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

JOINT APPLICANTS' OPENING COMMENTS ON PROPOSED DECISION OF ADMINISTRATIVE LAW JUDGE ORMOND

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TABLE OF CONTENTS / SUBJECT INDEX

TABLE OF AUTHORITIES

CASES

STATUTES

ADMINISTRATIVE RULING

OTHER AUTHORITIES

Pursuant to Rule 14.3[1] of the California Public Utilities Commission's ("Commission") Rules of Practice and Procedure ("Rules"), Joint Applicants[2] respectfully submit these Comments on the Proposed Decision issued by Administrative Law Judge Ormond ("ALJ") on July 9, 2026 (the "ALJ PD"). Joint Applicants respectfully urge the Commission to reject the ALJ PD and instead adopt Commissioner Baker's July 9, 2026 Alternate Proposed Decision (the "APD") at its August 13, 2026 meeting, incorporating Joint Applicants' separately filed limited modifications.[3]

I. INTRODUCTION

Joint Applicants thank the Commission for issuing the ALJ PD and Commissioner Baker's APD in a timeframe that permits final action on the Joint Application in advance of the Hart-Scott-Rodino Act ("HSR") clearance deadline. The Transaction and accompanying Settlements[4] stand to deliver substantial, concrete, measurable, and enforceable consumer benefits for Californians. Cal Advocates estimates that Charter's affordability commitments in the Settlements alone will save eligible low-income consumers in California *more than $1.3 billion* in internet service costs, including an estimated $596 million in savings for Californians *annually* from Charter's statewide promotional-pricing commitment. Charter also made enforceable commitments in the Settlements to invest at least $275 million to upgrade its existing California network to symmetrical one-gigabit speeds; $30 million in digital-inclusion initiatives in partnership with CETF; $5 million through its Spectrum Community Investment Loan Fund to channel capital to small businesses in Environmental and Social Justice ("ESJ") communities; $2 million to expand its VetConnect program; and $1.5 million to ensure consumers are informed of Charter's low-income offerings.

The ALJ PD would upend the carefully negotiated Settlements and replace them with a "Joint Settlement" created by ALJ Ormond that would unilaterally supersede their terms and add

[1] All references to "Rules" herein refer to the Commission's Rules of Practice and Procedure.

[2] Charter Communications, Inc., Charter Communications Holdings, LLC, Cox Enterprises, Inc. ("CEI"), and Cox California Telcom, LLC (collectively, the "Joint Applicants") submitted Application 25-07-016 (the "Joint Application") requesting Commission approval pursuant to Public Utilities Code Section 854 of the indirect transfer of control of Cox California Telcom, LLC (U-5684-C) to Charter (the "Transfer") as part of an agreement that will result in Charter and CEI's subsidiary Cox Communications, Inc. ("Cox") coming under common ownership (the "Transaction"). Cox California is an indirect subsidiary of Cox, which, in turn, is a subsidiary of CEI.

[3] Joint Applicants' Opening Comments on Alternate Proposed Decision of Commissioner Matthew Baker, A.25-07-016 (July 29, 2026) ("APD Comments").

[4] The "Settlements" are the settlement agreement between Charter and the California Emerging Technology Fund ("CETF") (the "CETF Settlement") and the settlement agreement between Charter and the Public Advocates Office ("Cal Advocates") (the "Cal Advocates Settlement").

five additional terms that lack justification, and that Settling Parties never contemplated. The ALJ PD then proposes *additional* mitigation measures beyond the Joint Settlement untethered from any Transfer-specific harms. Moreover, it misstates the standards governing the review of settlements; disregards the evidentiary record to instead base findings, conclusions, and conditions on out-of-scope allegations never introduced into evidence; misstates the standards governing transfers of control; and misapplies the Commission's mitigation authority by imposing conditions to advance its preferred policies that are unrelated to any plausible, demonstrated harm from the Transfer.

The ALJ PD would impede Charter's ability to compete in an evolving communications marketplace and risk preventing the Transfer's robust public benefits from reaching Californians. Joint Applicants therefore urge the Commission to reject the ALJ PD and instead adopt the APD, with the modest revisions proposed by Joint Applicants, as the only viable path forward.

II. THE ALJ PD MISSTATES THE STANDARDS GOVERNING SETTLEMENTS

Under Rule 12.1(d), the Commission must evaluate settlements to determine whether they are reasonable in light of the whole record, consistent with the law, and in the public interest.[5] Commission precedent reflects a strong preference in favor of settlements.[6] Consistent with that preference, the Commission evaluates settlements as a whole, rather than second-guessing individual terms.[7] The Commission approves settlements that represent "a compromise between the litigation positions of the diverse settling parties and fall[] within the range of possible outcomes of the consolidated proceedings, if litigated further."[8] This is especially true for "sophisticated parties" with "experience and expertise"[9] and a "sound and thorough understanding of the application, and all the underlying assumptions and data included in the record."[10]

Both Cal Advocates, as "the only State entity charged with helping ensure Californians are represented at the [Commission]," and CETF, with decades of experience working to close the digital divide in California, have deep knowledge of California's telecommunications landscape.[11] Settling Parties worked to develop solutions that balance the interests of the broad constituencies

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[5] Rule 12.1(d).
[6] *See, e.g.*, *Application of Pac. Gas & Elec. Co.*, D.91-05-029, 1991 Cal. PUC LEXIS 254.
[7] *Application of Pac. Gas & Elec. Co.*, D.07-03-044 at 13, 2007 Cal. PUC LEXIS 173 at *17-18.
[8] *Application of Pac. Gas & Elec. Co.*, D.14-11-040 at 109, 2014 Cal. PUC LEXIS 554 at *167.
[9] *Application of S. Cal. Edison Co. (U338E)*, D.25-12-023 at 33, 2025 Cal. PUC LEXIS 619 at *31.
[10] *Application of S. Cal. Edison Co. (U338E)*, D.25-01-042 at 10, 2025 Cal. PUC LEXIS 68 at *10.
[11] *About: Our Work*, Public Advocates Office, https://www.publicadvocates.cpuc.ca.gov/about (last visited July 29, 2026).

of both Cal Advocates and CETF.[12] These Settlements reflect extensive negotiations after full discovery, fall well within the range of litigation outcomes, and stand to deliver concrete, measurable, and enforceable benefits to Californians. The ALJ PD fails to evaluate the Settlements under the three distinct prongs of Rule 12.1(d),[13] and ignores the Commission's "strong public policy favoring settlement of disputes [that] are fair and reasonable in light of the whole record."[14]

First, rather than determine whether the Settlements are reasonable in light of the record, the ALJ PD proposes to supersede them based on generalized claims that "more is necessary to make secure that actions taken by the post-merger company are measurable, verifiable actions in the public interest."[15] The ALJ PD then invokes Rule 1.2 to "liberally construe Rule 12.4(c)" to fashion "one Joint Settlement" with a multitude of new conditions.[16] Aside from its other flaws,[17] the ALJ PD is inconsistent with the Commission's strong public policy preference *against* altering the results of the negotiation process,[18] especially when conducted by sophisticated parties such as Cal Advocates and CETF. Indeed, the Commission generally declines to impose changes absent a finding that specific provisions violate Rule 12.1(d).[19] The ALJ PD makes no such findings.

Second, the ALJ PD's analysis of whether the Settlements are "consistent with the law" consists of a single sentence that disregards Commission precedent. When reviewing whether a proposed settlement is "consistent with the law," the Commission ordinarily confirms that "[t]here is no statutory provision or prior Commission decision that would be contravened or compromised by the Settlement."[20] The ALJ PD instead creates a new standard that it "cannot find that the

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[12] *See, e.g.*, Cal. Pub. Utils. Code § 309.5(a); Transcript of Evidentiary Hearing ("Tr. Vol. 7") (Goodman) at 857:5-8 ("CETF has built up a model that helps to [] ensure that low-income households have access to communication services that are critical to success in today's economy."); *see also In re Joint Application of Verizon Communications Inc. and MCI, Inc.*, D.05-11-029, at 129, 2005 Cal. PUC LEXIS 517 at *194 (establishing CETF "for the purpose of achieving ubiquitous access to broadband and advanced services in California, particularly in underserved communities.").

