

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



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

Application 25-07-016

**REPLY COMMENTS OF CALIFORNIA EMERGING TECHNOLOGY FUND**  
**ON SETTLEMENT AGREEMENTS**

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## Summary of CETF Reply Comments on Settlement Agreements

The California Emerging Technology Fund (“CETF”) submits Reply Comments supporting Commission approval of both the CETF-Charter Public Benefits Settlement Agreement and the Charter-Cal Advocates Settlement Agreement in the Charter/Cox transfer-of-control proceeding. The proper legal standard is Rule 12.1(d), under which the Commission reviews whether a settlement, viewed as a whole and in light of the full record, is reasonable, consistent with law, and in the public interest. Proper settlement review does not require every Intervenor’s preferred condition to be adopted, nor does it permit Non-Settling Parties to relitigate the entire merger case through comments on the settlements or new evidentiary hearings on the settlements.

Originally CETF did not support or oppose the transaction because Charter’s application lacked sufficient public benefits. Through testimony by Sunne Wright McPeak and Rigo Hernandez, CETF identified deficiencies relating to infrastructure deployment, affordable broadband offers, digital inclusion, public safety, call center practices, Environmental and Social Justice (“ESJ”) impacts, Tribal engagement, and supplier diversity. After months of negotiations, CETF contends its and Cal Advocate’s settlements transformed the transaction by securing concrete, measurable, and enforceable commitments that directly respond to the issues that were litigated.

Charter commits to \$275 million in network upgrades in its California service area to deliver 1 gigabit symmetrical broadband speeds, secured by an \$8.25 million performance bond. CETF’s agreement also includes a “BEAD backstop” under which, if California’s BEAD infrastructure proposal is denied or reduced, Charter would seek federal, state, or local grant funding for approximately 5,000 unserved or underserved locations in Charter territory. CETF characterizes these infrastructure provisions as concrete, substantial, and measurable public benefits that were absent from the original Commission Application.

On affordability, CETF identifies the new \$20 per month at speeds of 100 Mbps. download and 20 Mbps upload California Affordable Internet Offer as one of the key settlement benefits, particularly because new *and existing* customers may access it without Charter’s prior 30-day disconnect requirement. Charter is participating in the California Home Broadband Pilot already; CETF’s Agreement encourages Charter to continue to participate in a substantially similar program to avoid abrupt loss of affordable service options for consumers.

Another public benefit achieved by CETF is new Charter call center reforms requiring all of its California call center agents to be trained on all affordable offers, to better identify affordable-offer eligibility, and provide information without delay to customers interested in the affordable offers. This is this a practical operational reform that directly responds to the what CETF found to be a barrier to obtaining Spectrum affordable offers.

CETF defends the \$30 million Digital Inclusion commitment of Charter to CETF. The funding is especially important given the cancellation of California's federal Digital Equity Act funding of \$70.2 million. Since 2007, CETF has deep statewide experience partnering with CBOs, local governments, Regional Broadband Consortia, Metropolitan Planning Organizations, and many other stakeholders, and has delivered results.

In response to Center for Accessible Technology's ("CforAT") criticism that the CETF Digital Equity Ecosystem approach to optimize results is rigid and inadequate for people with disabilities, CETF provides a Declaration of Kat Zigmont, CETF Senior Vice President, which states that CETF has funded more than \$3.3 million in grants to organizations serving people with disabilities, including to CforAT itself, World Institute on Disability ("WID"), California Foundation for Independent Living Centers ("CFILC"), and others. Ms. Zigmont testifies that CETF is flexible in allowing and encouraging community-based organization ("CBO") grantee partners to use innovation approaches to achieve outcomes that are set targets to achieve agreed-upon outcomes, which are the priorities of the State of California Broadband For All Initiative and the Digital Equity Plan. She states from 15 years as a WID senior executive that CETF works with CBO partners to tailor the implementation to be relevant to serve rural, minority, non-English speaking, seniors, and people with disabilities.

CETF defends the provisions of the CETF Agreement that requires Charter to provide free commercial service to 50 public Wi-Fi anchor institutions in the Charter Cox territory, GO 156 supplier diversity commitments, \$5 million small-business loan fund, \$2 million VetConnect expansion, and ongoing stakeholder and Tribal consultation provisions as additive ESJ and public-interest benefits.

CETF argues that additional onerous and unnecessary conditions proposed by TURN, CforAT, and Joint Advocates are policy preferences of Non-Settling Parties, not proof that the settlements fail Rule 12.1(d). Both settlements are reasonable, lawful and in the public interest presenting many more public benefits than detriments.

Finally, CETF strongly opposes CforAT's request for settlement evidentiary hearings, arguing that the alleged disputed facts have been in the record since CETF's Opening Testimony, and are merely disagreements with the negotiated compromise pursued in good faith consistent with the Assigned Commissioner's directive to reach agreement. CETF respectfully requests that the Commission approve both the CETF and Cal Advocates Settlement Agreements, make them enforceable Commission conditions, retain post-approval enforcement jurisdiction, and act in time for the transaction to close before the Hart-Scott-Rodino clearance expires in mid-September 2026.

**BEFORE THE PUBLIC UTILITIES COMMISSION**

**OF THE STATE OF CALIFORNIA**

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

Application 25-07-016

**REPLY COMMENTS OF CALIFORNIA EMERGING TECHNOLOGY FUND  
ON SETTLEMENT AGREEMENTS**

Pursuant to Rule 12.2 of the California Public Utilities Commission’s Rules of Practice and Procedure (“RPP”), the California Emerging Technology Fund (“CETF”) hereby timely submits its Reply Comments on comments involving the settlement agreements that are contained in the following motions: (1) the “Joint Motion of Charter Communications, Inc. and California Emerging Technology Fund for Adoption of Settlement Agreement, filed on May 1, 2026, and (2) the “Joint Motion of Charter and Public Advocates Office for Adoption of Settlement Agreement,” filed on May 1, 2026. The first Motion has appended to it the Public Benefits Settlement Agreement between Charter Communications, Inc. (“Charter”) and CETF (“CETF Agreement”), which is a comprehensive settlement agreement resolving all CETF’s disputed issues in the matter. The second Motion has appended to it the Settlement Agreement between the Public Advocates Office of the Public Utilities Commission (“Cal Advocates”) and Charter (“Cal Advocates Agreement”) resolving affordable offer issues. CETF may refer to both settlement agreements as “Settlement Agreements” herein, and to Charter, Cal Advocates and CETF as “Settling Parties.” CETF will use the phrase “Non-Settling Parties” to refer to the parties who did not settle with Charter, including but not limited to The Utility Reform Network (“TURN”), Center for Accessible Technology (“CforAT”), The Media Alliance, the California Alliance for Digital Equity (“CADE”), Fresno Coalition for Digital Inclusion (“FCDI”), Digital Equity of Los Angeles (“DELA”) and East Bay Broadband Consortia (“EBBC”).

