Attachment A

Charter/Cal Advocates Settlement Agreement

Charter / Cal Advocates Settlement Agreement

April 30, 2026

This Settlement Agreement ("Agreement" or "Settlement") is entered into as of April 30, 2026, by and between Charter Communications, Inc. ("Charter") and the Public Advocates Office at the California Public Utilities Commission ("Cal Advocates," and together with Charter, the "Settling Parties") in connection with Application 25-07-016 ("Application" or "A.25-07-016"). The Application was filed by Charter, Charter Communications Holdings, LLC ("Charter Holdings"), Cox Enterprises, Inc. ("CEI"), and Cox California Telcom, LLC ("Cox California") (collectively referred to as "Joint Applicants") for approval pursuant to Public Utilities Code Section 854 of the indirect transfer of control of Cox California (the "Transfer"). Cox California is an indirect subsidiary of Cox Communications, Inc. ("Cox"), and in turn, CEI. The Transfer is part of a larger national transaction announced on May 16, 2025, between Charter, Charter Holdings, and CEI that will result in a combination of Charter and Cox under common ownership (the "Transaction"). After completion of the Transaction, Cox and Cox California will become indirect wholly owned subsidiaries of Charter.

In California, Cox California is authorized under Utility Number U-5684-C to provide (1) statewide interexchange services, and (2) competitive local exchange services within the service territories of AT&T and Frontier pursuant to D.96-09-074. Cox California provides tariffed voice service to residential customers and also provides voice service and a range of telecommunications services to business customers, but does not offer mobile, broadband, or video services. The California Public Utilities Commission (the "Commission" or "CPUC") designated Cox California as an Eligible Telecommunications Carrier ("ETC") in D.13-10-002, and it provides discounted voice service through the California LifeLine program.

RECITALS

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

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

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

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

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

AGREEMENT

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

For purposes of this Agreement, the "Combined Company Service Area" shall mean the combined geographic service area of Charter and Cox and their respective California subsidiaries, where they have wireline infrastructure and provide broadband, video, voice and mobile services today.[1]

The Settling Parties hereby agree as follows:

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

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

[1] The Combined Company Service Area generally corresponds to the wireline network presence under Charter's and Cox's respective Digital Infrastructure and Video Competition Act of 2006 cable franchise authorizations. *See, e.g.,* Commission, *Video Franchises Issued by the CPUC*, https://www.cpuc.ca.gov/regulatory-services/licensing/video-franchising/video-franchises-issued-by-the-cpuc (last visited Apr. 8, 2026).

[2] Charter is an authorized participant in the California LifeLine Broadband Pilot Program (the "LifeLine Pilot") pursuant to Commission approval of advice letters submitted by Charter in February 2026. Specifically, three of Charter's affiliated entities in California each applied independently and were approved to participate in the Pilot within their respective service territories: Time Warner Cable Information Services (California), LLC, pursuant to Pilot Election Advice Letter 98-A; Bright House Networks Information Services (California), LLC, pursuant to Pilot Election Advice Letter 58-A; and Charter FiberLink CA-CCO, LLC, pursuant to Pilot Election Advice Letter 238-A. Following completion of the Transaction, Charter will promptly apply to expand its participation in the LifeLine Pilot to include the Cox Service areas and to obtain authorization to receive LifeLine Pilot subsidies throughout the Combined Company Service Area. Furthermore, to begin receiving subsidies for the New California LifeLine Service Tiers, Charter may also need to update its existing tier two advice letter authorization to receive additional approval. Charter will promptly make all required applications to the CPUC to effectuate the approvals and, provided there is no delay in obtaining such authorizations, Charter will use best efforts to begin offering these services within the prescribed 180 days. Expansion beyond the Charter service areas into the Cox service areas, so as to provide the New California LifeLine Service tiers across the Combined Company Service Area is contingent upon the Commission providing such authorization.

the California LifeLine Broadband Pilot Program[3] (the "LifeLine Pilot"), and otherwise meet the requirements set forth in this Agreement.

