

EXHIBIT TURN-27

**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)

A.25-07-016

[PUBLIC]

**INTERVENOR SUPPLEMENTAL TESTIMONY OF DAVID BREVITZ, C.F.A.
ON BEHALF OF THE UTILITY REFORM NETWORK**

[All Highly Confidential Material Redacted]

April 9, 2026

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1 **I. QUALIFICATIONS AND EXPERIENCE**

2 **Q.1: Please state your name and business address.**

3 A.1: My name is David Brevitz, and my address is Brevitz Consulting Services, 5804 W. 124th
4 St., Overland Park, Kansas 66209.

5 **Q.2: What is your occupation and current employer?**

6 A.2: I am a self-employed Independent Regulatory Consultant.

7 **Q.3: On whose behalf is your testimony offered?**

8 A.3: The Utility Reform Network (“TURN”). TURN advocates for affordable and dependable
9 utility services before the California Public Utilities Commission and is committed to
10 ensuring affordable phone and broadband services are available to California residents.

11 **Q.4: Are you the same David Brevitz who prefiled Direct and Rebuttal Testimonies on**
12 **behalf of TURN on February 11, 2026, and March 10, 2026?**

13 A.4: Yes.

14 **Q.5: What is the purpose of your testimony?**

15 A.5: I have been asked by TURN to respond to the additional information filed by the Joint
16 Applicants in response to the ALJ’s Fifth Ruling Directing Filing of Additional
17 Information Within 10 Days issued on March 18, 2026.¹ The Fifth Ruling required Joint
18 Applicants to provide “detailed information in response to comments made at the recently
19 completed public participation hearings,”² seeking information in specified areas. I will

¹ Administrative Law Judge’s Fifth Ruling Directing Filing of Additional Information Within 10 Days (issued Mar. 18, 2026) (“ALJ’s Fifth Ruling”).

² ALJ’s Fifth Ruling, page 5.

1 also address findings from the New York Public Service Commission’s Order granting
2 Charter and Cox’s Joint Petition, subject to conditions.³

3 **II. REDUCED CUSTOMER BILLS**

4 **Q.6: What information did the ALJ’s Fifth Ruling seek from Joint Applicants regarding**
5 **reduced customer bills?**

6 A.6: Speakers at public participation hearings expressed support for the proposed transaction
7 because they believe “their bills would be reduced by thousands or hundreds of dollars
8 every year.”⁴ The Fifth Ruling therefore sought specific data and support from Joint
9 Applicants for customers’ perceptions expressed in the Public Participation Hearings that
10 their bills would be reduced by thousands or hundreds of dollars every year. The specific
11 data sought was the specific dollar amount customers should expect their post-merger
12 bills will be reduced monthly, quarterly, and annually; description of how customers will
13 see the difference in amount owed and how they will understand it is lower; whether all
14 future customer promotions and planned offerings will be available to all post-merger
15 customers regardless of geographic location; description of how customers on higher cost
16 plans will be identified and transitioned to lower cost plans; and, the description of the
17 quarterly reporting the Commission and the Legislature will receive on the customer bill
18 reductions and the amount of money saved by customers post-merger.⁵

19 **Q.7: Did Cox provide specific information regarding expected reduced customer bills?**

³ Exhibit TURN-28.

⁴ ALJ Fifth Ruling, page 5.

⁵ ALJ Fifth Ruling, page 6.

1 A.7: No. Cox deferred all answers to questions regarding the post-merger entity to Charter,
2 which includes expected customer bills post-merger. Cox stated “[a]s the acquiring
3 entity, Charter is in the position to and will answer questions related to the post-merger
4 company in Charter’s concurrently submitted response to the ALJ Ruling (“Charter
5 Response”). Accordingly, [Cox] refers to the Charter Response for each of those
6 questions.”⁶

7 **Q.8: Did Charter’s Response to the ALJ Fifth Ruling provide the required information**
8 **regarding expected reduced customer bills?**

9 A.8: No. Charter confirms the statement many customers have relied upon as a commitment
10 for the impact of the proposed merger: “subscribers can save hundreds or even a thousand
11 dollars per year.”⁷ But Charter indicated “there are many variations of products, service
12 tiers, and offerings” and then states “the amount that customers should expect to save will
13 vary upon the services selected.”⁸ “Whether the customer takes wireline voice service or
14 any number of other offerings, such as in-home WiFi and video customer premises
15 equipment, may also impact the savings they can expect to see.”⁹ “As a result, Charter
16 cannot present a definitive savings amount per customer.”¹⁰ Charter included a variety of

⁶ Response to Administrative Law Judge Inquiry, submitted by Cox Enterprises, Inc., March 30, 2026, at page 1. (“Cox Response to ALJ Fifth Inquiry”)