CETF is responding the following comments on these settlements: (1) “Opening Comments of the Utility Reform Network on the Joint Motion of Charter Communications, Inc

and California Emerging Technology Fund for Adoption of Settlement Agreement,” filed on June 1, 2026 (“TURN Comments”); (2) “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,” filed on June 1, 2026 (“CforAT Comments”); and (3) “Joint Opening Comments on Charter Settlement Agreements with the California Emerging Technology Fund & the Public Advocates Office,” filed June 1, 2026 by the California Alliance For Digital Equity (“CADE”), Fresno Coalition for Digital Inclusion (“FDCI”), East Bay Broadband Consortium (“EBBC”), Media Alliance, and Digital Equity Los Angeles (“DELA”), (“Joint Advocates Comments”). The parties who filed these settlement opening comments may be referred to herein as “Non-Settling Parties”.

## **I. Background**

CETF’s primary witness, Sunne Wright McPeak, has recounted CETF’s 12-year history intervening in six communications company consolidation proceedings to request “appropriate, fair and comparable” public benefits relating to three major subject areas -- Infrastructure, Affordable Offers, and Digital Inclusion -- on behalf of broadband consumers. CETF has successfully entered into settlement agreements with communications providers and partnering with them in good faith efforts to bring broadband infrastructure to more locations, to provide affordable Internet offers, and to voluntarily fund Digital Inclusion programs run by CETF and its Community-Based Organization (“CBO”) partners throughout the state to benefit broadband consumers that are “on the wrong side of the Digital Divide.” The consumers that receive these public benefits are very broad, and include rural, low-income, urban poor, people with disabilities, Tribal nations, and other disadvantaged populations. CETF reports its financials, programs, grants to third parties, and program results to the CPUC pursuant to AB1338 Annual Reports which are public and provided to the Legislature. CETF bears all its own costs of participation in these proceedings.

CETF intervened in this proceeding in October 31, 2026, and its motion for party status was granted on November 17, 2025. Initially, CETF did not oppose nor support the transfer of control. However, Ms. McPeak testified that the original Charter Application lacked sufficient public benefits, the transaction should not be approved absent enforceable conditions, the

Commission should apply a robust Public Utilities Code §854 public-interest analysis, and Charter should provide public benefits “appropriate, fair and comparable” to prior telecommunications transfers of control. CETF recommended that any approval should be conditioned on significant enforceable broadband deployment, affordability, digital inclusion, and public safety obligations.

Ms. McPeak testified that the merger application lacked sufficient infrastructure commitments and asked the Commission to require Charter to: (1) Upgrade all unserved and underserved locations in Charter and Cox service territories to at least 100 Mbps. download / 20 Mbps. upload broadband speeds; (2) Focus on rural and remote communities, Tribal areas, high-poverty urban neighborhoods, and publicly subsidized housing; (3) Complete deployment obligations within a defined period; and (4) Consult annually with local stakeholders, specifically Regional Broadband Consortia (“RBCs”), Metropolitan Planning Organizations (“MPOs”), and Tribal leaders to prioritize projects. She emphasized that approximately 5,000 unserved or underserved locations still remained in Charter territory, and there should be a “backstop” process should federal Broadband Equity Access and Deployment grant funds not be granted to serve these locations.<sup>1</sup>

On affordability, Ms. McPeak testified that consistent with past telecom transfers, the Commission should require Charter to:

- Offer affordable broadband plans at 100/20 broadband speeds for at least 5–10 years.
- Participate in the Commission’s Lifeline Broadband Pilot and successor programs.
- Expand affordable offerings into Cox service areas.
- Eliminate Charter’s requirement that existing customers disconnect service for 30 days before qualifying for low-income plans.

Ms. McPeak further recommended that Charter invest at least \$41 million in CETF’s “Digital Equity Ecosystem” programs. She proposed funding for digital literacy training, digital navigators, community-based organization outreach, multilingual enrollment support, low-cost devices, public awareness campaigns, tech support, enrollment call centers, grants to RBCs and

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<sup>1</sup> As of June 16, 2026, NTIA has still not provided final approval of the California BEAD Infrastructure proposals. <https://www.ntia.gov/funding-programs/internet-all/broadband-equity-access-and-deployment-bead-program/progress-dashboard>

MPOs, and the California “Green Technology Initiative,” a California program to expand electronic device refurbishing to bring more low cost devices to low-income households who complete a digital literacy course.

On public safety, Ms. McPeak’s testimony requests that the Commission evaluate and potentially require improved public Wi-Fi access during emergencies, better network redundancy and resiliency, enhanced battery backup systems, emergency preparedness planning, and support for evacuation centers and disaster response communications. On ESJ concerns, Ms. McPeak testified that broadband deployment and adoption ties directly to the CPUC’s ESJ Action Plan. CETF requested that the Commission require investments benefiting low-income communities, communities of color, Tribal communities, and disadvantaged communities lacking reliable broadband access.

