

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA



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

Application 25-07-016

**REPLY COMMENTS  
OF THE PUBLIC ADVOCATES OFFICE**

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## I. INTRODUCTION

Pursuant to Rule 12.2 of the California Public Utilities Commission (Commission) Rules of Practice and Procedure, the Public Advocates Office at the California Public Utilities Commission (Cal Advocates) respectfully submits these reply comments in response to parties' opening comments responding to the May 1, 2026, *Joint Motion of Charter and Public Advocates Office for Adoption of Settlement Agreement* (Agreement).

The Utility Reform Network (TURN)<sup>1</sup> and the Center for Accessible Technology (CforAT) submitted opening comments opposing the Agreement,<sup>2</sup> as did the California Alliance for Digital Equity (CADE), Fresno Coalition for Digital Inclusion (FCDI), East Bay Broadband Consortium (EBBC), Media Alliance, and Digital Equity Los Angeles (DELA) (collectively, the "Joint Advocates").<sup>3</sup> Cal Advocates respectfully disagrees with the opposition to the Agreement, and offers these reply comments to address concerns raised regarding specific provisions of the Agreement.

The Commission evaluates the Settlement Agreements under Rule 12.1(d) to ensure they are reasonable in light of the whole record, consistent with law, and in the public interest. All three requirements are met here. As discussed below, the Agreement is drafted to provide meaningful, enforceable, and transaction-specific consumer protections beyond what would exist if the proposed transaction were approved absent the Agreement. The existing record developed through testimony and evidentiary hearings is substantial and demonstrates that the Agreement is in the public interest without the need for additional evidence or hearings. The record in this proceeding makes clear that the Agreement is reasonable, advances the public interest, and is fully

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<sup>1</sup> *Opening Comments of The Utility Reform Network on the Joint Motion of Charter and Public Advocates Office for Adoption of Settlement Agreement*, June 1, 2026 (TURN Opening Comments).

<sup>2</sup> *Center For Accessible Technology's Comments on Joint Motion of Charter and Public Advocates Office for Adoption of Settlement Agreement and Joint Motion of Charter Communications, Inc. and California Emerging Technology Fund for Adoption of Settlement Agreement*, June 1, 2026 (CforAT Opening Comments).

<sup>3</sup> *Joint Opening Comments on Charter Settlement Agreements With The California Emerging Technology Fund & The Public Advocates Office*, June 1, 2026 (Joint Advocates Opening Comments).

consistent with applicable law. Therefore, Cal Advocates respectfully recommends that the Commission adopt the Agreement as a condition of approval for the transaction proposed in A.25-07-016.

## II. DISCUSSION

### A. **The Agreement provides meaningful and enforceable affordability protections for low-income customers.**

The New California LifeLine Service Tiers that Charter agrees to provide pursuant to the Agreement include a standalone 500/20 Mbps residential broadband service available to low-income customers for \$50 per month.<sup>4</sup> This term provides an affordable higher-speed service option for low-income customers.

CforAT's opening comments raised concerns regarding the affordability of the Agreement's \$50 monthly price for 500/20 Mbps service by comparing it to Charter's current statewide \$50 promotional rate for the same service.<sup>5</sup> This comparison overlooks a key distinction between promotional pricing generally and the New California LifeLine Service Tiers provided for in the Agreement. Promotional prices for broadband service are typically offered for a limited time, and the Charter promotional price that CforAT applies in its comparison is temporary and expires after twelve months.<sup>6</sup> After the promotional period ends, customers are generally charged a higher, standard monthly price, which was \$80 per month for Charter's 500/20 Mbps service in 2025.<sup>7</sup> In contrast, the Agreement requires Charter to offer 500/20 Mbps service to eligible low-income customers at \$50 per month for a term of five years.<sup>8</sup> Based on Charter's 2025 regular monthly price of \$80 for this service, eligible low-income customers will pay approximately \$30 less per month under the Agreement for the same service. Eligible

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<sup>4</sup> Agreement at paragraph 4.

<sup>5</sup> CforAT Opening Comments, at 9.