⁷ Response to Administrative Law Judge Inquiry, submitted by Charter Communications, Inc. and Charter Communications Holdings, LLC, March 30, 2026, at page 3. Emphasis added. (“Charter Response to ALJ Fifth Inquiry”)

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

1 similar claims which merely echo Joint Applicants’ direct testimony.¹¹ Finally, Charter
2 stated

3 Charter offers customers a better value across both its standalone and
4 bundled offerings for customers switching to Charter. This includes, for
5 example, providing customers with access to Internet Gig plus two
6 Spectrum Mobile Unlimited Lines bundles for home and mobile
7 broadband services, resulting in potential savings of \$1,000 or more per
8 year off of a customer’s total price as compared to many of Charter’s
9 competitors’ bundled connectivity options.¹²

10 A persistent caveat from Charter throughout is “[p]ricing is subject to change in the
11 ordinary course of business in light of marketplace conditions, including costs,
12 competitive offerings, and customer demand, and Charter cannot, as a result, make
13 specific commitments about future pricing or speeds at this time.”¹³

14 **Q.9: What is Charter’s source for the claim “subscribers can save hundreds or even a
15 thousand dollars per year”?**¹⁴

16 A.9: \$1000 is the promoted offer by Charter to new customers: “Charter currently guarantees
17 new customers \$1,000 in savings in their first year if they switch their mobile service
18 from AT&T, T-Mobile, or Verizon to at least two Spectrum Mobile Unlimited lines and
19 transfer their internet service from any provider to Spectrum Internet Advantage or a
20 higher-speed tier.”¹⁵ Also, “Depending on the plans and bundles they select, individual
21 consumers can potentially save \$1,000 or more per year compared to many of Charter’s

¹¹ See, e.g., Falk Opening Testimony, page 29, line 14 to page 30, line 7; Rebuttal Testimony of Adam Falk, Senior Vice President, State Government Affairs, Charter Communications, Inc., on Behalf of Joint Applicants (Mar. 4, 2026), page 11, line 19 to page 12, line 1.

¹² Charter Response to ALJ Fifth Inquiry, page 6.

¹³ *Id.*, page 6, footnote 14.

¹⁴ *Id.*, page 3.

¹⁵ *Id.*, page 5, emphasis added.

1 competitors’ bundled connectivity options.”¹⁶ The \$1000 figure can be derived as an
 2 approximation from the service comparison tables in the Joint Application at page 34,
 3 Charter’s Response to TURN 2.8, Falk Testimony at page 18 and Charter’s Response to
 4 the ALJ Inquiry at page 7. The same table recurs in Charter’s quarterly earnings
 5 presentations to investors,¹⁷ and in Charter’s¹⁸ **[BEGIN CHARTER HIGHLY**
 6 **CONFIDENTIAL]** [REDACTED] **[END CHARTER HIGHLY CONFIDENTIAL]**

	1G Internet + Mobile	Spectrum	AT&T	Verizon	Verizon 5G Home Ultimate	T-Mobile Home Internet
Joint Application, page 24	Total Promotional Price	\$ 100.00	\$ 208.68	\$ 232.99	\$ 218.00	\$ 189.00
Source: Charter 2Q 2025 results, p. 5.	Total Persistent price	\$ 145.00	\$ 208.68	\$ 232.99	\$ 218.00	\$ 189.00
	Promotional Price "Savings"		\$1,304.16	\$1,595.88	\$1,416.00	\$1,068.00
	Persistent Price "Savings"		\$ 764.16	\$1,055.88	\$ 876.00	\$ 528.00
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Charter Response to TURN 2.8	Total Promotional Price	\$ 100.00	\$ 183.82	\$ 216.16	\$ 216.17	\$ 185.27
Prices as of September 30, 2025	Total Persistent price	\$ 145.00	\$ 183.82	\$ 231.16	\$ 216.17	\$ 185.27
	Promotional Price "Savings"		\$1,005.84	\$1,393.92	\$1,394.04	\$1,023.24
	Persistent Price "Savings"		\$ 465.84	\$1,033.92	\$ 854.04	\$ 483.24
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Charter Response to ALJ Inquiry, page 7	Total Promotional Price	\$ 100.00	\$ 196.95	\$ 199.66	\$ 199.67	\$ 196.10
(Identical to 4Q 2025 results presentation)	Total Persistent price	\$ 145.00	\$ 206.95	\$ 214.66	\$ 199.67	\$ 196.10
Prices as of January 20, 2026	Promotional Price "Savings"		\$1,163.40	\$1,195.92	\$1,196.04	\$1,153.20
	Persistent Price "Savings"		\$ 743.40	\$ 835.92	\$ 656.04	\$ 613.20

7
 8 **Q.10: Is this pricing comparison table provided by Joint Applicants in the Public Interest**
 9 **Statement in the Federal Communications Commission (FCC) proceeding?**

