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

Joint Application of Charter Communications, Inc., Charter Communications Holdings, LLC, and Cox Enterprises, Inc. for Approval Pursuant to Public Utilities Code Section 854 of the Indirect Transfer of Control of Cox California Telcom, LLC (U-5684-C)	Application 25-07-016

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

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Pursuant to Rule 14.3 of the Commission's Rules, Joint Applicants[1] respectfully submit these Reply Comments on the ALJ PD issued by ALJ Ormond on July 9, 2026.

I. INTRODUCTION

The record overwhelmingly supports the APD's conclusion that the Transfer, Settlements,[2] and additional mitigation measures—which Joint Applicants accept, subject to minor revisions—serve the public interest and address *all* concerns reasonably raised in this proceeding.[3] Although Non-Settling Intervenors[4] critique the APD, none identifies any credible, legitimate "factual, legal or technical" error.[5] They also fail to rehabilitate the ALJ PD's fundamental flaws, its novel and legally questionable "Joint Settlement," or its extraneous conditions. Instead, they relitigate requests for more mitigation measures premised on their preferred policy outcomes, resting on misstatements of fact or law, and mitigating no Transfer-specific harm. The ALJ PD also deviates from longstanding Commission precedent, resulting in "clear legal error and technical inconsistency," by improperly superseding Settlement terms, and imposing extraneous measures with no record support.[6] It would materially impede Charter's ability to compete and jeopardize the Transfer's public benefits altogether. Joint Applicants therefore urge the Commission to adopt the APD, with their modest proposed revisions, and reject the ALJ PD on August 13, 2026.

II. NON-SETTLING INTERVENORS' SUPPORT FOR THE ALJ PD CANNOT REHABILITATE ITS FLAWS

Joint Applicants' and CETF's opening comments demonstrate the legal and factual errors in the ALJ PD's unprecedented *and unnecessary* decision to supersede the carefully crafted Settlements.[7] The ALJ PD's reliance on alleged "due process concerns"[8] ignores that Joint Applicants strictly followed the Rule 12 settlement procedure, and that most "Joint Advocates" sought party status only *after* discovery closed and testimony was served, obtaining it *after* evidentiary hearings began. As CETF notes, Settling Parties *fully complied* with Rule 12,[9] and claims that "Joint Advocates had no opportunity to provide

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[1] Capitalized terms have the meanings given in Joint Applicants' ALJ PD comments. All cites to "Comments" or "Reply Comments" refer to comments on the ALJ PD and/or APD filed July 29, 2026, unless stated otherwise.

[2] "Settlements" refers to Joint Applicants' settlement agreements with Cal Advocates and CETF.

[3] APD at 48-49.

[4] "Non-Settling Intervenors" refers collectively to Joint Advocates, The Utility Reform Network ("TURN"), the Media Alliance, and National Institute for Workers' Rights ("NIWR").

[5] Rule 14.3(c) ("Comments **shall focus** on factual, legal or technical errors … Comments which fail to do so **will be accorded no weight**.") (emphasis added).

[6] CETF Comments at 9; *see also* ALJ PD Comments at Sections III and IV.

[7] *See* ALJ PD Comments at Section IV.

[8] ALJ PD at 88.

[9] CETF Comments at 5.

feedback" are false. Relying on those misstatements to impose additional terms is legal error.

The ALJ PD and supportive commenters erroneously evaluate the Settlements by asking whether "more is necessary" to satisfy Non-Settling Intervenors' policy preferences.[10] Rule 12.1(d) asks not whether a settlement satisfies *every* intervenor, but whether it "produces a just and reasonable outcome." Neither Non-Settling Intervenors nor the ALJ PD identifies a legal basis to supersede Settlements with sophisticated parties, Cal Advocates and CETF, to advance those preferences.[11] *In contrast*, the APD correctly finds the Settlements, "when paired with the mitigations" that Joint Applicants accept (subject to minor revisions), "address concerns raised by parties outside the agreement, [and] are in the public interest"[12]—*without* the ALJ PD's unprecedented errors.

III. PROPOSALS TO ADD CONDITIONS TO THE ALJ PD RELITIGATE PRIOR POSITIONS WITHOUT RECORD SUPPORT OR EVIDENCE OF FEASIBILITY

To pursue additional mitigation measures, Non-Settling Intervenors claim the Settlements left issues "unaddressed,"[13] but this misapprehends the Commission's settlement-review standard and is premised on repeated factual misrepresentations.[14] The only matters left "unaddressed" are Non-Settling Intervenors' unjustified policy preferences, which are detached from any Transfer-specific harm. Ignoring that California law requires findings supported by "substantial evidence in light of the whole record,"[15] they propose conditions going even further than the ALJ PD, compounding the legal infirmities of both.

