 implementation, the Commission established internal guidance for staff to scope ESJ issues in all proceedings,<sup>259</sup> as is the case in the present proceeding.<sup>260</sup>

In response to TURN raising ESJ concerns in its protest, Joint Applicants only responded with general information related to LifeLine and G.O. 156 reporting requirements—pre-existing Commission activities outside of the proposed transaction—and did not offer any specific information related to ESJ impacts.<sup>261</sup> This response from Joint Applicants is anathema to the legal standard, the Scoping Memo, and Action Plan, which collectively require applicants to prove specific, actionable benefits to ESJ communities as part of the requirement to prove the proposed transaction is in the public interest.

Charter seems to have shifted its framing over the course of this proceeding and is attempting to shoehorn its past philanthropy into an implied ESJ talking point. The Commission should require Charter to be explicit in its efforts to show benefits to ESJ communities. TURN has serious concerns about potential for negative impacts on ESJ communities as a result of this transaction because the record shows that Charter’s decision to further abandon ESJ communities was a trade for federal approval earlier this year, a harm stemming from the proposed transaction.<sup>262</sup> Charter publicly promised to be anti-DEI and, by extension, anti-ESJ,<sup>263</sup> as part of its efforts to receive federal approval—announcing that it ended its DEI policies in a letter to FCC Chairman Carr (Anti-DEI Letter).<sup>264</sup> The letter cites to various Equal Employment Opportunity

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<sup>258</sup> ESJ Action Plan at 4-5, 23.

<sup>259</sup> ESJ Action Plan at 4.

<sup>260</sup> Scoping Memo at 3-4.

<sup>261</sup> Joint Reply at 27-28.

<sup>262</sup> See, e.g., Exh. 80 (Opening Testimony of Paul Goodman) at 18-28.

<sup>263</sup> See E-Mail Ruling Denying Motion as Amended (issued Mar. 27, 2026) (“The scope of this proceeding is inclusive of DEI issues suggested by Intervenor’s in their Amended Motion. Since the scoping memo filed on December 9, 2025, issues that fall under the California Public Utilities Commission’s Environmental and Social Justice (ESJ) Action Plan, including General Order 157, were implicated as within scope.”)

<sup>264</sup> Exh. 47 (Attachments A-D of Second Rebuttal Testimony of Paul Goodman) Attachment A.

Commission websites that incorrectly describe DEI initiatives as “illegal.”<sup>265</sup> These commitments are in direct conflict with Goal 8.2.3 of the Action Plan, which seeks to advance DEI<sup>266</sup> and cites racial equity and DEI as part of the foundation of the version 2.0 updates.<sup>267</sup>

Indeed, it appears that the first time Charter mentioned the Action Plan in this proceeding is in its quote of a pointed criticism from Mr. Brevitz regarding the Joint Applicants’ failure to mention, much less consider, the Commission’s ESJ Action Plan.<sup>268</sup> Charter then described a pre-existing loan fund, a pre-existing grant program, and its own internal employee training program<sup>269</sup> as “philanthropic and engagement programs”<sup>270</sup> without explicitly claiming that such, prior efforts are responsive to the Commission’s ESJ Action Plan or TURN’s ESJ concerns. Of course, the obvious inference is that Charter believes these programs are somehow ESJ programs but refuses to say so. Charter may also be hoping the Commission fails to notice it attempts to “double-count” these programs by claiming they somehow also benefit state and local economies.

Ironically, Mr. Falk, Charter’s main witness on purported public benefits, was unaware that Goal 3 of the Action Plan calls for extending essential communications services to ESJ communities and could not even define “ESJ community.”<sup>271</sup> TURN finds it troubling that the one explicit telecommunications goal in the Commission’s ESJ Action Plan was unknown to Charter as of April 21, 2026<sup>272</sup>—months after TURN raised ESJ concerns in its protest and the Commission included ESJ considerations in the Scoping Memo. Even without the Anti-DEI Letter, it is impossible to consider communities that are undefined and unmapped,<sup>273</sup> and therefore impossible to look at disproportionalities affecting those communities. At minimum, the Commission should impose conditions (1) requiring Charter to map the ESJ communities in its and Cox’s service territories, (2) requiring price reporting by Charter, as discussed above, and (3) consistent or “most favored nation” pricing throughout California. TURN proposes language for these conditions in Attachment A.

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<sup>265</sup> See *id.* at Attachment A, fn 1.

<sup>266</sup> ESJ Action Plan at 51.

<sup>267</sup> ESJ Action Plan at 17.

<sup>268</sup> Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 17:17-18:3.

<sup>269</sup> Vol. 6, Tr. 689:6-9.

<sup>270</sup> Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 18:2-19:5.

<sup>271</sup> Vol. 6, Tr. 672:22-673:11, 677:24-678:21; Exh. 30 (TURN > Charter DR 04.03).

<sup>272</sup> Vol. 6, Tr. 672:25-673:4.

<sup>273</sup> Vol. 6, Tr. 677:9-678:21, 682:15-683:14; Exh. 30 (TURN > Charter DR 04.03); Exh. 33 (TURN > Cox DR 03.02).