In addition, CETF filed Opening Testimony and Reply Testimony of a Get Connected Call Center Manager Rigo Hernandez on issues relating to Charter’s call center practices when receiving calls from low-income consumers interested in affordable service plans. The testimony of Mr. Hernandez provides that even when callers to Spectrum<sup>2</sup> articulated limited needs and affordability constraints, Charter’s sales agents first presented higher revenue service plans and bundled plans over existing lower-cost plans, and there were a pattern and practice of upselling customers.<sup>3</sup>

After a number of months of arm’s length negotiations (joining in with Cal Advocates in three-way settlement conversations in the last month), CETF and Charter reached a comprehensive settlement agreement that resolved all of CETF’s issues in the proceeding on the afternoon of the Friday, April 17<sup>th</sup>, preceding the four-day evidentiary hearing which began on Monday, April 20, 2026. On that afternoon April 17, 2026, Charter immediately provided notice to all other Non-Settling Parties of the two Settlement Agreements, duly held a Rule 12.1(b) settlement conference on April 29, 2026 to brief any other Non-Settling Party on the Settlement Agreements, and then filed the two Settlement Agreements on May 1, 2026.

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<sup>2</sup> “Spectrum” is the DBA used by Charter for marketing.

<sup>3</sup> Exhibit 83, Opening Testimony of Rigo Hernandez (CETF-13) (“Hernandez Opening Testimony”), at 3.

## II. Settlement Standard of Review is Rule 12.1(d)

The standard of review for settlements is clear. Under Rule 12.1(d), “The Commission will not approve settlement, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest.”<sup>4</sup> This standard is grounded in Public Utilities Code Section 854, which governs mergers, acquisitions and transfers of control involving public utilities, including communications companies. In the context of settlement agreements, the Commission applies its discretion to determine whether the agreement is reasonable, consistent with the law, and in the public interest. For example, in Utility Consumers Action Network v. Public Utilities Com’n, 120 Cal. App. 4<sup>th</sup> 644 (2004), the court upheld the Commission’s approval of a settlement agreement, emphasizing that the Commission’s decisions are presumed valid and that settlements must reflect a reasonable compromise of the issues at hand. The Court stated it was not its role to second guess the judgment of the Commission on settlement matters.

The Commission has evaluated settlements as far back as 1988. The Commission has said that, “In assessing settlements we consider individual settlement provisions but, in light of strong public policy favoring settlements, we do not base our conclusion on whether any single provision is the optimal result. Rather, we determine whether the settlement *as a whole* produces a just and reasonable outcome.”<sup>5</sup> In the recent Verizon / Frontier Decision No. (“D.”) 26-01-023, the Commission used this settlement standard to decide that the Cal Advocates and CETF settlement agreements therein were reasonable in light of the whole record, consistent with the law, and in the public interest.<sup>6</sup> This recent precedent should be applied here.

Thus, Rule 12.1(d) does not require a settlement to satisfy the preferred conditions of every intervenor, or to resolve every broad industry policy issue.<sup>7</sup> The Commission asks

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<sup>4</sup> Rule 12.1 cites PU Code Section 1701 as the source of its authority.

<sup>5</sup> Appl. of Pac. Gas & Elec. Co. (U 39-M) for Authorization, Among Other Things, to Increase Rates & Charges for Elec. & Gas Serv. Effective on Jan. 1, 2007. Order Instituting Investigation on the Comm’n’s Own Motion into the Rates, Operations, Prac., Servs., & Facilities of Pac. Gas & Elec. Co. (U 39-M) (2007) D.07-11-018, at Section 4.6 (emphasis added).

<sup>6</sup> D.26-01-023, January 20, 2026, at Section 11.2.

<sup>7</sup> Broad policy issues should be resolved in industry wide rulemaking proceedings, such as in the Quality of Service rulemaking in Rulemaking No. (“R.”) 22-03-016 or the Broadband Equity Access and Deployment rulemaking docket R.23-02-016.

whether the settlement, viewed with the entire evidentiary record, is reasonable, lawful and in the public interest. Here, the settlement transformed CETF’s initial concern about the transfer into support by securing concrete, enforceable commitments that are “fair, appropriate and comparable” on the exact issues CETF litigated in its Opening and Reply Testimonies: infrastructure, affordability, Call Center practices, Digital Inclusion, public WiFi for public safety, ESJ benefits, Tribal engagement, and General 156 supplier diversity and enforcement. In summary, the settlements create a scenario that is materially better than the initial Application, and would be enforceable Commission conditions if the settlement agreements are adopted by the Commission. Further the settlements provide incremental, merger-related public benefits sufficient under Rule 12.1(d) and Section 854 for approval.

CETF took to heart the direction of the Assigned Commissioner’s Office, which advocated for full or partial settlements at the Prehearing Conference: “In that vein, settlements can often be an efficient way to determine what is just and reasonable for rates. Even limited settlements and stipulations can also limit the number of contested issues. As such, our office encourages the parties to look for any common ground; and we will work with Judge Ormond to dispose of any settlements in an efficient manner.”<sup>8</sup>

### **III. The CETF Settlement is Concrete, Enforceable and not a “Settlement in Principle;” the Settlement is Reasonable in Light of the Whole Record**

Under Rule 12.1(d), settlements should be reviewed as a whole, and requests by Non-Settling Parties for more information or more onerous conditions do not create material factual disputes that warrant an evidentiary hearing. For example, TURN’s Comments expressly ask the Commission to reject or rewrite the CETF Agreement and impose additional conditions on many subjects, including affordability, LifeLine, Digital Inclusion, deployment, WiFi, Tribal consultation, supplier diversity, the VetConnect donation, and public safety. CforAT and Joint Advocates make similar demands. Essentially, Non-Settling Parties seek a litigated wish list, not a Rule 12.1(d) settlement review.

Rule 12.2 comments are supposed to identify specific settlement provisions that fail Rule 12.1(d); they are not to reopen broader merger conditions already discussed in the Opening

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<sup>8</sup> Transcript at 4, Prehearing Conference of October 3, 2025, Statement by Advisor Stephen Neal, of Office of Assigned Commissioner Matthew Baker.

Briefs and Reply Briefs. Non-Settling Parties remain free to advocate their positions on the Transaction's approval, but their disagreement with the negotiated compromise does not make the settlement unlawful, unreasonable, or contrary to the public interest.

The CETF and Cal Advocates Settlement Agreements are reasonable in light of the entire record. Initially, CETF listed many areas where it asserted public benefits were absent in the initial Application: Infrastructure commitments; Affordable Offers; Digital Inclusion and broadband adoption commitments, Public Access to broadband (which enhances Public Safety). Later, CETF joined other intervenors in disapproval when Charter provided its Letter to the Federal Communications Commission Chairman Carr disavowing most of its Diversity, Equity and Inclusion programs.