TURN: OP-20; Footprint-wide gigabit-symmetrical upgrades; deployment modifications. TURN offers no analysis of the feasibility of *expanding* the ALJ PD's already-infirm buildout mandate, nor evidence that Charter's or Cox's footprint will contain unserved or underserved locations.[16] Federal

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[10] ALJ PD at 87.

[11] Joint Applicants' Reply Comments in Support of Settlement Agreements ("Settlement Reply Comments") at 7-8 (June 16, 2026).

[12] APD at 49.

[13] Joint Advocates' Comments at 8-9; TURN ALJ PD Comments at 1-2.

[14] As one example, Joint Advocates' claim that the proposed low-income offerings "appear[] to be identical to the post-merger company's pricing for all residential customers" conflates two Settlement benefits. The $50 New California LifeLine Service Tier bundles wireline voice, so Californians can apply the bundled $30 LifeLine discount to save more money. Separately, Charter's current $50 promotional price for its 500/20 Mbps new-customer offering is included in its *promotional* pricing commitment. The pricing of each plan is an independent, additional benefit. Joint Advocates' apparent unfamiliarity with that statewide promotional price is no basis to find ambiguity. *See* Settlement Reply Comments at 21.

[15] Cal. P.U.C. § 1757(a); Joint Applicants' Reply Brief ("Reply Br.") at 8.

[16] TURN also seeks California-specific definitions of "unserved" and "underserved" locations. FCC maps govern *every* provider's federal reporting obligations, and TURN offers no reason Charter alone should face a bespoke definition, no location that would be classified differently, and no Transfer-specific harm a redefinition would address. FCC rules require accurate availability reporting: Charter may report a location as served only if it could

approval of California's BEAD plan funds connections to all such locations, mooting buildout concerns.[17]

TURN's claim that Charter's network upgrade is not a mitigation measure because it already offers gigabit download speeds ignores that the upgrade will make those speeds *symmetrical*.[18] The record shows deploying symmetrical speeds is a multi-year, technology-specific process funded by a $275 million commitment, and TURN offers no cost estimate or evidence of equipment and labor availability for an expedited 18-month schedule.[19] TURN also provides no basis to conclude those commitments will bypass ESJ communities, nor could it, since upgrading *every* location in Charter's legacy footprint will necessarily include substantial ESJ communities.

TURN: OP-3; OP-17: Reporting employee headcount and demographics; remediation. Charter already reports the composition of its California workforce through annual DIVCA filings, and TURN does not explain what its duplicative reporting would reveal.[20] Its concern that reporting framed as "changes" and "updates" under OP-17 will let the post-Transfer company obscure adverse trends is speculation premised on unproven *intent*, and its workforce remediation condition is triggered by a scenario TURN has not demonstrated that the Transfer is likely to cause.

TURN: Quarterly, anonymous employee surveys; business resource groups as a reporting source. TURN recycles these Verizon/Frontier conditions, but the record shows Charter already prioritizes exceptional employee treatment and workforce investment—as its workplace-environment awards and distinctions illustrate—and addressed workforce issues in its Settlements.[21] Nothing in the record supports converting voluntary employee groups into a reporting instrument, nor any harm this mitigates.

TURN: OP-9; OP-15: G.O. 133 Tribal land reporting; Tribal-community identification. Charter meets every applicable G.O. 133 standard, and TURN identifies no unmet installation request on Tribal lands—the predicate for its proposal—because Charter has no franchise to serve residents on California Tribal lands, where the Tribes have most often, instead, chosen to either provide their own service or get it elsewhere.[22] Charter already commits to expand Tribal outreach and engagement, and TURN identifies

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initiate service through a "standard broadband installation" within ten business days, with no charges or delays from extending its network. TURN ALJ PD Comments at 3-4; 47 U.S.C. § 641(14); 47 C.F.R. § 1.7001(a)(19).

[17] Reply Br. at 29; ALJ PD Comments at 8. While Non-Settling Intervenors prefer fiber for every remaining location, no record evidence shows such a condition would be reasonable, as no unsubsidized provider has done so.

[18] Errata Rebuttal Testimony of Adam Falk (Ex. 21) at 16-17 (Apr. 13, 2026).

[19] ALJ PD Comments at 9.

[20] Reply Br. at 42.

[21] Joint Applicants' Opening Brief ("Opening Br.") at 18-19.

[22] APD Comments at 7; Reply Br. at 33 & nn.183, 185; Tr. Vol. 6 (Falk) at 686:4-11 (Apr. 21, 2026) ("[T]ribes are obviously outside of the DIVCA state franchise process …. And in California we don't have those partnerships;

no Tribal community Charter has authority to serve that would go unidentified (because none exist).

