

**ATTACHMENT A**

**SETTLEMENT AGREEMENT BETWEEN  
THE CONSUMER PROTECTION AND ENFORCEMENT DIVISION  
AND COX CALIFORNIA TELCOM, LLC,  
DBA COX COMMUNICATIONS**

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AND COX CALIFORNIA TELCOM, LLC, DBA COX COMMUNICATIONS**

Pursuant to Article 12 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”), the Commission’s Consumer Protection and Enforcement Division (“CPED”) and Cox California Telcom, LLC, (U-5684-C), dba Cox Communications (“Cox”), each referred to individually as a “Party” and together as “the Settling Parties,” have agreed on the terms of this Settlement Agreement, which they now submit for consideration and approval by the Commission via a resolution.

**I. GENERAL PROVISIONS**

A. This Settlement Agreement is intended to be a full and final resolution of all issues related to CPED’s investigation into Cox’s billing practices for its failure to include the appropriate Commission Consumer Affairs Bureau (CAB) toll-free telephone number on certain bills and billing notices, during the time period of January 2014 to January 2018, and all periods of time prior to the date of this Settlement Agreement, for alleged failures to comply with Public Utilities Code section 2890(d)(2)(B), Resolution CSD-5, and General Order 96-B.

B. The Settling Parties have agreed upon the resolution of each issue addressed in the Settlement Agreement on the basis that its approval by the Commission should not be construed as an admission or concession by either Party regarding any matter of fact or law that may have been in dispute in this proceeding. Furthermore, consistent with Rule 12.5 of the Commission’s Rules, the Settling Parties intend that the approval of this Settlement Agreement by the Commission should not be construed as a precedent or statement of policy of any kind for or against either Party in any current or future proceeding with respect to any issue addressed in the Settlement Agreement.

C. This Settlement Agreement is the product of a process of direct negotiation between the Settling Parties. The Settling Parties agree that this Settlement Agreement is an integrated agreement, so that if the Commission rejects or modifies any portion of this Settlement

Agreement or modifies the obligations placed upon Cox from those that the Settlement Agreement would impose, each Party shall have the right to withdraw. Furthermore, the Settlement Agreement is being presented as an integrated package such that Settling Parties are agreeing to the Settlement Agreement as a whole rather than agreeing to specific elements of the Settlement Agreement.

D. The Settling Parties agree that no signatory to the Settlement Agreement assumes any personal liability as a result of his or her execution of this document. All rights and remedies of the Settling Parties with respect to the Settlement Agreement are limited to those available before the Commission.

E. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts together shall constitute one and the same instrument.

F. This Settlement Agreement constitutes the entire agreement between the Settling Parties and supersedes all prior or contemporaneous agreements, negotiations, representations, warranties, and understandings of the Settling Parties with respect to the subject matter set forth herein or otherwise relevant to this proceeding.

## **II. AGREEMENT**

A. **Customer Notices and Bill Review.** Commencing ninety days after the date the Commission approves the resolution adopting the Settlement Agreement (“Resolution Effective Date”), and for two years commencing on the Resolution Effective Date, with reporting on a quarterly basis (i.e. within 30 days after the end of each calendar quarter), Cox will review its customer bills and late payment notices to verify that they include the information above. Cox will confirm in writing to UEB (“Utilities Enforcement Branch”) that this review has been completed.

B. **Cox will contribute funds to the Connect2Compete program.**

1. Cox will contribute funds in the amount of \$350,000 to the Connect2Compete program (“C2C Contribution”). The Connect2Compete (“C2C”) Program is administered by the Cox family of companies. The C2C Program provides low-cost home internet to customers with at least one K-12 student and who already qualify for a government assistance program. The

C2C Program benefits families with school age children by offering a reliable, high-speed internet connection at the home, which is critical to the quality of a student's education. The C2C Contribution will be applied to monthly service fees for the C2C service offering. The Settling Parties agree to seek approval for the Settlement Agreement by September 2020, so that the C2C Contribution may be available to support families with kids going back to school in the fall. For example, Cox will commence efforts to implement this requirement for C2C customers in approximately October 2020, provided that the Commission approves this Settlement Agreement by September 30, 2020. Cox making the C2C Contribution (a) does not subject internet service offered through the C2C Program to the Commission's jurisdiction for regulatory purposes; and (b) does not subject the Cox affiliate that provides internet service to C2C customers to the Commission's jurisdiction for regulatory purposes.

2. Cox will report to UEB the amounts contributed on a quarterly basis until the full amount is satisfied. The report shall include the number of C2C subscribers that received a credit per month and the amounts of credit applied to monthly service fees for each such subscriber.

### III. CONCLUSION

The parties mutually believe that, based on the terms and conditions stated above, this Settlement Agreement is reasonable, is consistent with the law and is in the public interest.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the Effective Date.

Dated: August 20, 2020

COX CALIFORNIA TELCOM, LLC, (U-5684-C),  
dba COX COMMUNICATIONS

By: Sam K. Attisha  
Sam Attisha  
Senior Vice President & Region Manager

Dated: August 21, 2020

CONSUMER PROTECTION &  
ENFORCEMENT DIVISION, CPUC

By: Jeanette Lo  
Jeanette Lo  
Chief, Utility Enforcement Branch