10 **A.10:** The Public Interest Statement filed by Joint Applicants at the FCC contains the same
 11 table at page 32, although the depiction for T-Mobile is lower due to the use of a lower

¹⁶ Joint Application of Charter Communications, Inc., Charter Communications Holdings, LLC, and Cox Enterprises, Inc. for Approval Pursuant to Public Utilities Code Section 854 of the Indirect Transfer of Control of Cox California Telecom, LLC (July 30, 2025), page 24. (“Joint Application”) Emphasis added.
¹⁷ See, e.g., Charter, Charter Communications Fourth Quarter and Full Year 2025 Results (Jan. 30, 2026), at page 5, available at <https://ir.charter.com/static-files/991e6bf4-a76f-4d84-a2de-751411e6ef85>.
¹⁸ See, e.g., Exhibit TURN-CHTR-HCI-19 at CHARTER-TURN-DR001-Q2-0000205; Exhibit TURN-15-CHTR-HCI at CHARTER-TURN-DR001-Q2-0000619.

1 price for T-Mobile Home Internet.¹⁹ There, Charter states “Depending on the plans and
2 bundles they select, individual consumers can potentially save \$900 or more per year
3 compared to other bundled connectivity providers.”²⁰ The \$900 figure (lower than the
4 \$1000 figure in this proceeding) is from a table provided to investors in Charter’s
5 reporting of 1Q 2025 results, which includes a lower price for T-Mobile Home Internet.
6 Charter’s reporting of 1Q 2025 results is a public document. Therefore, I have included
7 data from the most recent public document (reporting of 4Q and Full Year 2025 results
8 on January 30, 2026) in the public portion of my testimony above.

9 **Q.11: Does the pricing comparison provided by Charter include and address all its**
10 **significant service bundles?**

11 A.11: No. The comparison only includes 1Gig internet plus mobile service. Spectrum’s
12 “choose your bundle” webpage promotes bundling of four services: internet, mobile, TV
13 and voice services – the largest bundles include all four services, including TV channels,
14 streaming video apps, and advanced Wi-Fi.²¹ None of these are addressed or included in
15 Charter’s pricing comparison. Cal Advocates sought comprehensive pricing and
16 subscriber information for all of Charter’s standalone services – voice, video, broadband
17 and mobile – and service bundles combining those services offered in California via Cal
18 Advocates Data Request 2.1.²² Charter provided only a list of broadband plans and
19 mobile plans, and the number of subscribers for those individual plans. Charter refused
20 to provide video information “on the basis that video programming is beyond the

¹⁹ Exhibit TURN-29, page 32.

²⁰ *Id.*

²¹ *See* Exhibit TURN-30.

²² Exhibit TURN-31-CHTR-HCI, page 5.


1 Commission’s jurisdiction” and claimed “video service is irrelevant to this proceeding.”²³

2 The same argument could be made regarding mobile services, and Charter did not explain
3 why it provided information for mobile services but refused to do so for video services.

4 **Q.12: Please provide your assessment of whether Charter has adequately described “the**
5 **specific dollar amount customers should expect their post-merger bills will be**
6 **reduced” to the Commission.**

7 A.12: Charter’s response to the ALJ’s inquiry is far from adequate for several reasons. First,
8 Charter still does not make clear that the \$1000 savings estimate does not apply to current
9 Spectrum customers. The Commission needs to consider potential savings from the
10 proposed transaction for at least three groups of customers: the millions of current
11 Charter California customers, the hundreds of thousands of current Cox customers, and
12 lastly customers of other providers that may switch to Spectrum services. In its public
13 statements on merger savings, Spectrum focuses on a marketing figure that is
14 unconnected to the merger and exists even without the merger. It is no wonder current
15 Spectrum and Cox customers are confused about what savings to expect from the merger
16 because Charter statements regarding merger savings, emphasizing that the \$1000
17 savings figure for customers switching providers have no specific, concrete applicability
18 to current customers. Thus, the comments of customers in the public participation
19 hearings and the necessity of the question in the ALJ’s Fifth Inquiry about what specific
20 savings on their bill customers may expect. Second, the savings estimate appears to be
21 based primarily on Spectrum’s promotional rate (\$100) for first year savings to a
22 customer who switches from another service provider. Savings to a customer who

²³ Exhibit TURN-31-CHTR-HCI, page 2.