TURN: OP-10; OP-14: Price-freeze baseline and "income-qualified program" definition; promotional pricing. Charter has committed to statewide promotional pricing, subject to carefully crafted Settlement terms preserving limited, local promotions that Cal Advocates recognized as benefitting consumers, which TURN's proposal would eliminate based on a disproven "discriminatory pricing" theory that Cal Advocates' study disproves.[23] TURN identifies no Transfer-specific harm that its revised price-freeze condition or an expanded "income-qualified program" definition would address. Instead, the record shows the Transfer improves affordability with *billions* in estimated savings.[24]

TURN: OP-13: Outage-credit reporting. Charter accepts outage-credit conditions for wireline voice and broadband conformed to G.O. 133-E, as contemplated in its comments on the APD, but TURN identifies no record harm justifying monthly, census-tract-level reporting. Any outage-credit condition should conform to generally applicable G.O. 133 requirements which do not become effective until January 2027.[25] There is no basis for a disparate outage-credit regime applicable to Charter alone.

TURN: OP-18; OP-19: Customer battery backup availability. These modifications address no Transfer-specific harm, lack record evidence justifying obligations on Charter alone, and contravene longstanding Commission policy on customer premises backup power.[26] Charter already informs customers of the need for voice battery backup during outages.[27] The Verizon/Frontier condition was premised on Verizon retiring independently powered copper plant for fiber, which is not the case here.[28]

Joint Advocates: Extended pricing commitment durations. As CETF notes, a five-year term is "consistent with" its recent Commission-approved settlements.[29] Although Verizon's settlement included terms for low-income plan eligibility, that proceeding involved a company (Frontier) with ILEC obligations, a recent bankruptcy, plans to retire copper, well-documented service-quality problems, and prior Commission orders already requiring those longer commitments, which obligate Verizon to offer

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because there are no tribes that have wanted to enter into those agreements with us.").

[23] Settlement Reply Comments of the Public Advocates Office at 8 (June 16, 2026) ("Cal Advocates Settlement Reply Comments") (Cal Advocates' Competitive Report "does not include a finding that income level is a determination of competitive conditions…") (citing Ex. Cal Adv-08 (Ye), Exhibit D-14, Competitive Report at 16).

[24] Opening Brief of the Public Advocates Office at 5-6.

[25] D.25-09-031 at 196 (adopting G.O. 133-E).

[26] APD Reply Comments at 4.

[27] Reply Br. at 38.

[28] *Re Verizon Commc'ns Inc.*, D.26-01-023, 2026 Cal. PUC LEXIS 23; *see* APD Reply Comments at 4.

[29] CETF Comments at 6.

California LifeLine through late 2041.[30] Joint Advocates identify no basis to conclude the negotiated Settlement durations in *this* record were unreasonable or any Transfer-specific *harm* requiring extension.

Joint Advocates: Extended prohibition on equipment charges to Wi-Fi-capable equipment. Joint Advocates would broaden a term existing only in the ALJ's proposed "Joint Settlement," which no party proposed or executed, superseding carefully negotiated Settlement terms with a prohibition covering *any* Wi-Fi-capable equipment furnished to customers on low-income plans—a condition Charter could not reasonably meet. The low-income offerings in the Settlements were carefully negotiated by sophisticated parties representing consumers, and neither the Settlements nor the record supports imposing that broader restriction on a single provider's competitive, optional offerings.

NIWR: OP-16; OP-17: Mandated recruitment pipeline; employee survey; workforce reporting. NIWR's arguments, like TURN's, are based on general developments in the national regulatory landscape and treat any failure to adopt its preferred initiatives as tantamount to discrimination absent any evidence or other Transfer-specific nexus.[31] NIWR did not participate in the proceeding and gained party status only on June 4, 2026, weeks after evidentiary hearings and on the eve of final briefing, and it has no basis to challenge a decision built on a record it never developed. The Verizon/Frontier conditions NIWR relies on involved a different record, parties, and workforce, and are neither appropriate nor applicable here.

IV. CONCLUSION

None of the conditions Non-Settling Intervenors propose is grounded in any Transfer-specific harm; instead, they reflect recycled policy objectives and should be rejected. For these and the reasons in their opening comments, Joint Applicants urge the Commission to reject the ALJ PD and adopt the APD.

Respectfully submitted,

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[30] D.21-11-030 at 35.

[31] NIWR Comments at 6, 9; APD Reply Comments at 5; Reply Br. at 42-44 (addressing lack of record support for similar workforce recruitment and reporting proposals).