Perhaps Charter’s refusal to explicitly claim consideration of the ESJ Action Plan and benefits to ESJ communities is tied to its assurances to the federal government that it “eliminated optional inclusive leadership training and references to diversity and inclusion in the company’s internal and external messaging.”<sup>274</sup> Furthermore, Charter ended the position of Chief Diversity Officer and “no longer advances diversity and inclusion priorities.”<sup>275</sup> TURN contends it is likely partially due to a general unwillingness to make concrete ESJ commitments as part of the proposed transaction.<sup>276</sup> As discussed above, Charter has provided no evidence that its philanthropy and engagement programs are a transaction-specific benefit—and rightly so, as these activities have already happened. But Charter will not even commit to maintaining these programs at existing levels,<sup>277</sup> let alone expand efforts and funding to match its market expansion in California if the transaction is approved.

While Charter has previously made awards through its various programs to California organizations,<sup>278</sup> there are no concrete commitments to maintain this funding in the future.<sup>279</sup> A cursory review of the California organizations that received Charter funding reveals an interesting trend in that at least three non-profit entities<sup>280</sup> **[BEGIN CHARTER CONFIDENTIAL]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **[END CHARTER CONFIDENTIAL]**

<sup>274</sup> Exh. 47 (Attachments A-D of Second Rebuttal Testimony of Paul Goodman) Attachment A at 2.

<sup>275</sup> Exh. 47 (Attachments A-D of Second Rebuttal Testimony of Paul Goodman) Attachment A at 2.

<sup>276</sup> See, e.g., Exh. 70 (Opening Testimony of David Brevitz) at 33-34; Exh. 129 (Direct Testimony of Christopher Bartulo On Impacts to ESJ Communities) at 4-6.

<sup>277</sup> See Exh. 29 (Opening Testimony of Adam Falk) at 30:9-31:10, 31:21-33:19; Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 17:19-19:5; Exh. 106 (Supplemental Testimony of David Brevitz) at 27:10-16.

<sup>278</sup> See, e.g., Exh. 106 (Supplemental Testimony of David Brevitz) at 29:1.

<sup>279</sup> See, e.g., Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 17:19-19:5.

<sup>280</sup> Vol. 6, Tr. 731:19-25, 732:2-4.

<sup>281</sup> Compare Exh. 41 (CforAT > Charter DR 02.23 (Charter Confidential version)) showing that **[BEGIN CHARTER CONFIDENTIAL]** [REDACTED]

[REDACTED] **[END CHARTER CONFIDENTIAL]** with Vol. 2, Tr. 108:17-109:21; Vol. 3, Tr. 236:12-237:24; Vol. 1, Tr. 26:2-27:5.

<sup>282</sup> Vol. 6, Tr. at 733:1-4 **[BEGIN CHARTER CONFIDENTIAL]** [REDACTED]

[REDACTED] **[END CHARTER CONFIDENTIAL]**

Charter has cited its “philanthropic and engagement programs”<sup>283</sup> as a public benefit and an implied ESJ benefit. However, Charter has made an anti-DEI pledge and cut its DEI practices in order to placate the FCC and in defiance of the Commission’s commitment to DEI, race equity, and systematic consideration of the unique needs and challenges of ESJ communities throughout the Commission’s regulatory activities. The Commission should not reward duplicity. Either Charter is sincere in its representations to the FCC and runs counter to California’s commitment to ESJ communities as well as DEI, or, Charter has lied to the FCC. Either way, the record shows a complete lack of ESJ commitments and a refusal to integrate ESJ considerations<sup>284</sup> and also demonstrates concrete harms to ESJ communities due to Charter’s rollback of DEI initiatives and its discriminatory pricing practices.<sup>285</sup>

**2. Without conditions, the proposed transaction will not meet the public interest standard or advance the Commission’s ESJ goals for Tribes in Charter’s and Cox’s service territories.**

There are at least **[BEGIN CHARTER HIGHLY CONFIDENTIAL]** [REDACTED] **[END CHARTER HIGHLY CONFIDENTIAL]** California Native American Tribes within Charter’s service territory.<sup>286</sup> Yet, Joint Applicants include no discussion of Tribes or Tribal communities within the Application,<sup>287</sup> despite Tribal lands falling within the Commission’s definition of ESJ communities<sup>288</sup> and tribal communities overlapping with the other ESJ definitions.<sup>289</sup>

Despite the importance of Tribal issues, Charter appears to have conducted zero analysis regarding the potential impacts of the proposed transaction on Tribes. On one hand, Mr. Falk asserts that Charter does not “provid[e] residential voice, video or broadband service” to any tribes in California<sup>290</sup> then contradictorily claims to have “some business” with Tribes.<sup>291</sup> Charter acknowledges that it has not had a partnership with a federally-recognized Tribe since at least

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<sup>283</sup> See Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 17:15-19:5.

<sup>284</sup> Exh. 70 (Opening Testimony of David Brevitz) at 6:1-21, 32:8-34:12; Exh. 79 (Rebuttal Testimony of David Brevitz) at 18:13-19:13, 22:6-23:21; Exh. 106 (Supplemental Testimony of David Brevitz) at 20:4-12.