<sup>6</sup> *Opening Brief of the Public Advocates Office*, May 22, 2026 (Cal Advocates Opening Brief), at 8.

<sup>7</sup> Exh. Cal Adv-03, *Direct Testimony of Elizabeth Louie on Low-Income Broadband Affordability*, Exhibit A-2 Charter Response to Cal Advocates Data Request 02 - Confidential Attachment 1-A.

<sup>8</sup> Agreement at paragraph 4.

low-income customers have the option to further lower their bill by applying for the subsidy available through the California LifeLine Broadband Pilot Program (LifeLine Pilot), which provides \$20 for standalone broadband and \$30 for bundled voice and broadband service. Therefore, the California LifeLine Service Tiers established in the Agreement provide substantially greater protection for low-income consumers than the temporary promotional price that Charter presently offers. The Agreement effectively converts a temporary \$50 promotional offer into a five-year affordability commitment and provides eligible customers substantial protection from higher prices that follow the expiration of promotional rates.

CforAT also expresses concern that, even after applying the subsidy available through LifeLine Pilot, the \$20 or \$30 out-of-pocket cost for 500/20 Mbps service may remain unaffordable for some low-income customers.<sup>2</sup> The Agreement addresses this valid concern by requiring Charter to offer 100/20 Mbps service<sup>10</sup> at \$20 per month or \$30 per month when bundled with wireline voice service.<sup>11</sup> For income-eligible customers seeking the lowest-cost option, the Lifeline Pilot subsidy will reduce the out-of-pocket cost of 100/20 Mbps broadband service to zero. This represents a significant improvement over the status quo, because Charter's current low-income offering, Spectrum Internet Assist, is \$25 per month for 50/10 Mbps.<sup>12</sup> By offering both 100/20 Mbps and 500/20 Mbps service tiers for eligible low-income customers, the Agreement provides income-eligible consumers with a choice between a no-cost broadband plan after application of the Lifeline Pilot subsidy to meet minimum broadband standard and the option to pay more for an affordable, higher-speed option. This approach provides low-income customers with a range of bandwidth needs with access to affordable and

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<sup>2</sup> CforAT Opening Comments, at 10.

<sup>10</sup> The Federal Communications Commission's (FCC) current broadband benchmark is 100/20 Mbps.

<sup>11</sup> Agreement at paragraph 4.

<sup>12</sup> Exh. Cal Adv-02, *Direct Testimony of Christopher Bartulo on Impacts to ESJ Communities*, Table 2 at 12.

effective broadband service, while preserving the opportunity for eligible customers to obtain broadband service exceeding the FCC's current 100/20 benchmark.

**B. The Agreement complements, rather than replaces, future low-income broadband policy.**

Some parties' opening comments include concerns regarding the Agreement's provisions addressing a "substantially similar successor program"<sup>13</sup> following expiration of the LifeLine Pilot, which will expire in 2029, prior to the end of the five-year term of the affordability and low-income broadband service offerings in the Agreement. TURN expresses concerns that those provisions may be overly restrictive and could limit the design of future broadband affordability programs.<sup>14</sup> CforAT similarly expresses concern regarding the availability and pricing of the low-income broadband service offerings after expiration of the LifeLine Pilot.<sup>15</sup>

These concerns overstate the effect of the successor program provisions in the Agreement. The Agreement does not restrict the Commission or Legislature's authority to extend the LifeLine Pilot, establish future broadband affordability programs, modify eligibility criteria, adjust subsidy levels, or adopt appropriate administrative and anti-fraud measures in any way. Rather, the successor-program provisions establish objective criteria for determining whether a future program remains sufficiently comparable to the eligibility requirements of the LifeLine Pilot to support continuation of the specific affordability commitments negotiated in the Agreement. The successor program provisions do nothing more than provide administrative certainty regarding Charter's obligations under the Agreement, while preserving the Commission's and Legislature's flexibility to design future broadband affordability programs in the public interest. These provisions are not intended to resolve every broadband affordability challenge permanently. Rather, the Agreement provides immediate and enforceable affordability

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<sup>13</sup> Agreement at paragraphs 2, 3, 7, 10.

<sup>14</sup> TURN Opening Comments, at 9-12.