Arguments by Non-Settling Parties that the CETF and Cal Advocates settlements are merely "settlements in principle," broad, ambiguous, duplicative, and lacking functional enforcement or penalties are not sustainable.<sup>9</sup> Joint Advocates argues the settlements need more mandatory metrics, longer term affordable offer commitments, more and direct investment in alternate community organizations other than CETF, more transparency and accountability, and more independent monitor authority.<sup>10</sup> CETF urges the Commission to ignore these specious arguments for the reasons set forth below.

*CETF's Public Benefit Agreement contains concrete, specific, and measurable settlement benefits to benefit a wide range of consumers.* The CETF Charter Agreement is without question full of concrete commitments by Charter and CETF that are much more than aspirational language. Charter's commitments include defined dollar amounts, agreed upon uses of the funding, the time periods for new affordable offers, specific reporting on Charter and CETF commitments, annual meetings, milestone tracking, an independent compliance monitor, and a performance bond. The commitments include:

- \$275 million in network upgrades in Charter's service area;
- \$8.25 million performance bond to secure the network upgrade;
- \$30 million for Digital Inclusion to CETF for defined programs;
- \$1.5 million in marketing and outreach of affordable offers;
- Funding 50 public WiFi/community access points for five years;
- \$5 million small business loan fund; and
- \$2 million VetConnect expansion in California.

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<sup>9</sup> TURN Comments, at 5-6, 6-8, 20, 25-26; CforAT Comments at 1-3, 7, 9, 11-13, 24-26.

<sup>10</sup> Joint Advocates Comments, at 1-3, 7-11, 24-25,

In addition, Charter has committed to annual meetings with CETF and its partners (e.g. Regional Broadband Consortia (“RBCs,”), Metropolitan Planning Organizations (“MPOs”), and Community-Based Organizations (“CBOs”)), milestone tracking, annual reporting, and independent compliance reporting. CETF’s Opening Brief identifies these commitments as “substantial, measurable and enforceable obligations.” There is nothing “ambiguous,” “aspirational” or a “settlement only in principle” as alleged by the Non-Settling Parties.

CETF urges the Commission not to allow Non-Settling Parties to relitigate the commitments obtained by CETF and Cal Advocates after months of negotiations. Further, all of the \$30 million in the Digital Inclusion Public Benefits commitment to CETF except for half of the \$2.5 million (or \$1.25 million) will be dedicated to implementation by CBOs, RBCs-MPOs, the City of San Diego, statewide non-profit organizations to perform outreach to Medi-Cal and CalFresh recipients, and less than \$2 million for promotion of public awareness in community and ethnic media channels. This is a huge infusion of investment and support for other Digital Inclusion organizations, particularly in Charter Cox service territories.

#### **A. Affordability, LifeLine and Call Center Reform**

TURN argues the CETF Agreement makes only the new California Affordable Internet Service Tier (“CAIST”) (and not the existing Spectrum Internet Assist (“SIA”) plan) immediately available to existing Charter customers, and thus is flawed.<sup>11</sup> CforAT argues the low-income affordable offer’s terms are confusing, contradictory and insufficient to ensure affordability.<sup>12</sup> Joint Advocates seek stronger affordability projections, including longer term commitments and additional consumer protections.<sup>13</sup>

CETF urges the Commission to recognize the new \$20/month 100/20 Mbps. speed CAIST affordable offer as one of the most significant wins in the CETF Agreement. Together CETF, its CBO partners, and Charter will promote this superior affordable offer for five years. First, all customers – new and existing -- will have the CAIST affordable offer available to them, without the current 30-day requirement to disconnect to get the SIA affordable offer from Charter. The SIA plan rate is \$25 a month, \$5 more than the new CAIST plan; SIA only offers

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<sup>11</sup> TURN Comments, at 6.

<sup>12</sup> CforAT Comments, 7-11.

<sup>13</sup> Joint Advocates Comments, at 7-11.

speeds of 50 Mbps. download and 20 Mbps upload, which are subpar speeds below the FCC broadband speed of 100/20. TURN's complaint that the SIA offer will remain the same should not detract from the clearly superior CAIST offer. CAIST will be promoted by Charter, CETF and its CBO partners due to broader eligibility, broadband level speeds, availability to new and existing customers, no early termination fee, and no contract.

Further, the CETF and Cal Advocates Agreements also brings a new \$50/month at 500 Mbps. download and 20 Mbps. speed upload affordable offer obtained by Cal Advocates. The fact that Non-Settling Parties prefer more aggressive affordability terms does not negate the concrete benefits obtained by CETF and Cal Advocates in both of the new affordable offers contained in the CETF and Cal Advocates Agreement.

CforAT argues that the Cox low-income plan continuity provision is too vague to count as a public benefit.<sup>14</sup> This is nonsense. This provision from the CETF Agreement gives Cox consumers choices: they may wish to stay on their existing affordable plan because they are too busy to do the paperwork to switch to any Charter affordable plan. This preserves consumer choice for however long the Cox consumer prefers the existing Cox plan.

On Charter's commitment to participate in a successor program to the California Home Broadband Pilot Program ("Pilot"), TURN argues that Charter's California LifeLine participation is limited, marketing details are inadequate, and the successor program definition is inadequate, therefore this is not a public benefit.<sup>15</sup> CforAT similarly questions whether the LifeLine and non-LifeLine affordability commitments will meaningfully increase affordability.<sup>16</sup> The view of CETF is that Charter's voluntary participation in the Pilot is commendable, and the successor/backstop language in the CETF settlement is meaningful because it provides program continuity for consumers if the Pilot ends or is replaced by the Commission. CETF reminds the Commission that when the federal Affordable Connectivity Program ("ACP") ran out of funds during the COVID-19 pandemic, the abrupt end of the ACP was very difficult for low-income consumers who had to seek and qualify for a new low cost plan quickly. CETF and Charter are well aware that the Pilot is just that – a Pilot of limited time duration. Our intent was to provide

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<sup>14</sup> CforAT Comments, at 13.