<sup>285</sup> Sections IV.A.2.a.2 and IV.A.3.d.3, *supra*. See also Exh. 79 (Rebuttal Testimony of David Brevitz) at 17:9-18:12.

<sup>286</sup> See Exh. 152 (Exhibits to the Direct Testimony of Christopher Bartulo CONFIDENTIAL CHARTER), Exhibit C-4 at Confidential Attachments 3-5.

<sup>287</sup> See generally Application.

<sup>288</sup> ESJ Action Plan at 2. Version 2.0 did not change this definition. See *id.* at 22.

<sup>289</sup> See *id.* at 2.

<sup>290</sup> Vol. 7, Tr. 790:11-17.

<sup>291</sup> Vol. 6, Tr. 686:12-15.

2018;<sup>292</sup> it does not have one full-time government affairs professional designated to work with California Tribes.<sup>293</sup> During evidentiary hearings, Mr. Falk could only name one Tribe within Charter’s California territory and was completely unaware of Tribes in Cox’s territory.<sup>294</sup> As Charter does not have knowledge of the Tribal lands and communities within Charter and Cox territory—the Commission should require specific conditions to ensure the transaction is in the public interest as it relates to Tribes. Charter has not met the public interest standard, and as discussed above, it sent the Anti-DEI letter as part of its efforts to receive federal approval for the proposed transaction, a specific harm that the Commission must block or mitigate with conditions designed to protect ESJ communities, including Tribal lands and Tribal communities.

Charter may attempt to frame a few prior grants to the **[BEGIN CHARTER HIGHLY CONFIDENTIAL]** [REDACTED] **[END CHARTER HIGHLY CONFIDENTIAL]** as some kind of absolution for its lack of consideration of impacts on Tribes. Like all its “philanthropy and engagement” programs, Charter has made no commitments to fund any Tribal or Tribal-serving organizations.<sup>297</sup> Further, Charter claims that **[BEGIN CHARTER CONFIDENTIAL]** [REDACTED] **[END CHARTER CONFIDENTIAL]** <sup>298</sup>

While Charter may claim it is constrained by its Anti-DEI Letter, Tribal considerations are very clearly outside the scope of the FCC’s current anti-DEI crusade, because it is well established that Tribes are political entities and Tribal membership is a political classification, not a racial classification.<sup>299</sup> As such, the Commission’s existing jurisdiction and the realities of federal Indian law create an opportunity for the Commission to direct appropriate Tribal benefits and consideration of tribal ESJ issues as part of any conditions that would be required to ensure the proposed transaction is in the public interest. TURN recommends that the Commission condition

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<sup>292</sup> Vol. 6, Tr. 685:7-686:1; *see also* Exh. 34 (Cal Advocates > Charter DR 02.02).

<sup>293</sup> Vol. 6, Tr. 688:5-10.

<sup>294</sup> Vol. 6, Tr. 688:17-22. Evidentiary Hearing Transcript.

<sup>295</sup> Exh. 41 (CforAT > Charter DR 02.23 (Charter Confidential version)). **[BEGIN CHARTER CONFIDENTIAL]** [REDACTED] **[END CHARTER CONFIDENTIAL]**

<sup>296</sup> *See* Vol. 6, Tr. 746:3-22.

<sup>297</sup> *See, e.g.*, Exh. 29 (Opening Testimony of Adam Falk) at 27:6-35:2; Exh. 21 (Errata Rebuttal Testimony of Adam Falk) at 17:17-21:4.

<sup>298</sup> Vol. 6, Tr. 728:13-23.

<sup>299</sup> *Morton v. Mancari*, 417 U.S. 535, 553-555 (1974).

approval of the proposed transaction on (1) a monetary condition by Charter to Tribal workforce development, require a right of first offer for Tribes comparable to the condition in the Fronter/Verizon transaction,<sup>300</sup> (2) require Charter to institute an Indian hiring preference, and (3) requiring Charter to prioritize supplier contracts with Tribes and Tribally-owned entities. TURN proposes language for these conditions in Attachment A.

**3. Charter’s pricing practices require conditions and monitoring to protect ESJ communities.**

Goal 6 of the ESJ Action Plan is to “Enhance enforcement to ensure safety and consumer protection for all, especially ESJ communities.”<sup>301</sup> This generally includes tracking complaints from ESJ communities: protecting against fraud and unfair business practices in CPUC-regulated industries (Goal 6.1); using existing enforcement authority to focus on serving ESJ communities and understanding their needs (Goal 6.2); ensuring opportunities for ESJ communities to benefit from maximum compliance with CPUC rules and regulations (Goal 6.3), and engaging with ESJ communities to understand cumulative impacts through utility audits (Goal 6.4).<sup>302</sup>

