

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 Telecom, LLC (U-5684-C)

Application 25-07-016
(Filed July 30, 2025)

REPLY COMMENTS OF THE UTILITY REFORM NETWORK ON THE JOINT MOTION OF CHARTER AND PUBLIC ADVOCATES OFFICE FOR ADOPTION OF SETTLEMENT AGREEMENT AND THE JOINT MOTION OF CHARTER COMMUNICATIONS, INC. AND CALIFORNIA EMERGING TECHNOLOGY FUND FOR ADOPTION OF SETTLEMENT AGREEMENT



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I. INTRODUCTION

Pursuant to Rule 12.2 of the Commission’s Rules of Practice and Procedure,¹ The Utility Reform Network (TURN) timely files these reply comments on the May 1, 2026, Joint Motion of Charter and Public Advocates Office for Adoption of Settlement Agreement (Settlement) and the Joint Motion of Charter and California Emerging Technology Fund (CETF) for Adoption of Settlement Agreement (MOU). TURN continues to oppose the Settlement and MOU unless the Commission amends them to be in the public interest. Here, TURN responds to select portions of opening comments on the Settlement and MOU filed by the Center for Accessible Technology (CforAT) and California Alliance for Digital Equity, Fresno Coalition for Digital Inclusion, East Bay Broadband Consortium, Media Alliance, and Digital Equity Los Angeles (collectively, Joint Advocates), and the National Institute for Workers’ Rights (NIWR). Regardless of whether the Commission adopts the Settlement and/or the MOU, TURN recommends the Commission adopt additional conditions and mitigation measures to prevent harms stemming from the proposed transaction, such those as recommended in non-settling intervenors’ opening comments and briefs.

II. DISCUSSION

A. **All opening comments agree that the Settlement and MOU are insufficient to address the harms of the proposed transaction.**

In their comments, TURN, CforAT, Joint Advocates, and NIWR each state that, as-is, the terms of the Settlement and MOU are inadequate to protect the public interest and prevent the

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

proposed transaction from causing harm.² This degree of consensus is telling and indicates the Commission should review the settlements carefully and be prepared to impose additional conditions on the proposed transaction.

1. Both TURN and CforAT identify vague language that undermines the efficacy of the MOU.

In their opening comments, both TURN and CforAT analyze the language of various portions of the MOU and come to the same conclusion: the MOU has ambiguities, missing details, and language that fails to require Charter to take minimum or meaningful actions. These details drastically decrease the potential of the MOU to result in public interest benefits.³ For example, CforAT discusses how “a number of ‘commitments’” do not require Charter to take meaningful action around advertising, public WiFi, and infrastructure deployment.⁴ TURN discusses how language in provisions related to revised Charter employee training material, marketing of low-income service offerings, and stakeholder consultation weaken the impact of those provisions.⁵ These comments underscore the global weakness of the MOU and highlight the need for additional conditions on the issues the MOU purports to resolve.

² Joint Opening Comments on Charter Settlement Agreements with CETF & the Public Advocates Office (filed June 1, 2026) at 2-3 (Joint Advocates Opening Comments); Opening Comments of TURN on the Joint Motion of Charter Communications, Inc. and CETF for Adoption of Settlement Agreement (filed June 1, 2026) at 2 (TURN MOU Opening Comments); Opening Comments of TURN on the Joint Motion of Charter and Public Advocates Office for Adoption of Settlement Agreement (filed June 1, 2026) at 2; CforAT’s Comments on Joint Motion of Charter and Public Advocates Office for Adoption of Settlement Agreement and Joint Motion of Charter Communications, Inc. and CETF for Adoption of Settlement Agreement (filed June 1, 2026) at 1-2; Reply Comments of NIWR or in the Alternative Late-Filed Opening Comments, on the Joint Motion of Charter and Public Advocates Office for Adoption of Settlement Agreement and Joint Motion of Charter Communications, Inc. and CETF for Adoption of Settlement Agreement (filed June 11, 2026) at 2, 4.

³ See Opening Brief of Center for Accessible Technology, California Alliance for Digital Equity, Digital Equity Lost Angeles, East Bay Broadband Consortium, and Fresno Coalition for Digital Inclusion (filed May 22, 2026) at 47.

⁴ CforAT Opening Comments at 13, 25.

⁵ TURN Opening Comments at 7, 9-10, 23.

2. TURN and CforAT agree that the Settlement will not resolve issues with Charter’s promotional pricing.

TURN and CforAT each discuss the provisions of the Settlement that attempt to place limits on Charter’s use of promotional pricing for its broadband pricing.⁶ Both TURN and CforAT note the broadness of the exceptions to these pricing limits, particularly the exceptions around promotions in response to competition. TURN has presented evidence of Charter’s discriminatory promotional pricing practices in this proceeding,⁷ and TURN and CforAT both conclude that the nature of the exceptions is inadequate to solve this problem.⁸ This consensus underscores the need for the Commission to impose additional conditions to adequately curtail Charter’s pricing practices, such as those TURN has recommended.⁹

3. TURN, CforAT, Joint Advocates, and NIWR each recognize that the settlements are inadequate to address the harms of Charter’s discontinuance of its diversity, equity, and inclusion policies.