<sup>15</sup> TURN Comments, at 8-12.

<sup>16</sup> CforAT Comments, at 2-3.

the possibility of a glide path for consumers on the Pilot should it end and consumers need an alternative. This laudable work should not be deemed a public detriment.

TURN argued that the CETF Settlement's call center training language is vague and does not address all problematic sales agent practices.<sup>17</sup> CETF took the initiative to bring this call center issue that impacts low-income consumers to the proceeding. CETF provides both Opening Testimony and Rebuttal Testimony from a Get Connected Call Center Manager, Rigo Hernandez. Mr. Hernandez identified specific concerning issues for low-income consumers. He explained how it impacted low-income consumers who desire an affordable offer but find it difficult to obtain it when calling in to a Spectrum Call Center. CETF litigated this issue, discovery ensued, and CETF was very gratified when Charter agreed to the call center reforms in the CETF Agreement. This was a significant concession by Charter as to what it considers its internal business practices. Under the CETF Agreement, new training materials on all Charter affordable offers in California will be prepared under the Charter commitment for all their agents' review. All California Spectrum call center agents will be trained to identify affordable offer eligibility, treat those who request an affordable plan professionally, and will provide information on affordable offers without delay. In sum, the CETF Settlement Agreement as creating a practical operational reform where none existed before. This is a concrete and measurable public benefit for consumers desiring low income offers from Charter.

### **B. Digital Inclusion Funding; Criticism of Digital Equity Ecosystem Approach**

TURN has challenged Charter \$30 million investment in CETF's Digital Inclusion programs. While it says CETF's goals are laudable, TURN notes the complexity of the Digital Divide and opines that no single organization is able to bridge it, even in sub regions of California.<sup>18</sup> CforAT argues that the CETF funding will not significantly advance digital inclusion, particularly for people with disabilities and communities of color.<sup>19</sup>

First, it is obvious that a *\$30 million* voluntary commitment for Digital Inclusion from Charter is a specific, substantial, and concrete commitment to California consumers. CETF identifies this \$30 million voluntary commitment to Digital Inclusion programs as one of the

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<sup>17</sup> TURN Comments, at 6-8.

<sup>18</sup> TURN Comments, at 13.

<sup>19</sup> CforAT Comments, at 18-23.

main public benefits of the CETF Agreement. This level of donation is comparable to other corporate consolidations that CETF has been involved in before this Commission.<sup>20</sup> This generous contribution will fund important Digital Inclusion programs in the State as set forth in detail in the CETF Agreement and as described in Witness McPeak’s Opening Testimony and exhibits on the Digital Equity Ecosystem.<sup>21</sup>

Second, with the cancellation of \$70.2 million for California from the Infrastructure Investment and Jobs Act (“IIJA”) Digital Equity Act funding by the current Federal Administration, the \$30 million provides a much needed boost to California for its Digital Inclusion programs by CETF, a statewide organization.<sup>22</sup>

Third, CETF work is inclusive, statewide, and thorough. CETF has been a national leader in its Digital Divide work. Since 2007, CETF has methodically worked across the state with dozens of CBOs, state agencies, municipalities, counties, RBCs, MPOs, local broadband advocates, and others to focus attention on broadband infrastructure needs, affordable offers and funding Digital Inclusion programs. The proof is in the pudding. California’s broadband adoption rate is at 91% penetration according to the 2023 Statewide Digital Equity Survey, which is very respectable given our State’s large size and diversity. The work is not done, however, and this is why CETF continues its important work as the only statewide Digital Divide nonprofit organization.

CforAT attacks CETF’s model as restrictive and insufficiently tailored for the special needs of people with disabilities (“PWD”). CforAT claims erroneously “there is substantial evidence that CETF’s inflexible model and monopoly status as a grant maker in this space are passing over CBOs and community members who could benefit from a different digital inclusion

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<sup>20</sup> Exhibit 67, CETF Analysis of “Fair, Appropriate and Comparable”; Exhibit 68, CETF Chart of Prior Settlements at the CPUC (corporate communications consolidations).

<sup>21</sup> See Exhibit 56, Opening Testimony of Sunne Wright McPeak; Exhibit 64, Exhibit on Digital Equity Ecosystem.

<sup>22</sup> CETF notes that it obtained a \$40 million grant from Verizon for Digital Inclusion programs, which is funding much of CETF’s operational costs in the timeframe of the Charter 5-year agreement. If this CETF Charter Agreement is approved, CETF will be able to apply the majority of the \$30 million to the needs of California’s Digital Inclusion programs. CETF operates two offices, one in Northern California and one in Southern California, with staff in both offices.

model.”<sup>23</sup> CforAT provides the Declaration of CforAT Executive Director Lisa Stringer to that end.<sup>24</sup>

First, the Opening Testimony of CETF’s President and CEO Sunne Wright McPeak contained substantial information explaining CETF’s Digital Ecosystem in great detail.<sup>25</sup> In its Rebuttal Testimony, CforAT failed to provide any rebuttal to this Digital Ecosystem or provide a single shred of evidence about the efficacy of CETF’s model or alleged CBOs or community members who could benefit from a different model. Thus, CforAT’s allegation that there is “substantial evidence” is false.

Second, the provision of a Declaration of a new witness to rebut material from CETF’s Opening Testimony is untimely. The time for CforAT to provide this Declaration from Ms. Stringer was in its Rebuttal Testimony. The Declaration of Ms. Stringer should be stricken or disregarded as a result.

Third, it is obvious that CforAT is attempting to manufacture a factual issue to bolster its unwarranted request for an evidentiary hearing on the CETF and Cal Advocates Settlement Agreements. There is no reason for an evidentiary hearing on any issue that has been in the record since Opening Testimony, and CforAT failed to pursue in a timely manner.