[13] ALJ PD at 69.

[14] *Application of Pac. Gas & Elec. Co. (U 39-M)*, D.07-11-018 at 6, 2007 Cal. PUC LEXIS 527 at *9 (quoting *Re S. Cal. Gas Co.*, D.05-10-041 at 47, 2005 Cal. PUC Lexis 484 at *70).

[15] *Compare* ALJ PD at 87-88 *with* APD at 42-49.

[16] ALJ PD at 89.

[17] *See* Motion of Joint Applicants on Joint Settlement Election of Proposed Decision (July 24, 2026).

[18] Joint Applicants' Reply Comments in Support of Settlement Agreements at 12-13 (June 16, 2026) ("Settlement Comments").

[19] Settlement Comments at 13 (quoting *Application of Pac. Gas & Elec. Co.*, D.22-06-028 at 17, 2022 Cal. PUC LEXIS 263 at *20).

[20] *Joint Application of Park Water Company (U314W) and Apple Valley Ranchos Water Company (U346W)*, D.13-05-027 at 17, 2013 Cal. PUC LEXIS 254 at *21; *see also Application of PacifiCorp* (2018)

settlement agreements are consistent with the law unless we find that the settlement agreements are consistent with the public interest."[21] But this erroneously collapses two *separate* tests under Rule 12.1(d) (*i.e.*, that a settlement is "consistent with law" *and* "public interest") into one, which contravenes longstanding Commission precedent; reviewed appropriately under this precedent, the ALJ PD identifies no violation of this standard for either Settlement, because none exists.[22]

Third, the ALJ PD makes compounding legal errors in its "public interest" analysis. It faults the Settlements on the ground that "[t]here is no indication that Joint Applicants and either settling party considered the full panoply of issues raised … by all of the parties and the public commenters."[23] This standard of review has no basis in law or the Rules. It would result in superseding any settlement unless it reflects consideration of *every* issue raised by *every* party and commenter. The Settlements represent comprehensive, negotiated packages of commitments that address all credible concerns raised in this proceeding. Even if they had not, Rule 12.1(a) specifies that "[s]ettlements need not be joined by all parties."[24] The ALJ PD erroneously evaluates the Settlements by asking whether "more is necessary" based on demands from non-settling parties.[25] However, Rule 12.1(d)'s public-interest inquiry does not ask whether a result is optimal, but instead whether a proposed settlement "produces a just and reasonable outcome."[26] The ALJ PD simply asserts "significant procedural and term-specific concerns with the two [] settlement agreements," but never identifies those concerns.[27] Unspecified concerns, or even "skeptical looks,"[28] cannot replace the Commission's public interest standard.

Fourth, the ALJ PD wrongly faults Joint Applicants for failing to "invite[] input on the ongoing settlement process from parties to the proceeding" beyond Settling Parties.[29] But Settling Parties invited all then-parties to provide input at a duly noticed Rule 12 settlement conference.[30]

D.18-09-034 at 41.

[21] ALJ PD at 75-76.

[22] Settlement Comments at 10.

[23] ALJ PD at 87.

[24] Rule 12.1(a).

[25] ALJ PD at 87.

[26] Settlement Comments at 7-8 (quoting *Application of S. Cal. Edison Co. (U338E)*, D.25-01-042, at 9-10, 2025 Cal. PUC LEXIS 68 at *10).

[27] ALJ PD at 87-8.

[28] *Id.*

[29] ALJ PD at 87-88.

[30] *See* Joint Motion of Charter and Public Advocates Office for Adoption of Settlement Agreement at 3 (May 1, 2026).

That late-moving entities were subsequently granted party status, over Joint Applicants' repeated objections, does not change the fact that notice was properly served and *acknowledged* at the evidentiary hearings.[31] No party was excluded and any insinuation otherwise is a material misstatement of fact. Relying on this to impose additional terms is legal error. For these reasons, the Commission should reject the ALJ's proposed Joint Settlement[32] and approve the Settlements.

III. THE ALJ PD'S FINDINGS, CONCLUSIONS, AND ORDERS ARE UNSUPPORTABLE

Beyond the factual and legal errors of its review of the Settlements, the ALJ PD relies on vague allegations outside the evidentiary record, misstates and misapplies the applicable standards of review, and misuses the Commission's § 854(c)(8) mitigation authority. Moreover, the process to reach these errors was marked by procedural irregularities, including: admitting numerous parties at the eleventh hour; allowing (and substantially relying on) untimely factual allegations;[33] and admitting exhibits plainly inadmissible under conventional rules of evidence over objection.[34]

A. The ALJ PD ignores the record and relies on non-evidentiary assertions.

California law requires that findings be supported by "substantial evidence in light of the whole record," and Commission Rule 8.2(m) requires a "decision based on the evidence of record."[35] The ALJ PD repeatedly disregards these requirements. Instead, it justifies its proposed conditions by referencing public-participation-hearing ("PPH") testimony and generalized comments about "expectations" from "the public" that are not part of the evidentiary record.[36] This violates the substantial-evidence standard.[37] *Even if* PPH comments or generalized

[31] Transcript of Evidentiary Hearing (Apr. 20, 2026) ("Tr. Vol. 5") (Chong) at 463:5-11.

[32] The ALJ PD commits further legal error by depriving Settling Parties of an opportunity to seek Commission review of the Settlement modifications. Rule 12.4(c) mandates that parties have "reasonable time within which" to accept or reject the modifications (and seek other relief). The modifications impose substantial new conditions in the ALJ's proposed Joint Settlement with a deadline to accept them five days before parties may comment on the ALJ PD and APD, insulating the conditions from Commission review. *See* Joint Applicants' Motion Requesting Other Relief (July 24, 2026) at 3-5.

[33] *See* Reply Br. at 45-46 (detailing evidentiary flaws with PEG-related allegations by Media Alliance); Joint Applicants' Motion to Strike Joint Advocates/Media Alliance Briefs at 16-18 ("Motion to Strike").

[34] *See, e.g.*, Transcript of Evidentiary Hearing (Apr. 20, 2026) ("Tr. Vol. 5") (Platzer) at 901:10-903:12 (admitting hearsay allegations); ALJ PD at 11 (granting NIWR party status motion on June 4, 2026).

[35] Cal. Pub. Util. Code § 1757(a); Rule 8.2(m); Joint Applicants' Post-Hearing Reply Brief at 8 (June 5, 2026) ("Reply Br.").

[36] ALJ PD at 33-34, 42, 57; *see* D.16-05-050 at *6 (holding that PPH comments are part of the administrative record, not the evidentiary record).

[37] Reply Br. at 48.

restatements of "public expectations" *were* appropriate bases for conditions and findings of fact, the ALJ PD commits factual error by mischaracterizing the public comment record. For example, it highlights "supporters of the transaction" at PPHs when analyzing post-Transaction service quality under Section 854(c)(2), but fails to consider favorable commentary from other PPH participants on the same subject, selectively ignoring that most public commenters supported the Transfer as proposed, *without* the additional proposed conditions in the ALJ PD.[38]

While relying on PPH testimony and mischaracterized comments to support additional proposed conditions, the ALJ PD fails to engage with the *actual* evidentiary record. For example, although acknowledging the substantial record evidence that the Transfer will not adversely affect competition, the ALJ PD ignores that evidence in formulating additional "mitigation" conditions.[39] The ALJ PD's disregard for the evidentiary record and its reliance on non-record allegations constitute factual and legal error.