1 switches based on Spectrum’s “persistent rate” (\$145) are saving less than \$1000
2 annually as can be seen from the table above. The highest indicated “persistent rate”
3 savings are \$836 vs. Verizon. Third, the analysis is only for a bundle of internet plus
4 mobile service – video services are excluded. Charter has refused to provide information
5 about bundles including video services,²⁴ which leaves out a major bundle component for
6 packages subscribed to by many California consumers. On its face, Charter does not
7 estimate merger-specific dollar savings for Charter’s most prominent bundle – internet,
8 video, mobile and voice service. Charter advertises \$1000 savings for customers who
9 switch from another provider to Spectrum. Spectrum’s “Let’s build your Package”
10 webpage states “Switch and Save \$1000. Guaranteed. Switch to Spectrum Fiber-
11 Powered Internet and Mobile – save \$1000 in the first year, or we’ll cover the difference
12 with the Spectrum Savings Guarantee.”²⁵ Thus, the touted \$1000 savings provide no
13 benefit for the millions of existing Spectrum customers in California and certainly don’t
14 extend any merger-specific savings to California consumers. Charter’s “as much as
15 \$1000 savings” statement obfuscates the fact that it pertains only to customers who
16 switch from a competitor – not the vast number of existing Spectrum subscribers and
17 leaves an exaggerated and incorrect impression among existing Spectrum subscribers that
18 they will see reduced bills for their Spectrum services and bundles. Fourth, Charters’
19 claims regarding customer savings from the merger provide no merger-specific
20 commitment and are vague and general. Joint Applicants estimate **[BEGIN CHARTER**
21 **HIGHLY CONFIDENTIAL]**  **[END CHARTER HIGHLY**

²⁴ See Exhibit TURN-31-CHTR-HCI (excluding information on the video component of service bundles).

²⁵ Exhibit TURN-30.

1 **CONFIDENTIAL** synergies and cost efficiencies²⁶ in confidential documents, yet there
2 is no specific commitment to share the financial benefits from these merger-specific
3 synergies and cost efficiencies with California customers. The Joint Application states
4 “Adding Cox customers to Charter will also lead to substantial cost savings on a national
5 basis that the combined company can use to pursue network investments, as well as
6 innovative services and offerings for its customers.”²⁷ Other non-committal, vague and
7 general statements in Charter’s response include Charter’s purported “incentive to offer
8 customers low prices and better value;”²⁸ Charter will be “offering additional savings for
9 its existing and prospective customers alike;”²⁹ Charter will offer “speed increases for
10 customers on certain plans;”³⁰ an “overarching strategy . . . to offer better-value
11 packages;”³¹ and that “making prices low for all customers is core to Charter’s
12 philosophy.”³² In addition, the response diverges into non-germane subjects such as
13 touting its “first-of-a-kind Customer Commitment.”³³ Careful parsing of the Charter
14 claims reveals Charter makes no specific commitments to lower bills for current
15 customers, and any related claims are highly conditional with no commitment to pass on
16 any merger specific savings to the millions of current Spectrum subscribers in California.

²⁶ Exhibit TURN-18, pages 25-27 (discussing synergies and cost efficiencies savings).

²⁷ Joint Application, page 21.

²⁸ Charter Response to ALJ Fifth Inquiry, page 4.

²⁹ *Id.*

³⁰ *Id.*

³¹ *Id.*, page 5.

³² *Id.*

³³ *Id.*, page 4. For discussion of the lack of specific, concrete, and measurable commitment associated with Charter’s “Customer Commitment” see my Direct Testimony at Exhibit TURN-01, pages 37-39 and Rebuttal Testimony at Exhibit TURN-18 at pages 24-25.

1 Furthermore, customer realization of any savings will be confounded³⁴ **[BEGIN**
2 **CHARTER HIGHLY CONFIDENTIAL]** [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED] **[END CHARTER HIGHLY**
6 **CONFIDENTIAL]** Charter intends to **[BEGIN CHARTER HIGHLY**
7 **CONFIDENTIAL]** [REDACTED]
8 [REDACTED]
9 [REDACTED] [REDACTED]
10 [REDACTED] **[END CHARTER**
11 **HIGHLY CONFIDENTIAL]** In fact, customer savings **[BEGIN CHARTER**
12 **HIGHLY CONFIDENTIAL]** [REDACTED]
13 [REDACTED]
14 [REDACTED] **[END CHARTER HIGHLY CONFIDENTIAL]**
15 Furthermore, Charter's **[BEGIN CHARTER HIGHLY CONFIDENTIAL]** [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED] **[END CHARTER HIGHLY**

³⁴ Exhibit TURN-CHTR-HCI-24 at CHARTER-TURN-DR001-Q2-0000430, CHARTER-TURN-DR001-Q2-0000436, CHARTER-TURN-DR001-Q2-0000439, CHARTER-TURN-DR001-Q2-0000441.

³⁵ *Id.* at CHARTER-TURN-DR001-Q2-0000430.

³⁶ *Id.* at CHARTER-TURN-DR001-Q2-0000436.

³⁷ *Id.* at CHARTER-TURN-DR001-Q2-0000439.

³⁸ *Id.* at CHARTER-TURN-DR001-Q2-0000441.

³⁹ Exhibit TURN-32-CHTR-HCI at CHARTER-TURN-DR001-Q2-0001064.