<sup>15</sup> CforAT Opening Comments, at 11.

protections while broader low-income broadband policy continues to evolve. Cal Advocates will continue to evaluate the results of the LifeLine Pilot and advocate for long-term affordability solutions informed by the lessons learned during the LifeLine Pilot period.

**C. The Agreement provides reasonable and effective promotional pricing protections.**

TURN contends that the three-year term for the promotional pricing restrictions is insufficient.<sup>16</sup> However, the three-year term provides meaningful consumer protection during the period immediately following the transaction. Cal Advocates' Broadband Competition and Pricing Strategies in California's Urban Markets report (Cal Advocates' Competitive Report) found that overlapping gigabit-capable competition exerts significant downward pressure on promotional pricing.<sup>17</sup> As fiber deployment and network expansion continue to develop throughout California, additional competitive alternatives are expected to emerge in areas currently facing limited competition, which could further lower promotional pricing over time.<sup>18</sup>

TURN and CforAT also argue that the promotional pricing protections contained in the Agreement are inadequate because they contain exceptions and permit promotional pricing differences of up to \$15 per month.<sup>19</sup> These criticisms overlook both the purpose of the promotional pricing restrictions and the evidence in the record that supports the reasonableness of a \$15 cap on variance in promotional pricing.

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<sup>16</sup> TURN Opening Comments, at 3-4.

<sup>17</sup> Exh. Cal Adv-08, *Exhibits to the Direct Testimony of Bixia Ye*, Exhibit D-14 Cal Advocates' Competitive Report at 4: "Across the markets, pricing outcomes are driven primarily by the presence of overlapping gigabit-capable networks, ..."

<sup>18</sup> The Commission is currently considering several proceedings related to broadband deployment, expansion, and competition, including R.24-06-012 (Order Instituting Rulemaking to Consider Changes to the Commission's Carrier of Last Resort Rules), R.20-09-001 (Order Instituting Rulemaking Regarding Broadband Infrastructure Deployment and to Support Service Providers in the State of California), and R.23-02-016 (Order Instituting Rulemaking to Consider Rules to Implement the Broadband Equity, Access, and Deployment Program). These proceedings involve issues related to broadband infrastructure expansion, deployment obligations, and funding mechanisms that may increase the availability of broadband service in California.

<sup>19</sup> TURN Opening Comments, at 14-15. CforAT Opening Comments, at 9, 26-27.

The promotional pricing protections are intended to address Cal Advocates' concerns regarding post-merger Charter's incentives to increase prices while preserving Charter's ability to respond to legitimate competitive conditions. The Agreement does not prohibit Charter from lowering prices in response to competition, new market entry, network upgrades, low-income programs, disaster recovery efforts, or other circumstances that benefit consumers.<sup>20</sup> Rather, the Agreement establishes a framework under which the benefits of lower promotional pricing are shared more broadly throughout Charter's California service territory.

The Agreement establishes default statewide promotional pricing caps for new residential broadband customers, with promotional prices set at \$70 for 1000/35 Mbps, \$50 for 500/20 Mbps, and \$30 for 100/20 Mbps services.<sup>21</sup> CforAT argues that the specific exceptions to the promotional pricing restrictions render the protections meaningless by stating that the "loopholes and exceptions" to the Agreement's promotional pricing protections make it difficult to come up with a scenario in which the promotional pricing commitment would apply.<sup>22</sup> This characterization is incorrect. The promotional pricing commitment applies to Charter's default statewide promotional pricing for new residential broadband customers.<sup>23</sup> The exceptions identified by CforAT are designed to provide additional consumer benefits (e.g., lower pricing) or preserve Charter's ability to respond to competitive market conditions, rather than to permit higher promotional prices.<sup>24</sup>

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<sup>20</sup> Agreement at paragraph 14.

<sup>21</sup> Agreement at paragraph 14.

<sup>22</sup> CforAT Opening Comments, at 26-27.

<sup>23</sup> Agreement at paragraph 14.