Should the Declaration of Ms. Stringer remain in the record, in an abundance of caution, CETF provides **Attachment A** which is the Declaration of Kat Zigmont, CETF’s Senior Vice President, in rebuttal. Ms. Zigmont has lived a disability experience, and came to CETF last year after 15 years working in senior leadership at the World Disability Institute (“WID”), including as Chief Operating Officer. In her declaration, Ms. Zigmont explains that CETF has provided over \$3.3 million in grants to six organizations that serve people with disabilities, since its work began in 2007. These organizations include CforAT itself (two grants of \$445,000 and \$595,955), WID (two grants for \$380,000, \$535,000), California Foundation for Independent Living Centers (“CFILC”) (grants for \$430,000, \$92,250, \$50,000 and \$50,000), CSU Foundation for Strategies for Assistive Technology (\$750,000); and Independent Living Center of Kern County (\$5,000).

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<sup>23</sup> CforAT Comments, at 22.

<sup>24</sup> CforAT Comments, at 20-23; Declaration of Lisa Stringer, at 1-7.

<sup>25</sup> Exhibit 56, Opening Testimony of Sunne Wright McPeak; Exhibit 64, Exhibit on Digital Equity Ecosystem.

Ms. Zigmont respectfully disagrees with Ms. Stringer's characterization of CETF as imposing a rigid "one size fits all" model. Based on Ms. Zigmont's experience while working at WID for 15 years on digital inclusion with funds from the CETF grant, and her recent work at CETF since July 2025, she disagreed that there is a required single curriculum by CETF that is rigid. She testifies that CETF has consistently worked through partnerships with CBOs across the state, and has adapted programs to address the needs of many diverse populations, including seniors, low income, rural, limited English speaking households and PWD.

Ms. Zigmont emphasizes that it is essential for claims about accessibility and digital inclusion by backed by data and other evidence showing actual outcomes and benefits for PWD. She notes that CETF's Witness McPeak already provided data in the evidentiary record in her Opening Testimony from the 2023 Statewide Digital Equity Survey demonstrating how CETF's efforts have positively impacted PWD in terms of outcomes.<sup>26</sup> In the record, PWD have increased their adoption of Internet from 59% in 2014 to 91% in 2023. The latter figure of 91% is generally consistent with the statewide average. Also in the evidentiary record is detailed information about CETF competency framework based on national digital literacy standards.<sup>27</sup> CforAT failed to timely counter any of this Opening Testimony in its Rebuttal Testimony.

For Digital Inclusion, Joint Advocates seek more direct investment in local CBOs and community institutions. This statement suggests that the Commission should make a major change to the CETF Agreement to take away the \$30 million Digital Inclusion grant from CETF, and instead place it elsewhere for distribution to other "local CBOs and community institutions" which are unnamed by Joint Advocates.<sup>28</sup> This extreme request goes well beyond typical review by the Commission of a settlement agreement, and is unwarranted by the evidence in the record about CETF's track record and achievements as the only statewide Digital Inclusion nonprofit organization.

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<sup>26</sup> Exhibit 56, Opening Testimony of Sunne Wright McPeak; Exhibit 64, Exhibit on Digital Equity Ecosystem.

<sup>27</sup> Exhibit 64, Digital Equity Ecosystem, at CETF000116-CETF000117, filed in Opening Testimony of Ms. McPeak.

<sup>28</sup> Joint Advocates Comments, at 2-3.

### **C. Infrastructure, Performance Bond Amount, and BEAD Backstop**

TURN argues that the \$275 million infrastructure upgrade commitment to bring every Charter customer 1 gigabit symmetrical speeds is weaker than the New York PSC condition and that the \$8.25 performance bond is not a meaningful inducement to perform the upgrade.<sup>29</sup> CforAT speculates that the network upgrade was not merger specific and thus may not be a merger benefit. CforAT also notes the infrastructure commitment excludes Cox territory and the \$8.25 million bond is too low to be meaningful.<sup>30</sup>

The CETF Agreement is the only one that achieved an infrastructure commitment by Charter. In the original Charter Cox Application, there were no infrastructure upgrades. Because of the CETF Agreement, all of Charter's customers will be upgraded without cost to 1 gigabit symmetrical speeds, which is ten times the current FCC minimum broadband speed of 100 Mbps. download and 20 Mbps. upload, and a step towards future proofing the Charter network for the next 5-10 years. This infrastructure commitment in the CETF Agreement is a concrete, measurable, and specific commitment. It should not be discounted because it does not include legacy Cox areas. Along with the affordable offers, CETF sees this as one of the most significant public benefits for the state.

The \$8.25 million performance bond is adequate to secure the commitment and will be released once Charter achieves milestones. It represents 3% of the \$275 million total build and is a significant amount of money to secure the commitment. CETF also has asked this Commission to enforce the settlement agreement should Charter fail to keep its promises. Should there be an enforcement issue, CETF would file with this Commission to enforce the agreement.

The Commission should ignore idle speculation by CforAT that the network upgrade was not merger specific. There is no factual evidence in the record that lends an iota of credence to this theory.

Similarly, CETF does not find TURN's point that the infrastructure commitment is "weaker" than the New York PSC commitment is in any way persuasive. The Charter

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<sup>29</sup> TURN Comments, at 14-18.

<sup>30</sup> CforAT Comments, at 23-24.

commitment to California is nearly triple the Charter commitment to New York, and is binding rather than discretionary<sup>31</sup>.

TURN argues that the Broadband Equity and Access Deployment (“BEAD”) infrastructure deployment commitments are highly conditional and unlikely to result in much deployment.<sup>32</sup> CforAT makes similar arguments.<sup>33</sup> CETF welcomes the opportunity to explain the BEAD backstop provision in the CETF Agreement. First, out of 46 states and territories, California is one of the last two states still waiting for its \$1.86 billion share of BEAD funding from NTIA from the IJJA broadband infrastructure program.<sup>34</sup> This BEAD funding will help bring broadband service to the remaining unserved locations in California, which include about 5,000 locations in the Charter territory. In the evidentiary hearing, TURN’s cross examination made the point that some of the rural areas of Charter and Cox territory will receive satellite broadband service, not wireline broadband infrastructure, under the revised Benefit of the Bargain BEAD program rules. TURN makes the point that satellite broadband is not as resilient or reliable as wireline services such as fiber or cable broadband.<sup>35</sup>

To explain, in the event the California BEAD infrastructure proposal is denied or reduced, CETF asked Charter to commit it would apply for federal, state or local grants to serve those 5,000 locations. Charter agreed to do so. CETF sought the BEAD backstop provision because, should the BEAD infrastructure grant to California not be approved by the NTIA, CETF wanted to ensure these 5,000 locations received infrastructure service in the near term, e.g. three years. Thus, this provision is a “backstop” to the potential BEAD grant, not a primary deployment mechanism.