1 **CONFIDENTIAL]** Clearly, Charter intends **[BEGIN CHARTER HIGHLY**
2 **CONFIDENTIAL]** [REDACTED]
3 [REDACTED] **[END CHARTER HIGHLY CONFIDENTIAL]** the likelihood
4 of customers seeing reduced bills following the merger.

5 **Q.13: What commitment does Charter make in its Response to the ALJ’s Fifth Inquiry for**
6 **reduced bills for Cox customers in California following the acquisition?**

7 A.13: Charter recounts both promotional and “persistent, non-promotional” pricing for various
8 services in its Response to the ALJ’s Fifth Inquiry. Regarding standalone internet
9 services, Charter states it charges \$19 per month less than Cox for gigabit service (\$228
10 annual savings), and \$9 per month less than Cox for 500 Mbps service (\$108 annual
11 savings).⁴⁰ Regarding mobile services with unlimited data, Charter states its service is
12 less than Cox’s service by \$15 per month (\$180 annual savings) while receiving 15 GB
13 more data allowance and the ability to use WiFi hotspots.⁴¹ Charter also provides
14 examples of certain of its service bundles that cost less than Cox bundles.⁴²

15 **Q.14: Please provide your assessment of the adequacy of Charter’s commitment to**
16 **reducing customer bills for Cox customers following the acquisition.**

17 A.14: Charter observes that its current prices for video, internet, and mobile services are lower
18 than Cox prices, which suggests on its face Cox customers should see lower bills.
19 However, this expectation will be confounded by Charter’s **[BEGIN CHARTER**

20 **HIGHLY CONFIDENTIAL]** [REDACTED]

⁴⁰ Charter Response to ALJ Fifth Inquiry, page 8.

⁴¹ *Id.*, pages 9-10.

⁴² *Id.*, pages 11-12.

1 [REDACTED] **[END CHARTER**

2 **HIGHLY CONFIDENTIAL]** as made clear by the answer to Question 12, above.

3 Information provided in response to Question 12, above, makes clear that Charter plans

4 **[BEGIN CHARTER HIGHLY CONFIDENTIAL]** [REDACTED]

5 [REDACTED] **[END CHARTER HIGHLY CONFIDENTIAL]**

6 **Q.15: What description of how customers will be able to see the difference in the amount**
7 **owed on their post-merger bills and how they will be able to understand that**
8 **amount is less than the amount would have otherwise been before the merger was**
9 **provided in Charter’s Response to the ALJ Fifth Ruling?**

10 A.15: Charter provides an abbreviated, general response indicating customers can compare their
11 new bill to their old bill, points customers to Charter’s “public landing page” for a guide
12 on how to read their bill, and states customers can call Charter with any questions they
13 may have.⁴³

14 **Q.16: Please provide your assessment of this response from Charter to the Commission.**

15 A.16: Charter does not commit to provide any assistance to consumers to see savings from the
16 synergies and efficiencies from the merger on their new bill post-merger. Furthermore,
17 Charter’s strategies will erode the comparability of customer bills and impair any ability
18 of the consumer to see apples-to-apples price differences in bills prior to the merger vs.
19 post-merger. As illustrated by the response to Question 12, Charter plans **[BEGIN**

20 **CHARTER HIGHLY CONFIDENTIAL]** [REDACTED]

21 [REDACTED]

22 [REDACTED]

⁴³ *Id.*, page 13.

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[REDACTED]

[END CHARTER HIGHLY CONFIDENTIAL]

Q.17: Has Charter anywhere in this proceeding made any commitments to use merger savings and efficiencies to reduce customer bills as a result of the merger?

A.17: Nowhere in this proceeding could I find any such commitment from Charter, and, to the contrary, Charter makes clear it is making no price commitments whatsoever. TURN directly asked Charter for commitments to maintain or reduce current prices of plans and services Charter itself referenced as examples, and Charter made no such commitments.⁴⁴ Instead, Charter asks the customers and the Commission to rely on its “incentives.” “Charter has and will continue to have every incentive to offer consumers low prices and better value.”⁴⁵ Any such incentive that might exist is weakened by the duopolistic market structure⁴⁶ defined by Charter’s rivalry with incumbent local exchange companies (AT&T and Verizon/Frontier) whose fiber broadband footprint overlaps some of Charter’s service area and [BEGIN CHARTER HIGHLY CONFIDENTIAL]

[REDACTED]

[REDACTED] [END CHARTER HIGHLY CONFIDENTIAL] described in response to Question 12, above. If customers are to realize reduced bills as a result of merger savings, synergies, and efficiencies, it appears that the Commission will have to require, it since Charter is unwilling to make any such commitment.

⁴⁴ Exhibit TURN-33.
⁴⁵ *Id.*, response to 4e.
⁴⁶ Exhibit TURN-01, pages 21-23.