<sup>24</sup> Agreement at paragraph 14: "14. Charter commits that in the Combined Company Service Area, for a period of three years from the close of the Transaction, new residential customer promotions<sup>10</sup> will be non-discriminatory statewide and will be set at monthly rates of \$70 for 1000/35 Mbps, \$50 for 500/20 Mbps, and \$30 for 100/20 Mbps, **with the following lower-priced exceptions...**" (emphasis added)

The exceptions do not permit Charter to maintain statewide promotional prices that exceed the promotional prices in competitive areas by more than \$15 per month.<sup>25</sup> For example, Cal Advocates' Competitive Report found that Charter's promotional price for 1000/35 Mbps service was \$40 in locations with overlapping gigabit capable providers, while Charter's statewide promotional price was \$70.<sup>26</sup> Under the Agreement, if Charter offers a \$40 promotional price in response to competition for more than 30 days, Charter must reduce its statewide promotional pricing from \$70 to no more than \$55 to ensure that the difference does not exceed \$15 per month. Based on pricing differentials observed in Cal Advocates' Competitive Report, these protections could generate monthly savings of approximately \$15 for gigabit customers in Charter's service area and approximately \$35 for gigabit customers in Cox's service area.<sup>27</sup> The competitor-response exception preserves Charter's ability to compete and respond to market conditions, while ensuring that the benefits of lower promotional pricing are shared more broadly throughout Charter's service territory in California.

TURN contends that allowing a \$15 promotional pricing difference is insufficient,<sup>28</sup> and CforAT contends that this term would allow Charter to continue engaging in discriminatory pricing.<sup>29</sup> However, Cal Advocates' Competitive Report found that promotional pricing disparities range from approximately \$15 to \$40 per

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<sup>25</sup> Agreement at paragraph 14: "Promotions in response to competitor pricing and offers, new competitor entry or expansion, competitor network upgrades, and the near-term expected entry, expansion or upgrade of a competitor may be set below the statewide promotional price. **Once Charter establishes such a lower promotional price under this exception that is offered for more than 30 days, it should adjust the statewide promotional price as necessary to ensure that the difference between the statewide promotional price and the lower promotional price does not exceed \$15 per month** or, in the case of an offer of free service, 20% of the customer's expected annual service revenue." (emphasis added)

<sup>26</sup> Exh. Cal Adv-08, *Exhibits to the Direct Testimony of Bixia Ye*, Exhibit D-14 Cal Advocates' Competitive Report, Appendix B, at 8. In locations where Charter faced overlapping gigabit-capable competition from both two fiber providers, Frontier and Ting, with network overlap rates of approximately 80% and 56%, respectively, Charter's promotional price for 1 Gbps download speed service was \$40 per month.

<sup>27</sup> Cal Advocates Opening Brief, at 9.

<sup>28</sup> TURN Opening Comments, at 15.

<sup>29</sup> CforAT Opening Comments, at 27.

month.<sup>30</sup> The Agreement limits those disparities to no more than \$15 per month, thereby reducing observed promotional pricing disparities to the lowest end of the range identified in the record. The appropriate question is not whether the Agreement eliminates all promotional pricing differences, but whether it materially reduces observed disparities while preserving competition. The Agreement accomplishes both objectives.

CforAT also argues that competitive areas are generally wealthier communities while less competitive areas are generally lower-income communities and communities of color.<sup>31</sup> Cal Advocates' Competitive Report does not include a finding that income level is a determination of competitive conditions and does not identify a systematic relationship between household income and the presence of overlapping gigabit-capable providers.<sup>32</sup> The Agreement addresses promotional pricing disparities based on competitive conditions rather than demographic characteristics. The New California LifeLine Service Tiers and promotional pricing protections will directly benefit low-income customers and Environmental and Social Justice (ESJ) communities by providing affordable access to a range of broadband offerings. These terms will advance the Commission's goal of "[e]nsur[ing] implementation of new investments that offer ESJ communities' access to essential communications services at affordable rates."<sup>33</sup> Charter must also spend \$300,000 annually in California to advertise the New California LifeLine Service Tiers and the Standalone Non-LifeLine Service Tier, which will advertise to low-income and ESJ communities the availability of these new offerings.<sup>34</sup>

Finally, TURN expresses concern regarding the application of the promotional pricing protections to bundled services and voice services.<sup>35</sup> The Agreement focuses on

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<sup>30</sup> Exh. Cal Adv-08, *Exhibits to the Direct Testimony of Bixia Ye*, Exhibit D-14 Cal Advocates' Competitive Report at 4.