B. The ALJ PD misstates the applicable standards of review and misapplies standards it identifies.

The ALJ PD commits legal error by misstating the standards of review for the subsections of Section 854 that it applies.[40] It asserts that Joint Applicants *cannot* satisfy Sections 854(b) and (c) unless the post-Transaction company meets the ALJ PD's articulation of the "expectations" of select PPH participants, commenters, or "the public."[41] No such requirement appears in the Public Utilities Code, and Joint Applicants are aware of no applicable precedent supporting that standard

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[38] ALJ PD at 42; *but see, e.g.*, Public Comment of Alex Cedillo, A.25-07-016 (Cal. Pub. Utils. Comm'n filed Feb. 25, 2026); Public Comment of Michelle Baja, A.25-07-016 (Cal. Pub. Utils. Comm'n filed Apr. 8, 2026). Overall, the PPHs had 134 supportive commenters, with just 38 commenters expressing any concerns about the Transaction. To the extent public commenters *did* offer opposition to the Transfer, that opposition was frequently in support of positions taken at the time by CETF, whose concerns were resolved through Charter's CETF Settlement. *See, e.g.*, Transcript of Virtual Proceeding (Feb. 4, 2026) ("Tr. Vol. 1") at 16-20 (statement of Rigo Hernandez, Founder, Nube Educational Foundation); *id.* at 21 (statement of Sabrina Oregel, North State Planning and Development Collective); *id.* at 28-29 (statement of Dr. Salvador Torres, Principal, Maywood Center for Enriched Studies); *id.* at 38 (statement of Linda Phillips, Sourcewise; *id.* at 73-74 (statement of Braulio Roman, YMCA of Greater Long Beach) (each attributing their support to CETF).

[39] *See infra*, Section IV.B.

[40] Joint Applicants preserve their position that the Transfer should only be reviewed under Section 854(a). Even accepting Sections 854(b) and (c) apply, imposing conditions on Joint Applicants' non-utility affiliates' non-utility services is legal error. The Commission may reach the conduct of a non-utility under these provisions only where its action is "cognate and germane to utility regulation." *See* Cal. Pub. Util. Code § 854(b)-(c); *PG&E Corp. v. Pub. Utils. Comm'n*, 118 Cal. App. 4th 1174, 1201 (2004).

[41] *See* ALJ PD at 12-15, 23, 33-34, 42, 49.

of review. Sections 854(b) and (c) ask whether enumerated conditions are met; they do not make approval contingent on satisfying individual commenters' aspirations.

It is axiomatic that before imposing a condition to mitigate harm, the decision must find that harm exists based on the record.[42] The ALJ PD, however, treats Joint Applicants' purported failures to *disprove* allegations of harm as record evidence that those harms exist.[43] For example, Section 854(b)(3) asks whether the Transfer will "adversely affect" competition.[44] The ALJ PD accepts that Joint Applicants' California footprints overlap at less than one-half of one percent of their total broadband locations; it also accepts that competition is inherently "location specific" and based on "where [providers] have built" infrastructure.[45] Nevertheless, it concludes mitigation is necessary because the post-Transaction company "does not challenge or change the historical trend of broadband providers serv[ing] unique geographic territories."[46] Failing to change the status quo is, by definition, not a new harm, let alone a Transfer-specific harm.

C. The ALJ PD misuses Section 854(c)(8)'s mitigation authority to pursue policy objectives unrelated to any Transfer-specific harm.

The ALJ PD commits legal error by repeatedly misapplying Section 854(c)(8), which is meant to address "significant adverse consequences that may *result*" from the Transfer.[47] Applicable law and rules *require* the Commission first to identify an adverse consequence that will flow from the Transfer itself, not preexisting industry conditions, generalized policy disagreements, or a commenter's views about how a communications provider *ought* to behave in the abstract.[48] The ALJ PD acknowledges this standard, but reinterprets Section 854(c)(8) as a license to impose ongoing obligations on the post-Transaction company that it prefers as a matter of public policy, without any associated "harm," based entirely on "the breadth of concerns raised

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[42] *See, e.g.*, *Joint Application of Verizon Communications, Inc. and MCI, Inc.*, D.05-11-029 at 111-12, 2005 Cal. PUC LEXIS 517 at *169 (rejecting mitigating conditions proposed by intervenors because the Commission found "no basis upon which to conclude that [the] adverse consequences which these conditions are designed to mitigate would result from this transaction").

[43] *See, e.g.*, ALJ PD at 96 ("Joint Applicants failed to demonstrate that the transaction will not result in a significant adverse impact to PEG channels."); *id.* at 97 ("Joint Applicants fail to demonstrate that the transaction will not have an adverse impact on consumers in [service quality and outage reimbursement]").

[44] Cal. Pub. Util. Code § 854(b)(3) (inadvertently identified in the ALJ PD as § 854(b)(2)). ALJ PD at 17.

[45] ALJ PD at 34.

[46] ALJ PD at 34-35. The ALJ PD claims that the company will have greater "market power" but fails to explain how that could be the case, given this minimal overlap and the local nature of the broadband market.

[47] Cal. Pub. Util. Code § 854(c)(8) (emphasis added).

[48] Reply Br. at 8-9.

by parties."[49]

Generalized concerns voiced by parties or commenters cannot constitute sufficient evidence of an adverse consequence of a transaction absent a direct showing in the evidentiary record that the asserted harm is caused by the transaction. Many of the ALJ PD's purported "mitigation" conditions therefore are not mitigatory at all. Instead, they reflect policy-driven goals that do not address any Transfer-created harm—rendering them legally erroneous.[50]

IV. THE ALJ'S MODIFICATIONS TO SETTLEMENT TERMS ARE UNSUPPORTABLE

Beyond those legal errors, the ALJ PD's Joint Settlement should be independently rejected for lack of factual support.[51] Joint Applicants address the most consequential changes here.

A. The mandatory buildout requirements are infeasible and have no support.

As a threshold matter, any record concern about deployment to the final remaining unserved and underserved locations in the combined company's footprint has now been resolved by the recent federal approval of California's Broadband Equity, Access, and Deployment ("BEAD") program.[52] Although TURN opposed "relying on BEAD awards" to connect the remaining unserved and underserved locations,[53] Charter's BEAD funding commitment in the CETF Settlement already went above and beyond TURN's requested condition because Charter had already made an *affirmative* commitment to seek grant funding in the event that California's BEAD Program awards did not materialize.[54] Regardless, concerns about any locations remaining unserved or underserved are moot now that California's BEAD funding has been approved; those locations will be connected by other providers, consistent with the Commission's recognition that reaching these high-cost locations depends on public grant funding.

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[49] ALJ PD at 52.

[50] *See infra*, Section V; *see, e.g.*, ALJ PD at 56 (imposing Tribal lands service-quality reporting despite record evidence that Charter does not have franchise agreements with any California Tribes); *id.* 58-59 (imposing additional Tribal mapping and liaison requirements); *id.* at 60-61 (imposing 72-hour battery backup requirement despite absence of any evidence of reliability concerns with Charter's network).

[51] *See also* Joint Applicants' Motion on Joint Settlement Election at 5 (requiring acceptance or rejection of the ALJ's proposed Joint Settlement prior to Commission consideration of the ALJ PD and APD is premature and improper).

[52] Cal. Pub. Utils. Comm'n, *California BEAD Final Proposal*, https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/bead-program/california-bead-final-proposal (last visited July 29, 2026).

[53] *See* TURN Opening Brief at 19.

[54] Opening Brief of The Utility Reform Network at 19 (May 22, 2026) (requesting network upgrade condition).