As discussed above, Charter’s pricing discrimination, lack of specific ESJ and Tribal data, upselling of customers, and confusing promotional pricing structure all create consumer harms that the Commission must closely monitor and correct through conditions and enforcement action, where necessary. Without specific monitoring and enforcement mechanisms, the proposed transaction will undoubtedly result in consumer harm. Indeed, record evidence shows that Charter is out of compliance with conditions in the TWC transaction.<sup>303</sup>

TURN is particularly concerned about monitoring Charter’s arbitrary and discriminatory pricing practices. As discussed above, the report by the California Community Foundation and Digital Equity Los Angeles and the Sandoval Working Paper have shown pricing discrimination by Charter.<sup>304</sup> Charter’s pricing practices implicate Goal 6 of the Action Plan, and the Commission should consider additional consumer protections. TURN recommends that the Commission not approve the transaction unless it also includes conditions that (1) require Charter to map the ESJ communities in its and Cox’s California service territories, and (2) create a streamlined complaint process for ESJ communities, including Tribes, and customers on Tribal lands, and (3) require

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<sup>300</sup> D.26-01-023 at 82, OP 24.

<sup>301</sup> ESJ Action Plan at 5, 25.

<sup>302</sup> ESJ Action Plan at 25, 46-48.

<sup>303</sup> See Exh. 69 (Field Audits Charter WiFi Public Access Locations).

<sup>304</sup> Section IV.A.2.a.2, *supra*.

Charter to have at least two full-time Tribal liaisons<sup>305</sup> in California. TURN proposes language for these conditions in Attachment A.

**4. In light of Charter’s DEI commitments, the Commission must impose conditions on the proposed transaction to promote high road career paths and economic opportunity for residents of ESJ communities.**

Goal 7 of the ESJ Action Plan “[p]romotes high road career paths and economic opportunity for residents of ESJ communities.”<sup>306</sup> As part of the 2.0 update, “Goal 7 of the ESJ Action Plan is updated to better reflect the imperatives of quality and access in both employment and training, and further promote the high road principles of equity, sustainability, and job quality across the CPUC.”<sup>307</sup> Part of this work calls for partnering with utilities to promote economic opportunity for ESJ communities and furthering utility supplier diversity (Goal 7.3).<sup>308</sup>

Joint Applicants primarily rely on Charter’s existing Broadband Field Technician Apprenticeship program, which is on-the-job training only available to existing Charter employees,<sup>309</sup> to support their conclusions that the proposed transaction meets the public interest standard required by Section 854. However, this program falls short for at least three significant reasons. First, the field technician training program already exists and is not a transaction-specific benefit. Second, because the technician training program is only available to existing employees, it is limited by Charter’s existing workforce and not targeted to promote individuals from ESJ communities. Third, in light of Charter’s Anti-DEI letter, which implicates its employment and supplier diversity activities, Charter is taking a giant step back on Goal 7 and refusing to incorporate ESJ considerations across all aspects of its workforce and supplier activities.<sup>310</sup> As such, Commission conditions are necessary to ensure the proposed transaction does not exacerbate harms to current and prospective employees, suppliers, and contractors that stem from the proposed transaction—as Charter’s would not have taken Anti-DEI actions but for the proposed transaction.

As discussed in other ESJ- and employment-related sections in this Brief, the Commission should take specific monitoring actions, institute ESJ workforce and supplier protections, and include

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<sup>305</sup> The Commission imposed this condition in the Frontier/Verizon transaction. D.26-01-023 at OP 12.

<sup>306</sup> ESJ Action Plan at 6, 21, 23, and 25.

<sup>307</sup> ESJ Action Plan at 21 and 23.

<sup>308</sup> ESJ Action Plan at 25, 48-49.

<sup>309</sup> Exh. 29 (Opening Testimony of Adam Falk) at 10:15-18, 10:21-23; Vol. 6, Tr. 689:2-9.

<sup>310</sup> Exh. 47 (Attachments A-D of Second Rebuttal Testimony of Paul Goodman) Attachment A at 2-3 (stating “Charter does not ... utilize recruitment or retention programs focused on particular demographic groups;” “Charter’s former Chief Diversity Officer no longer advances diversity and inclusion efforts;” and “Charter no longer participates in recognition surveys based on protected characteristics.”).

Tribal workforce and supplier requirements (taking advantage of existing legal flexibilities) to mitigate harms if the Commission approves the proposed transaction.

**C. Whether granting the Joint Application impacts public safety.**

Joint Applicants and their witness make various assertions about how the proposed transaction will maintain or improve public safety and resiliency, including by increasing access to “critical equipment,” expanding personnel, and establishing additional redundant network routes.<sup>311</sup> However, Charter’s and Cox’s performance in the field and testimony at evidentiary hearings suggests concerning gaps in their resiliency efforts.