<sup>31</sup> CforAT Opening Comments, at 27.

<sup>32</sup> Exh. Cal Adv-08, *Exhibits to the Direct Testimony of Bixia Ye*, Exhibit D-14 Cal Advocates' Competitive Report at 16.

<sup>33</sup> *Environmental & Social Justice Action Plan*, Version 2.0, April 7, 2022 at 24.

<sup>34</sup> Agreement at paragraph 12.

<sup>35</sup> TURN Opening Comments, at 14.

broadband and voice services, particularly broadband services, because broadband competition and broadband pricing were the primary subjects of Cal Advocates' analysis. Bundled services may include products and pricing elements beyond the scope of the competitive concerns identified in Cal Advocates' testimonies and therefore were not included within the promotional pricing protections in the Agreement.

**D. There is no deadline in the agreement that would require justification pursuant to Rule 12.1(c).**

TURN asserts that the Agreement contains an "implicit or explicit" deadline for Commission approval.<sup>36</sup> Cal Advocates respectfully disagrees with this interpretation, because the plain language of the agreement does not establish a deadline for Commission approval as contemplated by Rule 12.1(c).

The Agreement expressly and repeatedly "acknowledge[s] that the Commission will determine the appropriate date for a final Commission decision," which confirms that the Agreement does not impose a deadline for Commission action.<sup>37</sup> To the contrary, the Agreement unambiguously confirms the Commission's prerogative to determine the appropriate date for a final decision, which is the opposite of a deadline. TURN's comments quote a partial excerpt of the Agreement which may create a mistaken impression that the Agreement contains a "deadline for Commission approval" on August 13, 2026.<sup>38</sup> The Agreement contains no such deadline. Instead, the Agreement creates an obligation for the signatories to "work in good faith to facilitate" a Commission decision at the August voting meeting, and to "continue to work in good faith to facilitate a prompt final Commission decision" if a final decision is not adopted on that date.<sup>39</sup> This agreement between the parties to the Agreement does not create any obligation or deadline that binds the Commission. The Agreement expressly contemplates the possibility that the Agreement will not be adopted at the August voting

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<sup>36</sup> TURN Opening Comments, at 6.

<sup>37</sup> Agreement at preamble, paragraph 25.

<sup>38</sup> TURN Opening Comments, at 6.

<sup>39</sup> Agreement at preamble, paragraph 25.

meeting and includes contingencies for ongoing obligations after that date passes. An agreement for the parties to employ good faith efforts to obtain Commission approval of the Agreement on a timeline to be determined by the Commission, including after the August voting meeting, does not constitute a deadline as contemplated by Rule 12.1(c).

**E. The Agreement does not Mischaracterize CforAT’s participation in the proceeding.**

CforAT requests that the Commission reject the entire Agreement in part because CforAT argues that the Agreement mischaracterizes CforAT’s participation and intentions in the proceeding.<sup>40</sup> The specific language that CforAT objects to is included in the Agreement’s non-binding recitals, which use general terms to summarize the background of the proceeding and have no practical or legal effect on the settling or non-settling parties. The recitals state that multiple intervenors, including Cal Advocates, TURN, CforAT and Media Alliance, “disputed the public interest benefits of the Transfer and the Transaction and intervened in Proceeding A.25-07-016 as a means to resolve those disputes.”<sup>41</sup> While the Agreement’s high-level summary does not include the specific proposed outcome sought by each of the intervenors, rejection of the entire settlement or portions thereof on these grounds would be unprecedented and unwarranted.

The language identified by CforAT is simply an accurate and neutral description of the position CforAT advanced in its protest.<sup>42</sup> CforAT’s preferred terminology, i.e., that CforAT intervened so that it could “recommend that the Commission deny the

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<sup>40</sup> CforAT Opening Comments at 5.

<sup>41</sup> Agreement at page 2.