TURN’s, CforAT’s, and Joint Advocates’, and NIWR’s comments each recognize the broad range of harms that Charter’s elimination of its diversity, equity, and inclusion (DEI) policies will cause.¹⁰ Each discusses the MOU’s attempt to address these harms and comes to the conclusion that it does not do enough. (The Settlement entirely neglects this issue.) The MOU is limited to addressing impacts on supplier—not employee—diversity¹¹, and CforAT aptly describes those provisions as “as a figleaf over [Charter’s] actions.”¹² CforAT also correctly notes that Charter’s “commitments” related to supplier diversity are time-limited, while its

⁶ CforAT Opening Comments at 26-27; TURN Settlement Opening Comments at 14.

⁷ See, e.g., Reply Brief of TURN (filed June 5, 2026) at 6-13.

⁸ CforAT Opening Comments at 27; TURN Settlement Opening Comments at 14-15.

⁹ See Reply Brief of TURN at 13-14.

¹⁰ TURN MOU Opening Comments at 25-26; Joint Advocates Opening Comments at 21-22; CforAT Opening Comments at 17-18; NIWR Opening Comments at 3-5. For additional context, see Opening Brief of TURN (filed May 22, 2026) at 36, 40-41.

¹¹ See TURN MOU Opening Comments at 25-26; NIWR Opening Comments at 4-5.

¹² CforAT Opening Comments at 17-18.

agreement with the FCC is not.¹³ The Commission will need to take additional action to protect employee and supplier diversity at post-transaction Charter, just as it did in the Frontier/Verizon transaction.¹⁴

B. Opening commenters recognize the need to fund other digital equity efforts.

TURN, CforAT, and Joint Advocates each discuss the \$30 million Charter will give to CETF under the MOU.¹⁵ While each party analyzes this giving in a unique way or develops the record to underscore specific issues with the award or CETF’s programming,¹⁶ there is a common, underlying thread: CETF is one organization with a specific style of outreach and programming. Each recognizes that closing the digital divide will require the work of other organizations and different styles of outreach and programming—as a solution, Joint Advocates propose the creation of a separate Statewide Pooled Fund that would “invest[] in local digital equity projects and statewide initiatives,” as funding to CETF “does not provide a direct mechanism for distributing merger-related public benefits to the broader digital equity ecosystem.”¹⁷ TURN supports this recommendation as a way to approach the digital divide from additional angles, which makes improvements in digital equity more likely.

¹³ *Id.*

¹⁴ TURN notes that in the Frontier/Verizon transaction, the Commission both approved settlements with DEI provisions and D.26-01-023 at 92-93 (“We agree with CforAT and TURNfind [sic] that additional conditions and enforcement measures are needed to ensure Verizon’s ongoing adherence to the requirements of Pub. Util. Code Sections 8281-8290.2, GO 156, and other relevant provisions of California law Furthermore, the CETF Settlement does not contain any commitments to workforce diversity, which is a pillar of the Commission’s GO 156 program and a casualty of the Verizon-FCC letter.” (emphasis added)).

¹⁵ TURN MOU Opening Comments at 13; Joint Advocates Opening Comments at 13; CforAT Opening Comments at 18-19.

¹⁶ TURN MOU Opening Comments at 13-14; Joint Advocates Opening Comments at 14-15; CforAT Opening Comments at 19-23.

¹⁷ Joint Advocates Opening Comments at 12-13.

C. TURN and Joint Advocates agree that the settlements will not improve public safety.

In their analysis of the settlements, TURN and Joint Advocates conclude that the Settlement and MOU fail to meaningfully address public safety. Joint Advocates discuss the settlements' neglect of disaster resiliency and the treatment of customers affected by disasters.¹⁸ TURN highlights the limitations of the provisions in the MOU intended to address other issues and the fact that the only public safety-related provision in the Settlement is an agreement to table public safety issues Cal Advocates raised for an unknown period of time.¹⁹ The Commission will have to impose additional conditions to prevent harms to public safety, especially since it will not address the regulatory classification of Charter's Spectrum Wireless service in other dockets.²⁰ TURN supports the conditions Joint Advocates recommend, informed by the on-the-ground experiences of wildfire survivors and has made its own public safety recommendations.²¹

¹⁸ Joint Advocates Opening Comments at 3-5.

¹⁹ TURN MOU Opening Comments at 26-27; TURN Settlement Opening Comments at 15-17.

²⁰ Reply Brief of TURN at 34.

²¹ Joint Advocates Opening Comments at 6-7; Opening Brief of TURN at 48-50.

III. CONCLUSION

TURN respectfully recommends that the Commission reject the MOU, propose alternative terms, and impose additional conditions on the proposed transaction, such as those recommended by non-settling intervenors, for the foregoing reasons.

Dated: June 16, 2026

Respectfully submitted,

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