Networks like Charter’s require backup power within the network and at the customer premises to continue functioning in a power outage.<sup>312</sup> The Commission has created resiliency requirements for facilities-based wireline providers to ensure that, among other things, providers adequate plans in place to ensure 72 hours of backup power in network facilities located in HFTDs so that these networks can continue functioning during power outages or power shutoffs.<sup>313</sup> In 2023, Commission staff visited a total of thirty wireline sites to assess compliance with these requirements, including four of Charter’s and eight of Cox’s.<sup>314</sup> In their analysis of wireline provider site visits, Commission staff questioned how viable power generators are for meeting the Commission’s backup power requirements.<sup>315</sup> When cross-examined, Mr. Falk noted that he was familiar with the Commission’s backup power requirements for Tier 2 and 3 HFTDs.<sup>316</sup> Mr. Falk also confirmed that Charter was included in the Commission’s site visit report as relying on mobile generators to provide backup power to some of its network sites.<sup>317</sup> When asked whether mobile generators were included as part of the referenced “critical equipment,” Mr. Falk stated that he was not referring to mobile generators, but vehicles personnel could use , or “other equipment that we

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<sup>311</sup> See, e.g., Exh. 29 (Opening Testimony of Adam Falk) at 12:22-21:10.

<sup>312</sup> Vol. 6, Tr. 708:5-10, 708:24-710:10, 710:22-711:1.

<sup>313</sup> D.21-02-029 (issued in R.18-03-011 on Feb. 18, 2021) at 41-44, 46-48, OP 1.

<sup>314</sup> Exh. 39 (Site Visits Report: Emergency Disaster Relief Program Years 2021, 2022, and 2023) at 30.

<sup>315</sup> *Id.* at 37-38.

<sup>316</sup> Vol. 6, Tr. 708:1-4. See also Exh. 39 (Site Visits Report) at 1-2 (“Service providers with network infrastructure in California’s Tier 2 and 3 [HFTDs] must develop comprehensive network resiliency strategies to ensure its customers maintain a minimum level of coverage and service to preserve access to 9-1-1, 2-1-1, and internet browsing for emergency information.” (internal citation omitted)).

<sup>317</sup> Vol. 6, Tr. 714:20-25.

might have that we would utilize in the course of an emergency.”<sup>318</sup> When asked a different way, Mr. Falk admitted that mobile generators are critical equipment.<sup>319</sup>

Given that backup generators play a significant role in ensuring that many providers’ network sites can stay operational in outages, Charter demonstrates a limited ability to react to issues that may arise from their use of mobile generators. According to Charter’s 2025 network wireline resiliency plan, it has a total of [BEGIN CHARTER HIGHLY CONFIDENTIAL] [END CHARTER HIGHLY CONFIDENTIAL] mobile generators in California.<sup>320</sup>

Further, Charter states that it [BEGIN CHARTER HIGHLY CONFIDENTIAL] [REDACTED]

[REDACTED] [END CHARTER HIGHLY CONFIDENTIAL] Further, Mr. Falk verified that Charter [BEGIN CHARTER HIGHLY CONFIDENTIAL] [REDACTED]

[REDACTED] [END CHARTER HIGHLY CONFIDENTIAL] When questioned about [BEGIN CHARTER HIGHLY CONFIDENTIAL] [REDACTED]

[REDACTED] [END CHARTER HIGHLY CONFIDENTIAL] Charter has claimed that the merger would increase public safety, but this information suggests that Charter is not taking necessary steps to ensure that their network sites remain operational when it needs to deploy backup generators. These practices would expand to Cox’s service territory. In sum, the proposed transaction increases the risk of customers being disconnected in areas that Charter would not be familiar with serving. Charter has presented no evidence<sup>325</sup> to contradict TURN’s concern that without significant oversight, the proposed transaction would impair Cox customers’ access emergency services or other vital information during an emergency. TURN recommends the Commission condition the proposed transaction on Charter reducing reliance on backup power generators in its and Cox’s service territories and proposes language in Attachment A.

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<sup>318</sup> Vol. 6, Tr. 715:7-9.

<sup>319</sup> Vol. 6, Tr. 717:8-21.

<sup>320</sup> See Exh. 43 (Charter Fiberlink 2025 Wireline Resilience Plan (Charter Highly Confidential Version) at CHARTER-TURN-DR006-Q2-0000109.

<sup>321</sup> *Id.*; Vol. 6, Tr. 738:2-6.

<sup>322</sup> Vol. 6, Tr. 738:16-25.

<sup>323</sup> Vol. 6, Tr. 436:1-11, 740:3-9.

<sup>324</sup> Vol. 6, Tr. 440:13-21.

<sup>325</sup> Joint Applicants bear the burden of proof in this proceeding. Section III, *supra*.

Charter’s resilient consumer premises equipment (CPE) offerings also fall short. Mr. Falk noted that Charter is not making any commitments to make additional information on consumer premises backup power available to customers, even though Charter was required to do so as a condition of its acquisition of TWC and Bright House.<sup>326</sup> Charter does have backup batteries for sale for customers if they want backup power, but they cost of fifty or sixty dollars.<sup>327</sup> This practice separates customers into two distinct groups: those who can afford a backup battery and those who cannot. The Commission should condition the proposed transaction on Charter providing education on backup power and backup power options to consumers so that they can continue to have voice and broadband services in power outages; these conditions are similar to those in the Charter/TWC and Frontier/Verizon transactions.<sup>328</sup> TURN proposes language in Attachment A.