1 **Q.18: What estimates of the size of those short term and long-term benefits have you seen**
2 **in this proceeding?**

3 **A.18:** Estimates are contained in documents provided in response to TURN Data Request 1.2 to
4 Charter⁴⁷ and **[BEGIN CHARTER HIGHLY CONFIDENTIAL]** [REDACTED]

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED] **[END CHARTER HIGHLY CONFIDENTIAL]**

14 **Q.19: How would you estimate an appropriate bill credit using this available information**
15 **to provide financial benefit from merger savings and efficiencies to California**
16 **customers of Charter, post-merger?**

17 **A.19:** These merger savings and efficiencies can be related to Charter revenues to arrive at a
18 percentage that can be applied to the total charges on the residential customer's bill to

⁴⁷ Exhibit TURN-CHTR-HCI-24 at CHARTER-TURN-DR001-Q2-0000430 and 442, Exhibit TURN-CHTR-HCI-15 at CHARTER-TURN-DR001-Q2-0000621; Exhibit DB-CHTR-HCI-10 at CHARTER-TURN-DR001-Q2-0000415.

⁴⁸ Exhibit TURN-CHTR-HCI-24 at CHARTER-TURN-DR001-Q2-0000430.

⁴⁹ Exhibit DB-CHTR-HCI-10 at CHARTER-TURN-DR001-Q2-0000415.

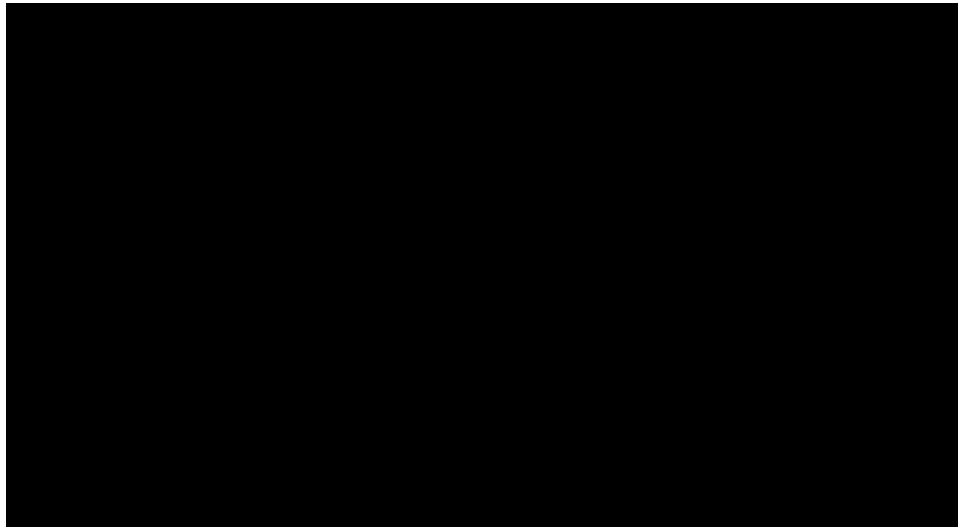
⁵⁰ Exhibit TURN-CHTR-HCI-15 at CHARTER-TURN-DR001-Q2-0000621.

⁵¹ Exhibit TURN-24-CHTR-HCI at CHARTER-TURN-DR001-Q2-0000442.

1 calculate the monthly credit. Such a calculation results in a monthly bill credit for
2 residential customers of Charter of **[BEGIN CHARTER HIGHLY CONFIDENTIAL]**
3 **[END CHARTER HIGHLY CONFIDENTIAL]** The Commission should
4 condition approval of the merger transaction on application of this bill credit to all total
5 charges (before taxes and regulatory fees) on monthly residential customer bills. This
6 condition is necessary because Charter will not identify or commit to lower customer
7 bills to reflect a portion of expected merger savings and efficiencies. The following table
8 takes the midpoint of merger savings, efficiencies, and synergies estimated by or for
9 Charter and divides that amount into combined Cox and Charter revenues to yield the
10 **[BEGIN CHARTER HIGHLY CONFIDENTIAL]** **[END CHARTER**
11 **HIGHLY CONFIDENTIAL]** residential monthly credit.

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[BEGIN CHARTER HIGHLY CONFIDENTIAL]



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[END CHARTER HIGHLY CONFIDENTIAL]

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Q.20: Is Charter’s description of the quarterly report it will file with the Commission and the Legislature detailing the bill reduction and amount of money saved by customers of the post-merger company adequate?

4

5

6

A.20: No. Charter summarily dismisses this question from the ALJ and states it “does not see the need to provide the type of reports contemplated by this question.”⁵³ Therefore, the Commission will need to prescribe the form of this report as a condition of approval of the merger.