The ALJ PD imposes unconditional, infeasible buildout mandates that *drastically* expand the CETF Settlement commitment without evidentiary support. In the CETF Settlement, Charter commits to invest at least $275 million to evolve its existing California network to symmetrical one-gigabit speed capability within three years, and to seek public funding by submitting at least one bona fide grant application if California's provisional BEAD awards failed to receive final approval. The ALJ PD converts Charter's CETF Settlement commitments into unconditional mandates to (i) upgrade the *entire* network to offer symmetrical one-gigabit service, (ii) fund and deploy last-mile infrastructure to unserved and underserved locations, potentially without any funding, if BEAD funding does not materialize,[55] *and* (iii) separately connect 6,000 unserved and underserved locations within three years.[56]

The record contains no evidence of any Transfer-specific harm to the company's network investments and deployment requiring mitigation. ***First***, the unconditional mandate to upgrade the entire post-Transaction company's footprint apparently misreads a similar condition Charter agreed to in New York.[57] This fails to recognize that the comparable condition upon which the "concern" is based likewise applies to legacy Charter areas in New York, where *Cox has no residential presence*. It also ignores that Charter's California infrastructure deployment commitment under the CETF Settlement is already nearly triple its $100 million New York commitment.[58] ***Second***, the BEAD backstop requirement, in addition to being moot, is irreconcilable with the Commission's conclusion that fiber deployment to certain high-cost locations could be an imprudent use of *public* funds and that other technologies are more cost-effective and suitable.[59] ***Third***, as to the ALJ PD's separate mandatory buildout condition, the

55 ALJ PD at 90.

56 *Id.* at 65, 93.

57 In its comments, TURN erroneously stated that Charter's California commitment will be "weaker" as it is "limited to legacy Charter areas." Comments of The Utility Reform Network on the Joint Motion of Charter Communications, Inc. and California Emerging Technology Fund for Adoption of Settlement Agreement at 15 (June 1, 2026) ("TURN CETF Comments").

58 TURN CETF Comments at 15. Charter's New York footprint consists entirely of legacy Charter service areas; because Cox has no residential presence in New York, the comparable New York condition necessarily applies only to legacy Charter areas.

59 Reply Br. at 29. The buildout conditions also exceed the Commission's ESJ Action Plan, which defines "essential communications services" as fixed broadband at 20 Mbps/3 Mbps with 1,024 GB monthly capacity, a standard that fixed wireless and satellite providers already meet. The ALJ PD's mandate of symmetrical gigabit fiber or DOCSIS 4.0 exceeds Goal 3.4 and reflects a policy preference, not a legitimate mitigation of any Transfer-related harm. *See* Cal. Pub. Utils. Comm'n, Environmental and Social Justice Action Plan at 24 (citing *Order Instituting Rulemaking to Establish A Framework and Processes for*

record does not establish that there will be 6,000 unserved or underserved locations to connect,[60] now that California's BEAD program awards *have* been approved and those locations will be connected by other providers.[61] Nor does the ALJ PD explain how compelling Charter to overbuild locations that other providers will be serving *with* public subsidies would serve the public interest. The ALJ PD commits factual and legal error by transforming Settlement commitments into unconditional and contradictory deployment mandates untethered from any Transfer-specific harm.

B. The ALJ's Joint Settlement Conditions ignore the record on competition.

In assessing competitive effects under Section 854(b)(3), the ALJ PD acknowledges that the Commission sought a competition opinion, but it *omits* that the Attorney General's Antitrust Section declined to provide a formal opinion after advising Commission staff that it "*does not* have competition-related concerns about the Charter-Cox transaction."[62] Joint Applicants became aware of the Attorney General's position only because the APD disclosed it. In any event, the record establishes that the Transfer will not adversely affect competition. As the ALJ PD concludes, Charter and Cox do not compete for the same customers today,[63] and there is no basis in the record to conclude that, absent the Transaction, they would do so in the future.[64] The ALJ PD nonetheless imposes competition-related conditions, finding that because "the post-merger company does not challenge or change the historical trend of broadband providers serv[ing] unique geographic territories," mitigation is necessary.[65] This is clear legal error for the reasons explained in Section III.B. The record contradicts any finding that the Transfer would adversely affect competition.

Assessing the Affordability of Utility Service, D.20-07-032 at 25, 2020 Cal. PUC LEXIS 578 at *30.

[60] Indeed, the record clearly indicates that, at the time of the Commission's BEAD bidding process, only about 5,000 locations in Charter's California territory remained eligible, all of which are already covered by BEAD awards. Falk Rebuttal Testimony (Ex. 21) at 16:21-17:2.

[61] Pub. Utils. Comm'n, *California BEAD Final Proposal*, https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/bead-program/california-bead-final-proposal (last visited July 21, 2026).

[62] ALJ PD at 17, 98 (citing Cal. Pub. Util. Code § 854(b)(3)); E-mail from Brian Wang, Deputy Attorney General, Office of the Attorney General of California, to Ella Krainsky, Legal Division, California Public Utilities Commission (June 2, 2026, 17:07 PST) (emphasis added). The APD more accurately acknowledges the Attorney General's Office's competition findings. APD at 24.

[63] ALJ PD at 34 (noting that "broadband service providers can only compete in areas where they have built out broadband infrastructure").

[64] Reply Br. at 8-9.

[65] ALJ PD at 34.

C. The ALJ PD fails to justify extending timelines of settlement conditions.

The Commission has long resisted altering "results of a good faith negotiation process" because "parties will legitimately grow wary" of the Commission's settlement process if it "alter[s] settlements as a matter of course,"[66] absent specifically finding that a provision does not meet the Rule 12.1(d) standard and is unreasonable as proposed.[67] The ALJ PD makes no such finding, yet unilaterally extends the timeframes of several conditions, in some instances more than doubling the negotiated term. Although the ALJ PD seeks to impose a "default 10-year time commitment" for "[a]ny condition without a corresponding time component,"[68] it offers no record evidence that any Transfer-specific harm would persist for a decade that necessitates a *blanket* ten-year commitment period.

The ALJ PD would also impose an *eight*-year term on four separate low-income commitments[69] without any record basis for concluding that the Settlements' negotiated five-year duration was unreasonable, much less that there was Transfer-specific *harm* that required such an extension. As Joint Applicants explain in their concurrently filed comments on the APD, the Settlements' carefully negotiated five-year duration not only was determined to be reasonable by Cal Advocates and CETF, but aligns with the Commission's recent practice, including numerous key requirements in the Commission's Verizon/Frontier and Sprint/T-Mobile approvals.[70] It also represents a *longer* oversight period than the Commission imposed in the Charter/Time Warner Cable merger.[71] The ALJ PD identifies nothing in this record that justifies departing from the Settlements' terms, and its extended durations should be rejected as factual and legal error.[72]

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[66] *Application of the S. Cal. Edison Co.*, D.93-03-21, 1993 Cal. PUC LEXIS 161 at *33.

[67] *See supra* note 19.

[68] ALJ PD at 89.

[69] ALJ PD at 90 (proposed conditions D-G).

[70] *In re Application of Verizon Commc's Inc. et al.*, D.26-01-023 at 116-23, 2026 Cal. PUC LEXIS 23 at *141-52; TURN CETF Comments at 3.

[71] *In re Joint Application of Charter Commc's, Inc. et al.*, D.16-05-007 at 71-74, 2016 Cal. PUC LEXIS 255 at *104-09 (imposing only a three-year term for several mitigation measures).

[72] The ALJ PD's modification of the settlement terms related to the pricing and features of the combined company's broadband services is also legal error, as it suffers from the same jurisdictional defect as its statewide pricing requirements: the Commission lacks authority to regulate broadband prices beyond the scope of a provider's voluntary agreement. *See* n.79, *infra*.