Charter’s new resilient CPE product, “Invincible Wi-Fi,” has concerning limitations. Invincible Wi-Fi is a Wi-Fi 7 router paired with a 5G cellular backup and an 8-hour battery backup.<sup>329</sup> In the event that a customer loses power or the network the router is attached to loses power, it will automatically switch to the 5G backup network and remain operational as long as it is plugged in or using the battery. However, there are significant concerns about this technology. First, Charter’s witness, Mr. Rodrian explained on cross-examination that the functionality of Invincible Wi-Fi depends on the 5G network remaining operational and Charter does not own or operate the network to which Invincible Wi-Fi connects.<sup>330</sup> Mr. Rodrian was unable to confirm that Charter inspects the cell sites or resiliency plan of the provider that owns that network to ensure they are meeting the Commission’s resiliency standards for wireless networks.<sup>331</sup> Second, Charter’s terms of service only allow a customer to use Invincible Wi-Fi at their service address.<sup>332</sup> Mr. Rodrian could not publicly speak to how much of this restriction was due to limitations of the technology itself but stated it would be against Charter’s Terms of Service.<sup>333</sup> A modem or router

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<sup>326</sup> Vol. 6, Tr. 711:16-712:1. D.16-05-007 at OP 2(o)-(p).

<sup>327</sup> Vol. 6, Tr. 712:1-12.

<sup>328</sup> D.16-05-007 at OP 2(o)-(p); D.26-01-023 at OP 20.

<sup>329</sup> See Exh. 3 (Errata Rebuttal Testimony of David Rodrian) at 9:5-7; Exh. 5 (Charter Website: Invincible WiFi FAQs).

<sup>330</sup> Vol. 5, Tr. 497:9-21.

<sup>331</sup> Vol. 5, Tr. 498:23-499:1, 499:17-21. See generally D.20-07-011 (issued in R.18-03-011 on July 20, 2020). On cross-examination, Mr. Falk testified he did not know whether Charter **[BEGIN CHARTER HIGHLY CONFIDENTIAL]** [REDACTED]

**[END CHARTER HIGHLY CONFIDENTIAL]** Vol. 6, Tr. 742:22-743:1.

<sup>332</sup> Vol. 5, Tr. 500:22-501:6.

<sup>333</sup> Vol. 5, Tr. 501:7-9, 501:23-502:6.

that can connect to a mobile network in case of emergencies would essentially provide customers with a mobile hotspot that would allow them to remain connected during an evacuation. However, this use would violate Charter's Terms of Service and depend on the reliability of the mobile network.<sup>334</sup>

As natural disasters grow in severity, the ability for households to remain connected is critical to receive emergency information, keep in contact with loved ones, and reach emergency services. Charter asserts benefits regarding public safety, but its practices and offerings have limitations that the Commission must address through conditions and mitigation measures. TURN proposes language for these measures in Attachment A.

**V. CONCLUSION**

TURN respectfully submits this opening brief and recommends that the Commission either reject the Application or approve the Application contingent on the adoption of the conditions and mitigation measures discussed herein.

Dated: May 22, 2026

Respectfully submitted,

By: 

Alexandra Green

Alexandra Green,  
Telecom. Regulatory Attorney  
**THE UTILITY REFORM NETWORK**

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<sup>334</sup> Vol. 5, Tr. 502:7-12.

## Attachment A: Proposed Conditions and Mitigation Measures

## A.25-07-016

# The Utility Reform Network's Proposed Conditions and Mitigation Measures

### 1. Billing and Pricing

1. Charter will provide public machine-readable address level pricing data for its broadband services in California in the on a quarterly basis, for five years. This data must include the download and upload speeds of the plan in megabits per second (mbps), price per month, if the price is a promotional or rack rate, duration of price validity. Reporting will only include plans and pricing available at that address.
2. Charter will not increase the prices of any service offering for five years.
3. Charter will provide its California customers a bill credit of an amount determined by the Commission.
4. Charter will use consistent (i.e., most favored nation) pricing throughout California, including promotional pricing and rack rate pricing.
5. Charter must provide pricing transparency for post-promotional period rates to consumers before they sign up for a promotional rate.

### 2. Consumer Protections

1. Charter will revise its customer service representative training materials to train employees to cease offering any additional products or services when a customer indicates that they want standalone service, are uninterested in bundling, or want to cancel service.
2. Before disconnecting a customer of any service for non-payment, Charter must transition the customer to a plan with a lower out-of-pocket cost for at least two months before disconnection.
3. In cases where Charter provides service to residential customers in California that have confirmed verbally or in writing to Charter that they are blind, disabled, or 70 years of age or older, live on Tribal land, and all the remaining residents of the household are blind, disabled, or 70 years of age or older, 18 years of age or younger, or live on Tribal land, Charter will not suspend service for an additional 20 days after the date of suspension as stated on the notice of suspension, and shall make a diligent effort to contact an adult resident at the customer's premises at least eight days prior to the date on which suspension of service may occur for the purpose of devising a payment plan. Charter will, at least annually, provide a plain-language notification to any residential customers of its services of the protection available under this provision. A person shall be considered "disabled" if the person has (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions that prevent the

exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques and (b) a has a documented record of such an impairment.