2. Eligibility for the LifeLine Pilot is set forth in Commission decision D.25-08-050 (*see* p. 17-18) and includes enrollment in the following programs:

    - Medicaid/Medi-Cal
    - Low Income Home Energy Assistance Program (LIHEAP)
    - Supplemental Security Income (SSI)
    - Federal Public Housing Assistance or Section 8
    - CalFresh, Food Stamps or Supplemental Nutrition Assistance Program (SNAP)
    - Women, Infants and Children Program (WIC)
    - National School Lunch Program (NSL)
    - Temporary Assistance for Needy Families (TANF)
    - California Work Opportunity and Responsibility to Kids (CalWORKs)
    - Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs)
    - Welfare-to-Work (WTW)
    - Greater Avenues for Independence (GAIN)
    - Tribal TANF
    - Bureau of Indian Affairs General Assistance
    - Head Start Income Eligible (Tribal Only)
    - Food Distribution Program on Indian Reservations
    - Federal Veterans and Survivors Pension Benefit Program
    - Income-Based Qualification[4]

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

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

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

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

3. The LifeLine Pilot is currently authorized for three years.[6] If the LifeLine Pilot is not reauthorized for an additional period of time or if a substantially similar successor program is not established by the Commission or otherwise authorized or established under California law during the remaining period of the five-year term, then Charter shall continue to provide the New California LifeLine Service Tiers for the remainder of the five-year term, using best efforts to qualify and enroll customers under the same LifeLine Pilot eligibility standards applicable during the last month of such program, prior to its expiration. For purposes of this Agreement, a "substantially similar successor program" means a California LifeLine program modeled after the LifeLine Pilot that can be used for broadband or for a bundled broadband and voice or mobile service plan that has: 1) the same or more stringent eligibility requirements for qualification, including, but not limited to, the same or fewer low-income qualifying programs or the same or lower annual household income thresholds; 2) the same or a higher subsidy reimbursement for standalone broadband plans (currently $20 per month) and bundled broadband plus voice or mobile service plans (currently $30 per month); and 3) new program requirements that do not impose any greater or more burdensome regulatory or administrative rules with which Charter is required to comply, when reasonably compared to the LifeLine Pilot, taken as a whole.

4. During the five-year term, and as otherwise established in this Agreement, Charter shall provide the following pricing and packaging set forth in this paragraph, which shall constitute the "New California LifeLine Service Tiers." All pricing stated herein

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

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

shall be fixed, for the duration of the five-year term of the New California LifeLine Service Tiers, with the exception of any government-imposed taxes and fees applicable to these services.

a. Standalone 100/20 megabits per second (Mbps) residential home internet access service for $20 per month;

b. Standalone 500/20 Mbps residential home internet access service for $50 per month;

c. Bundled 100/20 Mbps residential home internet access service plus residential wireline voice service for a bundled price of $30 per month with a portion of the price allocated to internet and a portion allocated to voice, in Charter's discretion; and

d. Bundled 500/20 Mbps residential home internet access service plus residential wireline voice service for a bundled price of $50 per month with a portion of the price allocated to internet and a portion allocated to voice, in Charter's discretion.

5. Within 180 days following the close of the Transaction and for the same five-year term that the New California LifeLine Service Tiers are available, Charter will separately establish and maintain a standalone non-LifeLine service tier within the Combined Company Service Area[7] as further defined in this paragraph 5. This new tier shall be referred to herein as the "Standalone Non-LifeLine Service Tier." The Standalone Non-LifeLine Service Tier shall be available to any existing or new Charter residential customer for standalone 100/20 Mbps internet service at a price of $20 per month, plus applicable government-imposed taxes and fees. Eligibility for the Standalone Non-LifeLine Service Tier shall require qualification and annual proof of enrollment in one or more low-income programs for which the account holder applies to Charter and can supply a government issued identification card as proof of eligibility for the following programs: [8]

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[7] As defined in footnote 1, *supra*.

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

- Medicaid/Medi-Cal
- Low Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance or Section 8
- CalFresh, Food Stamps or Supplemental Nutrition Assistance Program (SNAP)
- National School Lunch Program (NSL)
- Women, Infants and Children Program (WIC)
- Temporary Assistance for Needy Families (TANF)
- California Work Opportunity and Responsibility to Kids (CalWORKs)
- Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs)
- Welfare-to-Work (WTW)
- Greater Avenues for Independence (GAIN)
- Tribal TANF
- Bureau of Indian Affairs General Assistance
- Head Start Income Eligible (Tribal Only)
- Food Distribution Program on Indian Reservations
- Federal Veterans and Survivors Pension Benefit Program

6. The New California LifeLine Service Tiers and the Standalone Non-LifeLine Service Tier shall not require any long-term contracts for eligible customers to receive the stated rates, nor will Charter impose any early termination fees on these services for the duration of the five-year term. To receive or continue receiving service under the New California LifeLine Service Tiers or the Standalone Non-LifeLine Service Tier, customers' service must remain actively in use, and they must be in good standing and meet Charter's general terms and conditions of service that are applicable to all customers.