V. THE ADDITIONAL MITIGATION MEASURES ARE UNSUPPORTED

A. The statewide broadband speed and pricing requirements lack support.

The ALJ PD, without record support, requires the post-Transaction company to offer and make available "the highest broadband speed and lowest priced service plan to all California consumers."[73] The record is clear that Charter employs consistent statewide pricing and packaging, and the Cal Advocates Settlement will ensure consistent promotional pricing statewide.[74] No party identified any speed disparity in Charter's offerings that would warrant this mandate. The ALJ PD does not identify what harm it is meant to address, or explain its feasibility. Extending Charter's fastest speeds footprint-wide will be the result of a multi-year, technology-specific, $275 million upgrade process.[75] Prohibiting Charter from offering its fastest speeds *anywhere* until its network is upgraded *everywhere* will delay higher-speed or symmetrical offerings Charter could otherwise provide. Beyond harming consumers, it is factual and legal error to impose this requirement without explanation or record evidence that it would be technologically or economically feasible.

Ordering Paragraph 12 seeks to prohibit Charter from offering localized promotions, requiring that "*any* promotional pricing plan for fixed broadband, fiber, fixed wireless and mobile services provided to any geographic location is equally available across its footprint."[76] Rather than providing Californians the benefit of lower prices, this condition would prohibit Charter from *ever* offering targeted discounts that are impractical to extend statewide. Moreover, this ignores that this condition's terms were carefully crafted in the Cal Advocates Settlement to preserve Charter's ability to offer some limited promotions on a local basis that benefit consumers, such as back-to-school specials. The ALJ PD's justification for this condition is that "Joint Applicants fail to demonstrate that the transaction will not have an adverse impact" on pricing.[77] But this ignores evidence that Cox customers will benefit from Charter's lower prices, as well as Cal Advocates' estimate that Charter's promotional pricing commitments stand to result in almost $600 million in *annual savings* for California consumers.[78] The ALJ PD identifies no record evidence that

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[73] ALJ PD at 107.
[74] *See, e.g.*, Tr. Vol. 6 (Falk) at 707:1-12; *see also* Opening Br. at 37.
[75] Falk Opening Testimony (Ex. 29) at 19:4-24.
[76] ALJ PD at 58 (emphasis added).
[77] Opening Br. at 18.
[78] Opening Brief of the Public Advocates Office at 9 (May 22, 2026).

contradicts this estimate or shows how it could credibly be construed as an adverse impact.[79]

B. The California LifeLine commitment requirements lack evidentiary support and ignore Joint Applicants' Settlement commitments.

The ALJ PD imposes multiple conditions related to the California LifeLine program, including a requirement that the post-Transaction company offer LifeLine, including standalone and bundle options, for ten years. It also would require participation in the California LifeLine Home Broadband Pilot and any extension or permanent successor for at least fifteen years.[80] Joint Applicants both currently participate in the California LifeLine program for voice services, and nothing in the record indicates that the Transaction will change that. Charter was an early participant in the LifeLine Home Broadband Pilot[81] (and has committed to extending the pilot into legacy Cox areas) and has consistently been an early participant in federal and state subsidy programs.[82] The ALJ PD's new timelines override and vastly exceed the Settlements' negotiated terms without any justification.[83]

These ten- and fifteen-year timelines should be rejected because they lack record support, as explained above,[84] and without evidence supporting such conditions, their inclusion is legal and factual error. In fact, they are *contravened* by the record, which shows that Charter's consistent participation in subsidy programs will result in *further* discounts for households, including in Cox's legacy territory.[85] Further still, the record identifies no Transfer-specific harm that would require the post-Transaction company to triple the duration of its Settlement commitment and expand that commitment to an undefined future program. The 10-year and 15-year requirements should therefore be rejected as both unnecessary and legal error.

C. Proposed mitigation measures relating to PEG channels are unsupported by the record.

The ALJ PD imposes a series of conditions governing the post-Transaction company's

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[79] Further, the Commission lacks statutory authority to regulate broadband pricing and the pricing of wireless services impacted by the condition. *See* Reply Br. at 49-50; 47 U.S.C. § 332(c)(3)(A).
[80] ALJ PD at 57, 107, 113.
[81] Andreski Rebuttal Testimony (Ex. 7) at 2.
[82] Falk Rebuttal Testimony (Ex. 21) at 18.
[83] Joint Motion of Charter Communications, Inc. and Public Advocates Office for Adoption of Settlement Agreement, Ex. 1 at 5; Joint Motion of Charter Communications, Inc. and California Emerging Technology Fund for Adoption of Settlement Agreement, Ex. 1 at 5-6.
[84] *See* Section IV.C, *supra*.
[85] Falk Rebuttal Testimony at 18.

relationships with public, educational, and governmental access (“PEG”) channels.[86] Each of these conditions suffers from legal and factual errors. As Joint Applicants explain in their concurrently filed comments on the APD, PEG channels lie outside the scope of this proceeding, and there is *nothing* in the evidentiary record to support PEG-related mitigation measures, but Joint Applicants are willing to accept modified versions of the APD’s PEG conditions.[87]

D. The proposed outage credits lack evidentiary support.

The ALJ PD would require the post-Transaction company to automatically credit each standalone broadband customer for specified outages.[88] However, rather than identify a harm needing mitigation, the record reflects Charter’s consistently strong customer service performance,[89] which meets or exceeds the General Order (“G.O.”) 133 standards, and outperforms Cox on certain G.O. 133-D metrics (though both companies consistently satisfy the applicable benchmarks).[90] Charter has received numerous awards and recognitions related to customer service,[91] and the Spectrum brand has also been independently ranked the number one provider for broadband reliability.[92]

The ALJ PD nonetheless purports to find Section 854(c)(2) unsatisfied by relying on extra-record evidence of public “expectations” of credits and service expansion to rural and Tribal communities. However, expansion of service territory is not service-quality-related, and Charter exceeds all applicable service-quality standards.[93] The ALJ PD fails to identify any Transfer-specific harm to justify these conditions and commits legal error by flipping the burden onto Joint Applicants to “demonstrate that the transaction will *not* have an adverse impact on consumers in these areas,” rather than finding that the Transfer will “*[m]aintain or* improve” service quality as the law requires.[94] Nonetheless, as Joint Applicants note in their APD comments, they are willing

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[86] ALJ PD at 52-53, 104-105.
[87] APD Comments at 12-13.
[88] ALJ PD at 58.
[89] *See* Opening Br. at 30 & nn.150-151.
[90] Opening Br. at 30; Kim Rebuttal Testimony (Ex. 1) Att. A; *see also id.* at 4:9-5:18; Tr. Vol. 5 (Kim) at 481:1-482:20 (emphasis added).
[91] Opening Brief at 30; Falk Opening Testimony (Ex. 29) at 9:9-14.
[92] Joint Application at 17.
[93] Joint Applicants’ Opening Brief at 30; Kim Rebuttal Testimony (Ex. 1) Att. A; *see also id.* at 4:9-5:18; Tr. Vol. 5 (Kim) at 481:1-482:20 (emphasis added).
[94] *Compare* ALJ PD at 57 (emphasis added); *with* Cal. Pub. Util. Code § 854(c)(2) (emphasis added).

to accept modified outage credit requirements that more accurately track G.O. 133-E standards.[95]

E. The customer support requirements lack evidentiary support.

The ALJ PD would mandate a dedicated live customer support service with specific operational and disability accommodation requirements.[96] The record demonstrates that Charter already operates a 24/7 Spectrum Disability Support Center staffed by agents trained to support customers with disabilities, which Cox customers will gain access to regardless of this condition. Notably, the Center for Accessible Technology identified *no* deficiency in Charter's accessibility measures and *acknowledged* at the evidentiary hearings that Cox customers will benefit from them.[97] Indeed, Charter has earned multiple awards for its accessibility efforts.[98] Imposing this mandate without a demonstrated, Transfer-specific adverse effect is legal error.

VI. CONCLUSION

For the foregoing reasons, Joint Applicants respectfully request that the Commission decline to adopt the ALJ PD. The Commission should instead adopt the APD, with the modest modifications set forth in Joint Applicants' separately filed comments.

Respectfully submitted,

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July 29, 2026

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[95] APD Comments at 7. This is irrespective of the fact that neither G.O. 133-E, nor the new service quality proceeding, imposes customer service requirements on broadband.