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III. REIMBURSEMENT FOR SERVICE INTERRUPTION

11

Q.21: What information did the ALJ’s Fifth Ruling seek from Joint Applicants regarding Charter’s and Cox’s policies for customer reimbursements in various service outage situations?

12

13

⁵² Exhibit TURN-34-CHTR-HCI at CHARTER-TURN-DR001-Q2-0000199; Exhibit TURN-24-CHTR-HCI at CHARTER-TURN-DR001-Q2-0000430; Exhibit TURN-10-CHTR-HCI at CHARTER-TURN-DR001-Q2-0000415.

⁵³ Charter Response to ALJ Fifth Inquiry, page 15.

1 A.21: The Fifth Ruling noted the public expects reimbursements in the event of service outages
2 and sought details on the policy to be used by the post-merger Charter for internet
3 service, cable TV service, VoIP telephone service and mobile service.

4 **Q.22: Does this request also align with your direct testimony regarding Charter’s lack of**
5 **support describing the foundation and metrics for the “four pillars” of its**
6 **“Customer Commitment”?**

7 A.22: Yes. My Direct Testimony notes the lack of detail and concrete, specific and measurable
8 metrics underlying Charter’s “four pillars.”⁵⁴

9 **Q.23: What information did Cox provide regarding its policies for customer**
10 **reimbursement responding to this question in the Fifth Ruling?**

11 A.23: Cox stated⁵⁵ it issues “reactive customer credits” to residential customers for declared
12 outages or outages reported by the customer for cable, broadband and telephone services.
13 Cox stated it may issue courtesy credits for mobile service outages. These credits are only
14 for the duration of the outage. In the event of outages lasting longer than seven days
15 from severe weather, wildfires or other unique events Cox proactively issues credits on a
16 weekly basis.

17 **Q.24: What information did Charter provide regarding its policies for customer**
18 **reimbursement responding to this question in the Fifth Ruling?**

19 A.24: Charter states it provides credits for “qualifying outages,” for its “30-day money-back
20 guarantee,” for new customers requesting an installation appointment within a day of a
21 new order which Charter cannot fulfill, for a customer requesting a technician

⁵⁴ Exhibit TURN-01, pages 37-39.

⁵⁵ Cox Response to ALJ Fifth Inquiry, page 2.

1 appointment to resolve a service issue and Charter is not able to dispatch a technician
2 same day or next-day, and when there is a mismatch between customer order and their
3 bill.⁵⁶ Charter also states it may offer voluntary credits for services impacted by events
4 such as natural disasters.⁵⁷

5 **Q.25: Please provide your assessment of the Charter response to this question from the**
6 **ALJ Fifth Inquiry.**

7 A.25: Charter's response offers no new information responsive to the issues I identified in my
8 Direct Testimony. I stand by the conditions I recommended in that Direct Testimony.

9 **IV. BROADBAND INFRASTRUCTURE DEPLOYMENT**

10 **Q.26: What information did the ALJ's Fifth Ruling seek from Joint Applicants regarding**
11 **Charter's and Cox's plans to connect unserved and underserved communities to**
12 **high quality, affordable internet?**

13 A.26: The Fifth Ruling responded to demands from public commenters that the Commission
14 require Charter connect unserved and unserved communities to high quality, affordable
15 internet services to unlock transformative educational, health, and economic potential not
16 yet seen by these communities.⁵⁸ The Fifth Ruling seeks quarterly detailed plans for the
17 geographic identification of and construction of infrastructure to serve these
18 communities, details on planned incremental last-mile broadband investment for the next
19 five years that is not part of federal or state grant funded projects, plans for outreach and
20 collaboration with these communities in advance of infrastructure deployment, plans for

⁵⁶ Charter Response to ALJ Fifth Inquiry, pages 18-19.

⁵⁷ *Id.*, page 19.

⁵⁸ ALJ's Fifth Ruling, pages 7-8.

1 collaboration with local elected officials in advance of infrastructure deployment, and an
2 outline of the quarterly report to the Commission describing progress toward meeting its
3 new infrastructure deployment commitments to these communities.⁵⁹

4 **Q.27: Does this request also align with your direct testimony regarding Charter’s lack of**
5 **commitment to expand services and broadband infrastructure to recognize the**
6 **Commission’s Environmental and Social Justice Action Plan?**

7 A.27: Yes. My Direct Testimony describes how Charter provided no assessment of its service
8 areas identifying Environmental and Social Justice (ESJ) communities and assessing its
9 service offerings and service penetration in those ESJ communities.⁶⁰ Furthermore,
10 Charter provided no plans under which it will expand broadband service offerings,
11 broadband penetration and broadband infrastructure in ESJ communities beyond the
12 present extent of such service offerings, penetration and broadband infrastructure.