<sup>42</sup> “Joint Commenters conclude that the Joint Applicants have not adequately demonstrated the claimed public interest benefits of the proposed transaction beyond undetailed assertions. The Commission needs more information to adequately assess the impact of this transaction on the public interest and California consumers. Therefore, the Commission should either deny the Application without prejudice so that Joint Applicants can refile with additional information or order Joint Applicants to file a sufficiently detailed amended application.” *Protest of The Utility Reform Network and Center for Accessible Technology of the Joint Application*, filed September 5, 2025, at 1. CforAT’s description of its motives in the proceeding are reasonably consistent with the language of the recitals that is identified as a purported mischaracterization.

proposed transaction,”<sup>43</sup> while more detailed, is consistent with the straightforward meaning CforAT’s disputed language: that intervenors (including Cal Advocates) disputed the public benefits of the transaction and intervened to address these concerns. While CforAT would have preferred the use of different language in the Agreement, CforAT does not explain why the disputed language would prejudice CforAT.<sup>44</sup> The description is reasonable and cannot fairly be described as a material mischaracterization.

CforAT’s comments cite no authority to justify its request.<sup>45</sup> Rejection of the Agreement over this issue is unwarranted because the identified language in the preamble merely provides context for the Agreement and is not binding on CforAT or prejudicial to its position in this proceeding. The Commission should not reject the entire Agreement, or any portion thereof, due to a disagreement over semantics of non-operative language in the recitals of the Agreement.

**F. The record is sufficient to support a Commission decision, and there are no disputed material facts that would warrant an additional evidentiary hearing.**

Cal Advocates respectfully opposes requests for additional evidentiary hearings.<sup>46</sup> This proceeding included multiple rounds of sworn testimony that comprehensively established a factual record, and four days of evidentiary hearings wherein this testimony was thoroughly evaluated.<sup>47</sup> Parties at the evidentiary hearing had the opportunity to request cross-examination of all fact witnesses who submitted testimony in this proceeding. The combination of testimony and cross-examination created a robust

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<sup>43</sup> CforAT Opening Comments at 5.

<sup>44</sup> It would have been easy to adjust the language of the recitals of the Agreement before filing if the issue had been raised at or around the 12(b)(1) All-Party Conference that occurred on April 29, 2026. Cal Advocates did not receive any request to modify the recitals prior to the filing of the Agreement.

<sup>45</sup> CforAT does not cite to any prior Commission decisions or other legal authority in support of its sweeping request to reject the entire settlement or strike portions thereof on the stated grounds. *See* CforAT at 4-5. Cal Advocates was likewise unable to identify any authority that would support such a sweeping request for relief.

<sup>46</sup> CforAT Opening Comments at 2-3, 29.

<sup>47</sup> Evidentiary Hearing (Virtual) Transcript, Vol.5 - April 20, 2026, pages 423-591, Vol. 6 – April 21, 2026, pages 592-780, Vol 7 – April 22, 2026, pages 781-913, Vol. 8 – April 23, 2026, pages 914-1057.

evidentiary record for the ALJ and Commissioners to use as a factual basis their decision in this proceeding. The question of whether to hold additional evidentiary hearings depends on whether there is sufficient information in the record to enable the Commission to determine whether to grant an Application.<sup>48</sup> In this case, there is sufficient information in the record for the Commission to determine that the granting of the Application and adoption of the Agreement in its Final Decision satisfies the requirements of Section 854.<sup>49</sup> No additional evidentiary hearings are required.

The Commission may forego evidentiary hearings on settlements when there are only questions of law and policy and no material contested issues of fact,<sup>50</sup> as is the case in this proceeding. The disputed facts that CforAT identifies in its Opening Comments do not consist of contested factual issues, but rather policy arguments based on the existing evidentiary record that must be addressed in briefing and comments on the settlements. For example, CforAT's proposed first disputed fact question, "whether the settlement terms are ambiguous," cannot properly be viewed as a material question of fact that could be answered literally or definitively in the positive or negative through additional testimony or cross examination of any particular witness. Instead, this question is a matter of textual interpretation for the Commission to decide based on policy argument from the parties.<sup>51</sup> The parties may argue their position on this policy question through analysis submitted in briefing and comments, and CforAT has already done extensively.<sup>52</sup>

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<sup>48</sup> *Assigned Commissioner's Ruling Denying Motions for Hearings and Determining the Applicability of Section 854 to the Proposed Transaction*, issued on September 19, 2005, in A.05-05-2020 at 33 (noting that many issues of fact had been conflated with issues of policy, and further holding that even if there were existing factual disputes, "[t]he mere existence of disputed facts does not require that evidentiary hearings be held," because the Commission may decide these on its own).