[96] ALJ PD at 106.

[97] Tr. Vol. 8 (Goodman) at 995:21-25 (acknowledging that Cox customers will gain access to Charter's 24/7 Spectrum Disability Support Center).

[98] Falk Opening Testimony (Ex. 29) at 9:3-6; Falk Rebuttal Testimony (Ex. 21) at 19:9-11; *See* Falk Opening Testimony (Ex. 29) at 19:9-15.

APPENDIX A

PROPOSED REVISIONS TO FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDERING PARAGRAPHS

(Underline indicates addition; ~~strikethrough~~ indicates removal)

Pursuant to Rule 14.3(b), Joint Applicants include this Appendix setting forth their proposed revisions. Commission precedent confirms that where a party uniformly seeks rejection of either a proposed decision or the alternate proposed decision in its entirety, that party may only redline the operative portions of the decision it asks the Commission to adopt with modifications.[99] Because Joint Applicants ask the Commission to reject the ALJ PD in its entirety and adopt the APD with the modifications identified herein, Joint Applicants include in this Appendix their proposed revisions to the APD. These proposed revisions are identical to those Joint Applicants separately submitted in their Opening Comments on the Alternate Proposed Decision.

Findings of Fact

1. Charter Communications, Inc., Charter Communications Holdings LLC, and Cox Enterprises, Inc., and Cox California Telcom, LLC, are Joint Applicants to A.25-07-016.

2. Charter, its subsidiary Charter Holdings, and CEI, entered into a transaction where CEI's subsidiary, Cox, would be acquired by Charter. Cox California is a subsidiary of Cox and will become a subsidiary of Charter.

3. Cox California operates in California under utility number U-5684-C.

4. The Joint Applicants and subsidiaries operate and provide a vast array of communications services, including but not limited to: residential, business, and enterprise broadband service, cable, residential and business services such as internet, video services, streaming video services, mobile wireless services, mobile voice and data service, VoIP, managed cloud services, security, enterprise Internet, networking products, and residential, business, and enterprise voice service.

[99] *See, e.g.*, Comments of Southern California Edison Company (U 338-E) on the Proposed Decision of ALJ Julie Fitch and Alternate Proposed Decision of Commissioner Baker Approving Initial Tranche of Energy Efficiency Market Transformation Initiatives, A.24-12-009, at A-1 (Nov. 20, 2025); Pacific Gas & Electric Company's (U 39 M) Opening Comments on the Proposed Decisions, A.21-09-008, at A-1 (Nov. 27, 2024); Joint Opening Comments of Pacific Gas and Electric Company (U 39 M), Southern California Edison Company (U 338 E), and San Diego Gas & Electric Company (U 902 M) on Proposed Decision of ALJs Zhang and Hecht and Alternate Proposed Decision of President Alice Reynolds, A.21-08-013, A.21-08-014, A.21-08-015, at A-1 (Oct. 20, 2022).

5. Charter serves over 31.2 million communications services customers with a residential footprint across 41 states, including California, and an even larger business communications services footprint.

6. Cox, to be acquired by Charter, provides communications services across 18 states, including California.

7. CforAT filed motions to strike portions of Joint Applicants' opening and reply briefs and the entirety of Cal Advocates' opening brief.

8. Joint Applicants filed a motion to strike portions of the Joint Advocates' and Media Alliance's opening briefs and the Joint Advocates' reply brief.

9. Parties had notice that the Commission would apply the analysis of Pub. Util. Code Section 854(a), (b), and (c), when considering the application.

10. Joint Applicants failed to put forward measurable, verifiable, and enforceable commitments necessary to approve the transaction under Pub. Util. Code Section 854(a), (b), and (c) without adoption of the Settlement Agreements and mitigation measures.

11. Joint Applicants failed to put forward measurable, verifiable, and enforceable commitments necessary to find that the transaction will not impact ESJ communities and public safety without adoption of the Settlement Agreements and mitigation measures.

12. Joint Applicants and Cal Advocates submitted the Joint Applicants-Cal Advocates Settlement Agreement to settle all issues raised by Cal Advocates.

13. The Joint Applicants-Cal Advocates Settlement Agreement committed Joint Applicants to offer four new tiers of service (New California LifeLine Service Tiers) for low-income customers for five years.

14. The Joint Applicants-Cal Advocates Settlement Agreement committed Joint Applicants to offer a Standalone Non-LifeLine Service Tier for low-income customers for five years.

15. The Joint Applicants-Cal Advocates Settlement Agreement committed Joint Applicants to spend $1.5 million over five years, or a minimum of $300,000 per year, to promote its low-income broadband services.

16. The Joint Applicants-Cal Advocates Settlement Agreement committed Joint Applicants to offer existing customers enrolled in qualifying low-income service tiers the option to remain on their plans for at least five years after the transaction.

17. The Joint Applicants-Cal Advocates Settlement Agreement committed Joint Applicants to offer new residential broadband customers promotional pricing across its footprint.

18. The Joint Applicants-Cal Advocates Settlement Agreement allowed Joint Applicants to offer lower-priced exceptions to the statewide promotional pricing commitment, new residential broadband customers promotional pricing applied consistently across its footprint.

19. Joint Applicants and CETF submitted the Joint Applicants-CETF Settlement Agreement to resolve all concerns raised by CETF.

20. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to train all relevant call center employees with materials to inform low-income customers about the company's low-income offerings.

21. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to refrain from imposing a 30-day waiting period to qualify for the low-income programs proposed.

22. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to invest $30 million in digital inclusion programs related to identified broadband adoption barriers.

23. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to invest at least $275 million to evolve its existing network in California to finish upgrading Charter's legacy California service to symmetrical one-gigabit speed capability within three years.

24. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to provide free broadband service and Wifi service for five years to 50 eligible anchor institutions.

25. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to serve as a potential safety net for the broadband locations identified as remaining unserved or underserved in the Broadband Equity, Access, and Deployment Program.

26. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to performing community and tribal outreach activities.

27. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to invest $5 million in Community Development Financial Institutions to channel capital to small businesses in California that have historically lacked adequate access to credit.

28. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to attend the Commission's annual Supplier Diversity En Banc hearings.

29. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to broaden its outreach to focus on small businesses and supplier diversity.

30. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to invest $2 million over a three-year period to expand its existing VetConnect Program to two additional California military bases in the Combined Company Service Area.

31. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to conduct outreach to small businesses to become certified by the Commission's Supplier Clearinghouse.

32. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to comply with GO 156.

33. The Joint Applicants-CETF Settlement Agreement committed Joint Applicants to report its actual spend against Commission goals.

34. The Joint Applicants-Cal Advocates Settlement Agreement and the Joint Applicants-CETF Settlement Agreement, with the clarifications identified in this decision, are reasonable in light of the whole record, consistent with the law, and in the public interest.

35. Joint Applicants and CETF indicate that as a result of urgency, they would act in good faith to accelerate the Commission's adoption of their settlements by June 30, 2026.

36. Joint Applicants and CETF failed to justify their urgency request, as required by Rule 12.1(c).

37. Mitigation measures are necessary to prevent significant adverse consequences that may result from the proposed transaction, per Pub. Util. Code Section 854(c)(8).

38. Joint Applicants confirmed that a significant portion of service outages occurred due to power outages.

39. To improve public safety outcomes and increase public safety and communications resiliency resulting from the transaction, especially during natural disasters, mitigation measures must be implemented, tracked, and reported.

40. PEG channels provide public benefits and there is a need to ensure they are treated lawfully by the post-merger company.

~~41. Joint Applicants failed to demonstrate that the transaction will not result in a significant adverse impact to PEG channels.~~

~~42. The record reflects a concern that the post-merger company's reimbursement of non-planned outages may adversely impact consumers and not meet public expectations, and the Joint Applicants failed to demonstrate that the transaction will not result in a significant adverse impact on consumers in this area.~~

41. Connecticut directed the post-merger company to honor any "price for life" contracts with the Joint Applicants.

42. New York directed the post-merger company to not charge fees to residential cable television service customers to exchange equipment when a consumer requests an upgrade or downgrade of service or chooses to return rented equipment for such cable television service.