7. Any customer that wants to combine the standalone broadband offerings in the New California LifeLine Service Tiers (e.g., \$20 for 100/20 Mbps or \$50 for 500/20

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

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

8. To take advantage of these New California LifeLine Service Tiers, any existing California LifeLine customer that has a voice or mobile California LifeLine subsidy from another provider – whether that customer is participating in the LifeLine voice and mobile service subsidy program or receiving voice or mobile service through the LifeLine Pilot – must agree to port their voice or mobile service to Charter to qualify for these offerings from Charter.

9. Charter may elect to continue to offer, as it does presently at the time of this Agreement, other tiers of service that may also qualify for the LifeLine Pilot (other than the New California LifeLine Service Tiers) that are approved for Charter's use under the LifeLine Pilot.

10. For any customer subscribing to the 500/20 Mbps standalone or bundled wireline voice offerings that are part of the New California LifeLine Service Tiers, the Settling Parties agree and acknowledge that Charter shall have the right, subject to approval

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

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

11. For a period of at least five years after the closing date of the Transaction, Charter will allow existing Cox customers to maintain any low-income service tier for which the customer was enrolled prior to the close, provided they continue to meet the eligibility requirements for those programs that existed at the time of close, and further provided they remain customers in good standing, and they continue to meet Charter's terms and conditions for service generally applicable to all customers.

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

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

B. Restrictions on Promotional Pricing

14. Charter commits that in the Combined Company Service Area, for a period of three years from the close of the Transaction, new residential customer promotions[10] will be non-discriminatory statewide and will be set at monthly rates of $70 for 1000/35 Mbps, $50 for 500/20 Mbps, and $30 for 100/20 Mbps, with the following lower-priced exceptions:

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

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

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

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

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

C. Public Safety and Resiliency

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

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

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

D. Other Terms and Conditions

17. Settlement Terms: The Settling Parties will adhere to these commitments, and this Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

18. The Settling Parties will file this Settlement Agreement with the Commission pursuant to a motion to find the settlement to be in the public interest, and all Settling Parties will support the motion.

19. This Agreement is the product of settlement negotiations. The Settling Parties agree that the content of these negotiations (including any work papers or documents produced during settlement negotiations which are protected under Rule 12) is confidential; that all offers of settlement are without prejudice to the position of any party or participant presenting such offer or participating in such discussion; and, except to enforce rights related to this Settlement Agreement or defend against claims made under this Settlement Agreement, that they will not use the content of said negotiations in any manner in this or other proceedings involving one or more of the Settling Parties, or otherwise.

20. The terms of this Settlement Agreement will be governed by California law. This Settlement Agreement will be effective upon final approval by the Commission. Should the Transaction not close, despite Commission approval, Settling Parties agree to seek appropriate relief to unwind any commitments set forth in this Settlement Agreement that could survive the failure of the Transaction.

21. The signatories listed below represent that they are authorized on behalf of their principals to enter into this Settlement Agreement.

22. The Settlement Agreement and attachments contain the entire agreement between the Settling Parties hereto with respect to resolution of the issues in the above-captioned docket, subject to the approval of the Commission.

23. No modification, amendment, or waiver of any of the terms or provisions of this Agreement shall bind any of the Settling Parties, unless such modification, amendment or waiver is in writing and has been executed by a duly authorized representative of the Settling Party against whom such modification, amendment, or waiver is sought to be enforced and is approved by the Commission.

24. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

25. The Settling Parties agree to use their best efforts to obtain Commission approval by August 13, 2026. The Settling Parties acknowledge that the Commission will determine the appropriate date for a final Commission decision. If a final Commission decision is not issued on August 13, 2026, the Settling Parties agree to continue to work in good faith to facilitate a prompt final Commission decision. The Settling Parties will request that the Commission approve the Agreement without change and find the Agreement to be reasonable, consistent with the law, and in the public interest. The Settling Parties will take no action inconsistent with or in opposition to this Agreement at the Commission or in any other forum or jurisdiction, including the FCC.

26. This Agreement is being presented as an integrated package such that Settling Parties are agreeing to this Agreement as a whole, as opposed to agreeing to specific elements to this Agreement. If the Commission adopts this Agreement with modifications or additions, all Parties must consent to the modifications or

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

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

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