TURN nitpicks at the conditions associated with the BEAD backstop, however, CETF finds them to be reasonable given our substantial experience in infrastructure grants. One condition requires a Charter “match” not to exceed \$3,000 per funded location, which is a reasonable

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<sup>31</sup> The infrastructure commitment in the NY PSC decision on the Charter Cox transfer of control is for \$100 million over three years to upgrade to 1 gigabit symmetrical speeds. NY PSC decision in Case 25-M-0466, Ordering Paragraph 16. CETF obtained a \$275 million infrastructure commitment over three years.

<sup>32</sup> TURN Comments, at 20-23.

<sup>33</sup> CforAT Comments, at 24-25.

<sup>34</sup> As of June 16, 2026, NTIA has still not provided final approval of the California BEAD Infrastructure proposals. <https://www.ntia.gov/funding-programs/internet-all/broadband-equity-access-and-deployment-bead-program/progress-dashboard>

<sup>35</sup> Transcript, April 21, 2026, at 669-671.

number. Another condition does not require Charter to apply for a grant for any middle mile infrastructure, which is typical for a cable broadband company that has a settled service area. Another does not require Charter to apply for a grant program which has any compulsory access requirements for third parties such as open access. Cable companies typical do not enter into open access agreements with third parties. Grant programs usually require open access only for middle mile portions of the infrastructure project, not last mile projects. Finally, some grant programs require a voluntary affordable offer which wins more points in the assessment of the grant application. Charter wished to only obtain grants where the program would be satisfied with the affordable offers contained in the CETF and Charter Settlements for the five year term. This is reasonable. Thus, CETF urges the Commission to not disturb the negotiated BEAD Backstop provision which was carefully negotiated between Charter and CETF and does not violate any laws or policy.

#### **D. Public WiFi Access Points, Public Safety and Disaster Resiliency Response**

TURN argues that the CETF Agreement on public WiFi deployment at 50 anchor institutions requires additional safeguards to avoid misunderstandings by recipient CBOs. This is a very minor point not warranting Commission changes. TURN's criticism does not tarnish a concrete, measurable and enforceable commitment of Charter to help increase public access to free WiFi by supporting the cost of free commercial service to 50 public WiFi anchor institutions such as schools, libraries, and community centers in the proposed Charter and Cox service area.

The background of this new WiFi commitment is that in 2015, Charter and CETF agreed that Charter would provide free service to 75 CBOs in the Charter – Time Warner – Bright House service areas. Overall, CETF was pleased with the public WiFi program from 2015 and wishes to continue it on a slightly smaller scale. The new commitment in the CETF Agreement provides free access to residents to the Internet, enhances public safety, and is a clear benefit for low-income, unhoused, or evacuees needed free access. CETF urges the Commission to reject sheer speculation from TURN that Charter will manipulate the recipient organizations. In the five years CETF worked with Charter after the 2015 merger case, CETF assisted in vetting and choosing the recipient organizations with Charter, and will do so again.

TURN further criticizes the provision in the CETF Agreement about the City of San Diego public WiFi arrangement.<sup>36</sup> This provision of the CETF Agreement ensures that the City of San Diego has an opportunity to have its commercial agreement with Cox for its “SD Access 4 All” public WiFi network reviewed by Charter to avoid any abrupt changes in service providers.<sup>37</sup> CETF was happy to facilitate the conversation between the City and Charter for the good of the public WiFi network hosted by the City.

TURN also argues that the CETF settlement agreement does not improve public safety.<sup>38</sup> CETF disagrees. The \$275 million in network upgrades, and the 50 public WiFi access points are both public safety benefits, as they greatly improve connectivity to residents which enhances the ability to call for help in an emergency.

Joint Advocates complain that the settlements are silent on disaster resiliency and cite alleged Charter issues relating to billing and equipment return harms during wildfires.<sup>39</sup> CETF’s Agreement did not reach this issue which arose only when certain Joint Advocates intervened late in the proceeding. A settlement, however, need not address every conceivable issue to be reasonable. Joint Advocates could have intervened earlier and fully participated in the hearing to press this issue.

#### **E. Environmental & Social Justice, Supplier Diversity, Workforce**

CforAT argues that CETF’s Agreement on Diversity, Equity and Inclusion (“DEI”) and supplier diversity commitments are not consistent with the law, are trivial and do not reduce harms to diverse employees, contractors, or communities.<sup>40</sup> CforAT fails to cite what law or regulation is violated by the CETF Agreement, however. TURN argues Charter’s commitments on small business outreach lack measurable goals.<sup>41</sup> Joint Advocates makes the point that

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<sup>36</sup> TURN Comments, at 18-20.

<sup>37</sup> Mayor Todd Gloria has submitted a Letter of Support to the Assigned Commissioner on June 1, 2026, supporting the approval of the Charter Cox transaction, given the CETF Agreement and the benefits that will flow to the City as a result. These benefits include the discussion as to City’s public WiFi network, the \$30 million in Digital Inclusion programs, the affordable low cost plan, and Charter provision of free service to 50 WiFi public access anchor institutions.

<sup>38</sup> TURN Comments, at 26-27.

<sup>39</sup> Joint Advocates Comments, at 3-7.

<sup>40</sup> CforAT Comments, at 14-18.

<sup>41</sup> TURN Comments, at 25-26.