43. If the post-merger company fails to make the same commitment in California as it has done in Connecticut and New York, it would expose the public to potentially significant adverse impacts from the transaction.

Conclusions of Law

1. It is reasonable for the Commission to apply the requirements of Pub. Util. Code Section 854(a), (b), and (c) when considering the transaction.

2. It is reasonable to require additional mitigation measures to address significant adverse impacts for the approval of the Joint Application pursuant to Pub. Util. Code Section 854(c)(8).

3. It is reasonable to clarify any conflicting or unclear points between the Joint Applicants-Cal Advocates Settlement Agreement and the Joint Applicants-CETF Settlement Agreement regarding shared issues, since each agreement was submitted separately instead of a single, unified document.

4. It is reasonable to adopt the Settlement Agreements conditions as clarified under Article 12 of the Rules.

5. It is reasonable to deny the request of Joint Applicants and CETF for urgent treatment of their Settlement Agreement.

6. It is reasonable to require the post-merger company, no later than 180 days after the Transaction closes, to make available to all new residential wireline voice service customers in California access to at least one battery backup solution that provides 72 hours of standby time, or, in the alternative, a three-pack of an existing battery backup solution, each unit of which provides 24 hours of standby time.

7. It is reasonable to require the post-merger company to provide an annual notice to all their residential wireline voice service customers in California disclosing relevant information regarding battery backup solutions. The post-merger company should include this notice in ~~its March 1 Annual Compliance Reports~~ an annual compliance report.

8. It is reasonable to require the post-merger company to automatically issue a customer credit equal to 1/30th of the monthly price of ~~the~~ voice or broadband service for each day the service outage exceeds the 24-hour repair standard under General Order 133-E, or any successor regulation, subject to the exemptions set forth in Section 2.2(c) thereof ~~outage lasts two hours or more~~. This customer credit should be reflected on the customer's bill within 60 days after the last day of the billing period during which the customer experienced a service outage exceeding the 24-hour repair standard~~lasting two hours or more~~. The automatic customer credit applies only to charges associated with the voice or broadband service. Any voice service credit issued should be consolidated with, and not

duplicative of, any credit to which the customer is otherwise entitled under General Order 133-E (or any successor regulation) for the same outage.

9. It is reasonable to require the post-merger company to audit its relationships with all of the PEG channels in its footprint and report to the Commission via a Tier 1 advice letter detailing the parameters of its PEG channel relationships as described in Ordering Paragraph 7~~this decision~~.

10. It is reasonable to require the post-merger company to broadcast, upon request, all PEG programming throughout its ~~footprint~~ cable television service area within the requesting community in HD ~~streaming quality~~, to complete, no later than 180 days after receipt of a community's written request for HD carriage (which request shall serve as the required notice), all measures reasonably necessary to implement such HD carriage; and to make PEG programming schedules ~~be made~~ available on all applicable electronic programming guides; provided that the community has delivered the necessary programming data, and provided further that the obligation to provide HD channel transmission and electronic program guide access applies only to the requesting community's Primary PEG Channel feed; and, immediately following the issuance of this decision, cease charging PEG channels for any services ~~per~~ inconsistent with Public Utilities Code Section 5870.

11. It is reasonable to require the post-merger company to honor any valid "price for life" agreements with residential customers for any Covered Service entered prior to the transaction close in accordance with its terms, provided the post-merger company is practically capable of doing so, and only for the period in which service remains generally available for sale.

12. It is reasonable to prohibit the post-merger company from charging fees to residential cable television service customers to exchange equipment when a consumer requests an upgrade or downgrade of service or chooses to return rented equipment for such cable television service. Nothing herein shall preclude the post-merger company from charging customers to return or exchange equipment by mail or other similar delivery means, or for any installation charge or service call requested by the customer for the purpose of performing such equipment exchange.

13. It is reasonable to authorize Commission staff to draft a Resolution for Commission consideration reflecting an enforcement program that covers compliance with the terms of the mitigation measures as reflected in the Ordering Paragraphs, including, without limitation, the post-merger company's reporting requirements, service quality requirements, infrastructure investment requirements, requests for changes to conditions via a petition for modification, and the terms of any Settlement Agreements.

14. It is reasonable to approve the transfer of Cox California in light of the Settlement Agreements and the additional mitigation measures as reasonable in light of the whole record, consistent with law, and in the public interest.

15. Any pending motions that are not expressly ruled upon by the assigned Commission or ALJ should be denied.

16. The proceeding should be closed.

Ordering Paragraphs

1. Pursuant to California Public Utilities Code Section 854, approval of the indirect transfer of control of Cox California Telcom, LLC (U-5684-C) to Charter Communications, Inc., Charter Communications Holdings, LLC, and Cox Enterprises, Inc. is granted, subject to the requirements as stated herein.

2. The post-merger company shall abide by the commitments listed in the settlement agreement between Charter Communications, Inc., Charter Holdings, LLC, Cox Enterprises, Inc., Cox California Telecom and the Public Advocates Office at the California Public Utilities Commission attached to this decision in Attachment A, to include:

   a. The post-merger company shall offer all new and existing qualifying low-income customers across the service footprint four new tiers of service for low-income customers, referred to as the New California LifeLine Service Tiers as described in Attachment A, for five years:

      i. Standalone 100/20 Megabytes per second (Mbps) for $20 per month – residential home internet access service

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

      iii. Bundled 100/20 Mbps for $30 per month – residential home internet access service plus residential wireline voice service bundle

      iv. Bundled 500/20 Mbps for $50 per month – residential home internet access service plus residential wireline voice service bundle.

   b. The post-merger company shall offer new and existing low-income eligible customers across its footprint access to residential home internet access plans at 100/20 Mbps service for $20 per month in a Standalone Non-LifeLine Service Tier, as described in Attachment A. The post-merger company shall offer this service tier for five years with no long-term contracts or early termination fees.

   c. The post-merger company shall spend $1.5 million over five years, or a minimum of $300,000 per year, to promote its low-income broadband services including its New California LifeLine Service Tiers and Standalone Non-LifeLine Service Tier across its footprint.

   d. The post-merger company shall offer existing customers enrolled in qualifying low-income service tiers the option to remain on their plans for at least five years after the transaction.

   e. The post-merger company shall not impose a 30-day waiting period to qualify for low-income programs or any programs created under this decision.

   f. For a period of three years, the post-merger company shall offer new residential broadband customers promotional pricing across its footprint of $70 for 1000/35 Mbps service, $50 for 500/20 Mbps service, and $30 for 100/20 Mbps service, with the following lower-priced exceptions applied consistently across the footprint of the post-merger company:

i. Promotions in response to competitor pricing and offers, new competitor entry or expansion, competitor network upgrades, and the near-term expected entry, expansion or upgrade of a competitor may be set below the statewide promotional price. Once the post-merger company 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;

ii. Promotions to former customers or customers in retention;

iii. Promotions related to "Back to School" in zip codes immediately adjacent to Colleges and Universities;

iv. Promotions to low-income households; and

v. Promotions as part of a disaster recovery effort, including in response to natural disasters.