### **3. Low-Income Offerings**

1. Charter will participate in California LifeLine for twenty years following the close of the proposed transaction.
2. Charter will continue to participate in the California LifeLine Home Broadband Pilot for its entire duration and will participate in any successor subsidy program that supports standalone broadband or broadband bundled with wireline or wireless voice for its full duration.
3. Charter will waive equipment rental fees or charges for customers enrolled in California LifeLine, federal Lifeline, or its low-income internet offerings.
4. Charter will participate in federal Lifeline in the areas of Charter's and Cox's service territories that have Eligible Telecommunications Carrier designations for twenty years from the close of the proposed transaction.
5. Cox customers should not have to reapply for state or federal Lifeline and shall not have their Lifeline service interrupted.
6. Charter will continue offering Spectrum Internet Assist for twenty years from the issuance of this decision.
7. Charter will increase the minimum speeds of Spectrum Internet Assist to match the Commission's and Federal Communications Commission's standards for broadband speeds, whichever is higher.
8. Charter will develop a process to provide Spectrum Internet Assist to multiple eligible households as the same postal address.
9. Charter will allow current subscribers to enroll in all low-income internet offering(s).
10. Charter will prominently display information about its current low-income internet offering(s) on its websites for new and current customers.
11. Charter will advertise California LifeLine, federal Lifeline, and its low-income internet offerings in its and Cox's physical stores as long as it operates in California.
12. Charter will allow households to qualify for all its low-income internet offering(s) directly through income verification and not only enrollment in qualifying benefits programs.
13. Charter will continue to offer Connect2Compete to eligible households in Charter's and Cox's California service territories at speeds, prices, and terms no less favorable than those Cox currently offers for twenty years.
14. Charter will expand the eligibility for Connect2Compete to include households with a student enrolled in post-secondary education.

15. Charter will maintain current prices for its low-income internet offering(s) for five years and will annually attest to the Commission that those offerings remain available at those prices.

#### **4. Infrastructure Deployment and Upgrades**

1. Charter will invest an amount determined by the Commission within three years to upgrade Charter's and Cox's California networks to be capable of offering symmetric internet access service with download/upload speeds up to 1/1 Gigabit-per-second throughout Charter's service territories in New York State, completing at least 35 percent of its network upgrade by the end of year one from their decision approving the transaction; 70 percent by the end of year two; and 100 percent by the end of year three.

#### **5. Service Quality**

1. Charter shall define and benchmark service quality metrics and reporting for the "four pillars" of Charter's Customer Commitment. Charter shall be required first to provide benchmark data showing current performance on metrics comprehensive metrics for each of the "four pillars," and then regular reporting of data on those metrics to the Commission following the integration of the two companies. The benchmarked and reported data shall be for regions of California as needed to show any regional variations in results, and the former Cox service area separate from Charter's existing California operations.
2. If Charter fails to meet the GO 133-D Answer time or GO 133-E Customer Service metrics for two consecutive months, Charter shall invest an amount determined by the Commission in incremental customer service improvements in California.
3. Charter will continue to offer the Customer Commitment to its customers in California for ten years from the close of the transaction under terms that are at least as favorable to customers as those in effect on the issuance of this decision.
4. Charter will separately report on service quality on the Tribal lands in its and Cox's California service territories for ten years from the close of the transaction.
5. Charter will establish and operate a dedicated California customer hotline number to be available 12 hours per day from 8:00 AM - 8:00 PM Pacific Time for two years from the close of the transaction. The customer hotline will be staffed by human operators located in California who will assist with consumer questions, concerns, and complaints related to the transfer of control.
6. Ninety days after the closing of the transaction, Charter and Cox submit a detailed integration report on the operations of the combined companies in California, including integration of operations and networks and expansion plans.

#### **6. Jobs and Employment**

1. Charter will sustain a workforce adequate to provide responsive and reliable customer service in California for a period of no less than five years from the closing of the Transaction.
2. Charter will file annually with the Commission a report with details of all Charter employees in California and all employees serving California customers, beginning 30 days after the closing of the transaction and continuing annually for five years thereafter.
3. Charter will invest an amount determined by the Commission in its Broadband Field Technician Apprenticeship Program for training technicians hired in California. Charter will report on this investment annually after the closing of the transaction for three years with a list of investments, date they were made, description of investment, amount of investment, and supporting documentation.
4. Charter will not close any Charter or Cox call centers in California for five years.
5. Charter will not close any Charter or Cox retail stores in California for five years.
6. Charter will contribute an amount determined by the Commission over a five-year period to support a workforce development program administered by California State University or another accredited California institution of higher education.
7. Upon request of the Commission, Charter shall utilize its Employee Resource Groups to facilitate the provision of supplemental qualitative information concerning the experience of Charter's California employees on a confidential basis.
8. Within one year of the issuance date of this decision, Charter will establish a recruiting pipeline from the University of California, California State Universities, and California community colleges, aiming to recruit from underrepresented populations in consultation with the Commission's ESJ Working Group for Charter's workforce and the workforce of supplier companies working with Charter. This includes: (1) Recruiting at University of California, California State Universities, and California Community colleges for jobs and internships at Charter, and requiring the same of their supplier companies with whom Charter contracts and (2) Contributing to recruitment programs, trade development training programs, and internships at the University of California, California State Universities, and California community colleges.
9. For a period of five years after the issuance date of this decision, Charter will meet quarterly to engage with state and local California Chambers of Commerce and State Labor and Workforce Development Boards regarding procurement, employment retention, and recruitment.
10. For a period of five years after the issuance date of this decision, Charter will conduct quarterly employee satisfaction surveys that include questions on employees' expectations, experiences, and satisfaction in regard to belonging and inclusion, in addition to typical questions on employee satisfaction surveys such