<sup>49</sup> D.00-05-023, *Opinion*, at 14, 31; issued May 4, 2000, in A.99-08-013 (determining that hearings were not necessary to decide whether the Application complied with §§ 852, 854.)

<sup>50</sup> Commission Rules of Practice and Procedure, Rule 12.3.

<sup>51</sup> Commission decisions have held that legal interpretation of documents is "primarily a legal and not a factual question." *See e.g.*, D.00-04-029, *Opinion*, at 17-18; issued on April 6, 2000, in C.98-11-027.

<sup>52</sup> *See, e.g.*, CforAT Opening Comments at 7, 9, 17, 24-27, arguing that the Agreement contains ambiguous terms.

Similarly, CforAT’s second alleged disputed fact question, “[w]hether the settlement terms will actually result in the promised benefits,” can only be answered by predicting events that may occur in the future based on the existing evidentiary record and interpretation of the Agreement. This is not a question of fact that could be answered by the testimony or cross-examination of any witness, because no witness for Charter or any intervenor can attest to personal knowledge as to whether a future event will or will not occur. Instead, parties may urge the Commission to adopt their positions on this policy question by submitting comments and briefing based on interpretation of the existing factual record and the Agreement. CforAT has already advanced its position on this question extensively in its Opening Comments.<sup>53</sup> Ordering additional testimony and cross-examination will not result in any more definitive answers to this question than currently exist based on the record, leaving the parties and Commission in the same place they are now.

The remaining alleged issues of disputed fact that have been identified in justification of hearings appear to similarly constitute policy questions that have been conflated with questions of fact.<sup>54</sup> All parties have had ample opportunity to provide argument answering these questions in briefing and comments, and there has been no demonstration that additional hearings are necessary to identify disputed questions of fact.<sup>55</sup> The current record is sufficient for the Commission to base its decision on, and no further evidentiary hearings are required. For these reasons, Cal Advocates respectfully opposes the ordering of additional hearings.

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<sup>53</sup> See, e.g., CforAT Opening Comments at 7-10, 12, 18-20, 26-30, arguing that the Agreement will not create meaningful public benefits.

<sup>54</sup> See alleged disputed facts in CforAT Opening Comments at 2-3.

<sup>55</sup> CforAT explicitly declined to use reply briefing as a vehicle to make certain policy arguments that it could have advanced, noting in its jointly filed reply brief that it would make these arguments in reply comments on the settlements. See Joint Advocates Reply Brief, at 1. This waiver of an opportunity to submit policy arguments on the Agreement and Application in response to opening briefs undermines a request for additional evidentiary hearings that appears to consist of policy questions that could have been addressed through reply briefing.

### III. CONCLUSION

The Agreement is reasonable in light of the whole record, consistent with California law, and provides numerous benefits that advance the public interest. As described above, the Agreement provides meaningful, enforceable, and transaction-specific consumer protections, including affordable broadband service offerings for low-income customers and promotional pricing protections designed to mitigate potential post-merger pricing concerns. These terms satisfy the applicable statutory requirements and ensure that the application will be in the public interest if the Agreement is adopted in the final Commission decision. The objections to the Agreement raised in opening comments do not justify rejection of the agreement or identify any contested issues of material fact that remain in light of the fulsome existing record. The Agreement also preserves the Commission's and Legislature's flexibility to develop future broadband affordability policies while providing immediate benefits to California consumers. Cal Advocates respectfully requests that the Commission adopt the Agreement as a condition of approving the Application in this proceeding.

Respectfully submitted,

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