3. The post-merger company shall abide by the commitments listed in the settlement agreement between the Charter Communications, Inc., Charter Holdings, LLC, Cox Enterprises, Inc., Cox California Telecom and the California Emerging Technologies Fund (CETF) attached to this decision in Attachment B, to include:

a. The post-merger company shall train all relevant call center employees with materials to provide low-income customers with adequate information regarding availability of, and processes to enroll in, the company's low-income offerings.

b. The post-merger company shall invest $30 million in digital inclusion programs related to identified broadband adoption barriers (cost, relevance, digital literacy) including:

i. $20.5 million to CETF to support broadband adoption through community based outreach, in-language and in-culture engagement, digital literacy training programs across the post-merger company footprint;

ii. $7 million to regional broadband consortium and metropolitan planning organizations for targeted outreach and community-based digital inclusion engagement efforts; and

iii. $2.5 million to a new CETF Green Technology Initiative for sustainable supply chain computer refurbishment to be distributed to low-income households for free digital literacy training.

c. The post-merger company shall invest at least $275 million to evolve its existing network in California to finish upgrading legacy California service to symmetrical one-gigabit speed capability within three years.

d. The post-merger company shall provide free broadband service and Wifi service for five years, at no charge, to 50 eligible anchor institutions, such as schools, libraries, community centers, and other community-service facilities.

e. The post-merger company shall serve as a potential safety net for the broadband locations identified in the settlement agreement of Attachment B as remaining unserved or underserved in the Broadband Equity, Access, and Deployment Program by submitting at least one application for broadband grant funding to deploy last-mile broadband infrastructure to serve those remaining locations, with a capital contribution of up to $3,000 per funded location.

f. The post-merger company shall conduct an annual consultation with Resident-Based Committees, Metropolitan Planning Organizations, and community-based organizations to create ongoing input on the post-merger company's capital investment and deployment. The post-merger company shall consult with Tribal governments adjacent to or within the post-merger company footprint. The post-merger company shall consult with affected Tribes and respond to CETF requests to meet with Tribes in the service area. The post-merger company shall provide a designated Tribal Liaison point of contact.

g. The post-merger company shall invest $5 million in Community Development Financial Institutions to channel capital to small businesses in California that have historically lacked adequate access to credit.

h. A senior level executive of the post-merger company shall attend the Commission's annual Supplier Diversity En Banc hearings and shall broaden its outreach to focus on small businesses and supplier diversity, including economically disadvantaged communities in California.

i. The post-merger company shall invest $2 million over a three-year period to expand its existing VetConnect Program to two additional California military bases in the Combined Company Service Area to help transition military personnel into the civilian workforce.

j. The post-merger company shall collaborate with CETF to:

    i. Conduct outreach to small businesses to become certified by the Commission's Supplier Clearinghouse to provide services or products to utilities and other providers participating in the Commission's Supplier Diversity Program;

    ii. List the Commission's minimum goals as contained in Section 8.2 of General Order 156 for procurement from women-, minority-, disabled veteran-, and LGBT-owned business enterprises as the short-, mid-, and long-term targets; and

    iii. Report its actual spend against Commission's goals.

4. The post-merger company shall, no later than 180 days after the Transaction closes, offer at least one battery backup option that provides 72-hours standby time to all new residential wireline voice service customers in California. In the alternative, the post-merger company

may satisfy this requirement by making available a three-pack of an existing battery backup solution, each unit of which provides 24 hours of standby time. The post-merger company shall provide an annual notice to all residential wireline voice service customers in California State disclosing relevant information regarding battery backup solutions. The post merger company shall report this compliance in an annual compliance report. ~~attest to this compliance in a Tier 1 advice letter to the Commission on March 1, 2027.~~

5. The post-merger company shall, for five years following the close of the Transaction (effective January 1, 2027), automatically issue a customer credit equal to 1/30th of the monthly price of the voice service for each day the service outage exceeds the 24-hour repair standard under General Order 133-E, or any successor regulation applicable to voice service providers in California. ~~lasts two hours or more.~~ Outages caused by an exemption event, as set forth in General Order 133-E, Section 2.2(c), shall be excluded. This customer credit shall be reflected on the customer's bill within 60 days after the last day of the billing period during which the customer experienced a service outage lasting 24~~two~~ hours or more, consistent with General Order 133-E (or any such successor regulation). The automatic customer credit applies only to charges associated with ~~the~~ voice service. Any credit issued under this Ordering Paragraph shall be consolidated with, and shall not be duplicative of, any credit to which the customer is otherwise entitled under General Order 133-E (or any successor regulation) for the same service outage.

6. For three years following the close of the Transaction (effective January 1, 2027), or until the Commission adopts generally applicable outage-credit regulations for broadband service, whichever is shorter, for network outages in which a standalone broadband customer is unable to access the internet for twenty four (24) ~~two (2)~~ hours or more ~~in a day~~, the post-merger company shall automatically issue a customer credit equal to 1/30th of service's monthly bill for each day the outage ~~lasts 2 hours or more~~ exceeds the 24-hour repair standard. Outages caused by an exemption event. Outages caused by ~~natural catastrophes or planned overnight scheduled maintenance in which a customer is notified prior to the maintenance~~ an exemption event, as set forth in General Order 133-E, Section 2.2(c) shall be excluded. The post-merger company shall reflect applicable automatic customer credits on the customer's bill within 60 days after the last day of the billing period to which the credit applies. The automatic customer credit applies only to charges associated with the service.

7. Within 9 months of the Commission's approval of the transaction, the post-merger company shall audit its relationships with Public, Educational, and Government-Access (PEG) Channels and develop a report that discloses the parameters of each contractual relationship, including:

    a. The fees charged to and paid by each PEG channel within the post-merger company footprint over the past 10 years~~;~~ and a recitation of the law about charging fees to PEG channels; and within 10 months~~, a 12-month repayment plan for any moneys collected over the past 7 years~~;

    b. A narrative as to how the post-merger company is complying with ~~current Commission jurisdiction,~~ Public Utilities Code Section 5870, for each PEG station;

    c. The public benefit channel number for each PEG station;

d. A narrative description of the treatment each PEG channel receives on cable channel guides and navigation systems;

e. A narrative describing the treatment of video content submitted by the public and the process by which it is prepared for and then broadcast.

The post-merger company shall submit that report no later than 9 months after the issuance of this decision, via a Tier 1 advice letter, and include an attestation that it has also sent the information to the ~~Alliance for Community~~ Media Alliance~~, the Public Benefits Channel trade organization~~.

8. The post-merger company shall, upon request, broadcast all Public, Educational, and Government-Access (PEG) programming throughout its cable television ~~entire footprint the entire~~ service area ~~territory at~~ in High-Definition (HD) ~~streaming quality~~. A community's written request for HD carriage shall serve as the required notice. The post-merger company shall, no later than 180 days after receipt of such request, complete all measures reasonably necessary to implement such HD carriage. PEG programming schedules shall be made available on all applicable electronic programming guides, provided that the community has delivered the necessary programming data. The obligation to provide HD channel transmission and access to the electronic program guide applies only to the requesting community's Primary PEG Channel feed. The post-merger company shall, immediately following the issuance of this decision, cease charging PEG channels for any services inconsistent with ~~per~~ Public Utilities Code Section 5870.

9. For residential customers with a valid "price for life" agreement for any Covered Service entered prior to the transaction close, the post-merger company shall honor the agreement in accordance with its terms, provided the post-merger company is practically capable of doing so, and only for the period in which service remains generally available for sale.

10. The post-merger company shall not charge fees to residential cable television service customers to exchange equipment when a consumer requests an upgrade or downgrade of service or chooses to return rented equipment for such cable television service. Nothing herein shall preclude the post-merger company from charging customers to return or exchange equipment by mail or other similar delivery means, or for any installation charge or service call requested by the customer for the purpose of performing such equipment exchange.

11. Each mitigation measure adopted in the preceding Ordering Paragraphs, outside of the Settlement Agreements, shall remain in effect for five years following the close of the Transaction, unless otherwise stated.

12. The request for expedited treatment of the settlement agreement between Charter Communications, Inc., Charter Holdings, LLC, Cox Enterprises, Inc., Cox California Telecom, and California Emerging Technology Fund is denied.

13. All outstanding motions filed in this proceeding that have not yet been ruled on are denied.

14. Application 25-07-016 is closed.