as satisfaction with career advancement opportunities, compensation, work-life balance, and company culture. In addition to quantitative results, employees must have the opportunity to provide written commentary. Employees must have the option to respond anonymously. Charter's survey shall have questions that allow employees the opportunity to self-identify based on characteristics including gender, race, disability status, veteran status, Tribal affiliation, or Lesbian, Gay, Bisexual, and Transgender identity. Results of the survey will be reported to Communications Division staff, as well as other venues as necessary. This survey should be national, with a breakout of the California-specific results in reporting.

11. For five years from the issuance of this decision, Charter will submit a copy of its federal EEO-1 report for California employees to the Commission and submit a report describing policies and describe the policies or activities that ensure equal opportunity and nondiscrimination in recruitment and hiring during the preceding calendar year. Charter must specify any changes that have been detrimental to maintaining a diverse/equitable workforce (as may be gleaned from employee survey), and how it will address those detrimental impacts and what changes they will make. This report should include results from the employee satisfaction survey and its implications, with a breakout of the California-specific results. A public version of the transparency report must be prepared that redacts personally identifiable information, but which allows for aggregated analysis of results based on self-identified characteristics.

## **7. Conditions in Other Jurisdictions**

1. If, as part of receiving state and federal approvals of the Charter-Cox transaction, the Joint Applicants are subject to further conditions relating to network evolution, expansion and infrastructure deployment, reporting on integration of operations and networks of the combined companies, benchmarking and reporting of quality of service, participation in affordability programs, affordable service offerings, expansion of network deployment and services to low-income households or other disadvantaged communities, video services, consumer protections, or reporting on or measures regarding the diversity of Charter's workforce and suppliers, then these conditions will be extended for the benefit of consumers in California.

## **8. Environmental and Social Justice**

1. Within 90 days of closing the transaction, Charter will map the Environmental and Social Justice Communities within its and Cox's California service territories and report its findings to the Commission. Charter shall work with the Native American Heritage Commission to identify all Tribes within its California service territory.
2. Charter will spend an amount determined by the Commission on Tribal workforce development funding, career preparedness, and student success or provide an

amount determined by the Commission directly to Tribes for their own government workforce development programs; or commit an amount determined by the Commission to the University of California Native American Opportunity Plan or an amount determined by the Commission to the Commission's Tribal Consortia Account and Tribal Technical Assistance Grant Fund.

3. Every Tribe shall have a right of first offer (ROFO) comparable to that established in D.21-04-008 to purchase property that Charter proposes to sell or dispose of and for which Commission approval is required under Public Utilities (Pub. Util.) Code Section 851.
4. Charter will institute an Indian preference in hiring in accordance with Section 703(i) of Title VII of the Civil Rights Act of 1964, as amended.
5. Charter will annually engage in outreach to Tribes and Tribally-owned entities<sup>335</sup> to find potential suppliers and vendors and submit reports on these activities to the Commission for a period of ten years. Commission staff will determine the required contents of this report.
6. Within six months of closing, Charter will create a streamlined complaint process for customers in Environmental and Social Justice Communities and designate at least two tribal liaisons in California. Each tribe shall have direct access to the tribal liaison via phone and email, and the tribal liaison shall have the availability, access, and authority to respond to the tribes and address their concerns.

## **9. Public Safety**

1. Within one year of closing the transaction, Charter will file a plan with the Commission on how it plans to reduce reliance on backup power generators in its and Cox's California service territories over three years. This plan should include concrete and measurable targets for each year. Charter will provide an annual update on its progress each year.
2. Charter will provide each new or existing wireline voice or broadband customer a document explaining the limitations on their service's functionality in a power outage and the need for backup power. This information must be available in all languages supported by the local registrar of voters and in accessible formats.
3. Charter must make available at least one free battery backup option to residential wireline voice or broadband customers that provides at least 24 hours of backup power.
4. Charter must provide an annual notice to all residential wireline voice and broadband customers about battery backup options.

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<sup>335</sup> "Tribally-owned entities" means any Tribal business enterprise that is at least 51% owned by an Indian tribe located within California or such Indian Tribe's member(s). For the purposes for this definition, "Indian tribe" means any California Indian Tribe, band, nation or other organized group of community of Indians which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.