California has not relinquished its commitment to DEI and broadband equity, a sentiment CETF agrees with as a matter of state law and policy.<sup>42</sup>

CETF is fully committed to California’s commitment to Inclusion, Diversity and Equity, as manifested in General Order 156 and Public Utilities Code 9290.2. These same principles have been embedded in the DNA of CETF since its inception as an organization. It is because of this deep IDE commitment that CETF stepped forward in the recent Verizon Frontier proceeding to encourage Verizon to put its General Order 156 commitments into the CETF Verizon settlement agreement.<sup>43</sup> Similarly, CETF worked with Charter in this proceeding to urge it to place its General Order 156 and other workforce commitments into the CETF Charter Settlement Agreement, so they are on the record and enforceable as conditions. CETF has no illusions that the CETF Agreement will solve all the DEI concerns of the Non-Settling Parties. However, the CETF Agreement does contain meaningful, California-specific commitments within the Commission’s authority. These include Charter complying with GO 156 reporting, participating in the Annual Supplier Diversity En Banc with a senior official, community workforce engagement, and a \$5 million Spectrum Community Development Investment Loan fund for Community Development Financial Institution (“CDFIs”) serving predominantly ESJ communities. These are additive benefits to other benefits CETF achieved for Social Justice communities, which include the affordable offers, \$30 million in Digital Inclusion programs, 50 public access WiFi hotspots, \$275 million in infrastructure commitments, and Tribal and Community engagement by Charter.

Last minute intervenor National Institute for Worker’s Rights (“NIWR”) support both settlements, and fails to raise any specific section of the settlement it opposes. Thus, under Rule 12.2, other extraneous proposals by NIWR in its filing should not be considered.<sup>44</sup>

## **F. Stakeholder Engagement and Tribal Consultations**

TURN argues that Charter’s promised consultations with CETF, RBCs, MPOs and separate consultations with CETF and CBOs lack transparency and should be reported to the

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<sup>42</sup> Joint Advocates Comments, at 26.

<sup>43</sup> This settlement agreement was approved by the Commission in D.26-01-023.

<sup>44</sup> Reply Comments of National Institute of Workers ‘Rights, or in the Alternative, Late Filed Opening Comments on the Joint Motion of Charter and PAO for Adoption of Settlement Agreement and Joint Motion of Charter and CETF for Adoption of Settlement, dated June 11, 2026.

Commission. TURN further argues that the Tribal consultation provisions are not very robust and will not actually benefit Tribes.<sup>45</sup> First, CETF always engages on at least an annual basis with its partner in a major settlement agreement such as this one. The required meetings in the CETF Agreement always assists in exchange of data and promoting meaningful conversation between the company and local stakeholders such as the RBC or MPO leadership, municipal leaders, and broadband advocates. The local stakeholders provide input on priority projects and receive information about the Company's infrastructure plans. Trust is built with these conversations and they help facilitate an exchange of information between the company and local stakeholders.

Likewise in its work on affordable offers, CETF obtains and discusses annually the results of the affordable offer with the broadband provider and provides feedback and suggestions from CETF and its CBO partners on how to improve the uptake from the targeted community of the offers. This ongoing dialogue is important and builds trust and a sense of partnership. CETF urges the Commission not to upset the Settlement by ordering extra conditions or reporting requirements when none are needed.

### **G. Joint Advocates Propose a Multitude of Additional Commitments**

Joint Advocates propose additional commitments in six categories: Disaster Resiliency, Broadband Affordability, Statewide Pooled Fund, PEG channels, Job Creation, and Brick and Mortar P presence.<sup>46</sup> CETF feels confident that both the CETF and Cal Advocates Agreements brought concrete and measurable public benefits to the State, particularly in the areas of Infrastructure, Affordable Offers, Digital Inclusion, and Public Safety. CETF does not support placing any funds for Digital Inclusion in a Statewide Pooled Fund, as this is unwarranted and will eat up additional administrative costs. On the other items, CETF appreciates the suggestions of the Joint Advocates, but these proposed additional transaction conditions are not proof that the CETF and Cal Advocates Agreements fails Rule 12.1 (d). Again, the settlement review issue is whether the negotiated CETF and Cal Advocates settlement agreements is reasonable, lawful and in the public interest. As shown above, both Settlement Agreements are reasonable, lawful and in the public interest.

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<sup>45</sup> TURN Comments, at 23-25.

<sup>46</sup> Joint Advocates Comments, at 2-3.

## **H. No Evidentiary Hearing is Necessary or Required.**

CforAT identifies numerous alleged disputed facts and asks for evidentiary hearings.<sup>47</sup> CETF strongly opposes CforAT's request for evidentiary hearings on either the CETF or Cal Advocates Settlement Agreements. As set forth above, CforAT missed the boat to challenge the issues relating to CETF's Digital Equity Ecosystem in its Opening Testimony. Further, CforAT's allegations that CETF's work is not successful as to PWD are shown to be false based on 2023 Statewide Digital Equity Survey data showing broadband adoption by PWD to be on par with the statewide average, no doubt greatly achieved with over \$3.3 million of CETF investment in organizations serving PWD since CETF's inception. CforAT's alleged "disputed facts" in fact are not genuine contested issues of material fact; they are merely policy disagreements or objections to the negotiated compromise. CforAT's disagreement with settlement terms of a preference for different or more onerous conditions is not a contested factual issue; it is a legal and policy argument for Rule 12.2 comments. The parties submitted substantial testimony, discovery, and four days of cross examination in this case. Ordering a settlement hearing is unnecessary and would cause delay in bringing the benefits of the settlement agreements to consumers. As a result, CETF urges the Commission not to grant any evidentiary hearings on the CETF or Cal Advocates Settlement Agreement.

WHEREFORE, CETF respectfully requests that the Commission approve the CETF–Charter Public Benefits Settlement Agreement and the Cal Advocates–Charter Settlement Agreement as part of the ordering paragraph of any decision, and allow all settlement agreements be enforceable at the Commission, with the Commission retaining post-approval enforcement jurisdiction over any memorandum of understandings or settlement agreements, as it has in the past in other communication consolidations. CETF urges a Commission decision at the Commission's August 13, 2026 voting meeting in order for the Joint Applicants to be able to close the proposed transaction before their Hart-Scott-Rodino clearance expires on September 15, 2026.

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<sup>47</sup> CforAT Comments, at 3.

Respectfully submitted,

*/s/ Sunne Wright McPeak*

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June 16, 2026

**ATTACHMENT A**  
**DECLARATION OF KAT ZIGMONT**  
**CETF SENIOR VICE PRESIDENT**