13 **Q.28: What information did Cox provide regarding its broadband infrastructure**
14 **deployment commitments to serve unserved and underserved communities in its**
15 **service area?**

16 A.28: Cox referred to Charter’s response to this question in the Fifth Ruling.⁶¹

17 **Q.29: What information did Charter provide detailing the plans, by quarter, for the**
18 **geographic identification for, and construction of, infrastructure build-out that will**
19 **connect currently unserved and underserved California communities?**

⁵⁹ *Id.*, pages 8-9.

⁶⁰ Exhibit TURN-01, pages 32-34.

⁶¹ Cox Response to ALJ Fifth Inquiry, page 1.

1 A.29: Charter did not seriously engage with the question and instead simply assumed
2 infrastructure to unserved and underserved communities will be addressed by California’s
3 Broadband Equity, Access and Deployment (BEAD) program. Charter stated it “does not
4 have quarterly plans for geographic identification or infrastructure buildout to connect
5 unserved or underserved California communities because all locations in Charter’s
6 footprint are either already serviceable by Charter or part of a provisional award in
7 connection with California’s Broadband Equity, Access, and Deployment (“BEAD”)
8 program.”⁶² Charter claims requiring a build-out plan would “result in Charter making
9 investments to compete against entities that received up to 75% (or potentially higher)
10 subsidies to bring broadband to these formerly unserved or underserved areas.”⁶³ Charter
11 then provided information on investments it is making in areas it already serves with no
12 indication of investments that are planned for unserved or underserved areas.

13 **Q.30: What is your assessment of Charter’s response to the ALJ’s Fifth Inquiry question**
14 **seeking planning information for Charter’s investment to extend broadband**
15 **infrastructure to unserved and underserved communities in its service area in**
16 **California?**

17 A.30: Charter inappropriately and simplistically assumed the issue away as being completely
18 addressed by the BEAD program. The BEAD program and its guidelines have been so
19 substantially changed under the new administration, so that assumption is very uncertain
20 to be realized – so uncertain that the Commission should not rely on it. Acceptance of
21 individual state projects and funding under BEAD has been subject to sequential delays

⁶² Charter Response to ALJ Fifth Inquiry, page 22.

⁶³ *Id.*

1 due to various modifications to program guidelines under the new administration.
2 California's Final Proposal has not yet been approved by the National
3 Telecommunications and Information Administration (NTIA). The Commission
4 submitted California's Final Proposal to the National Telecommunications and
5 Information Administration (NTIA) on December 19, 2025.⁶⁴ NTIA must approve the
6 Final Proposal, which includes grant awards to tentative winners before contracts can be
7 signed and projects funded. It is not known if or when the Commission's Final Proposal
8 will be approved by NTIA,⁶⁵ what tentative projects may be altered or eliminated, or
9 what changes to serving technology may be required.

10 **Q.31: What information did Charter provide to answer the question in the ALJ's Fifth**
11 **Inquiry to show planned incremental last-mile broadband infrastructure**
12 **investments for the next five years that are not part of state or federal grant funding**
13 **applications?**

14 A.31: Charter did not engage with the question, interpreting it to be addressing unserved and
15 underserved locations, and again inappropriately and simplistically assuming it away
16 with reference to the BEAD program.⁶⁶

17 **Q.32: What information did Charter provide to answer the questions in the ALJ's Fifth**
18 **Inquiry regarding how it plans to engage and collaborate with community**
19 **organizations and elected officials in unserved and underserved communities in**
20 **advance of investment in broadband facilities?**

⁶⁴ Exhibit TURN-35.

⁶⁵ Exhibit TURN-36.

⁶⁶ Charter Response to ALJ Fifth Inquiry, page 26.

1 A.32: Again, Charter did not engage with the question, instead brushing it away with the
2 assumption that “no households within Charter’s service territory are expected to remain
3 unserved or underserved.”⁶⁷

4 **Q.33: Was Charter’s response to the ALJ’s Fifth Inquiry seeking an outline of the**
5 **Quarterly Report that the Commission will receive from Charter describing the**
6 **progress the post-merger company is making towards meeting its new**
7 **infrastructure construction commitments to unserved communities, including**
8 **timelines for identification, infrastructure build-out, and unserved and underserved**
9 **community service interconnection, and local community & elected official outreach**
10 **regarding service interconnection build-out planning and development adequate?**

11 A.33: No. Charter makes no commitment to reporting progress to the Commission on the
12 different tasks that are required to make progress on new broadband infrastructure
13 deployment. This appears to be mostly due to Charter’s position that “additional
14 reporting would not be applicable, insofar as Charter does not have any specific plans for
15 ‘unserved and underserved community service interconnection’ as referenced by this
16 Question.”⁶⁸ Charter’s failure to commit to reporting is connected to its failure to provide
17 plans to extend facilities and services to cover unserved and underserved populations –
18 particularly ESJ communities under the Commission’s ESJ Action Plan – or even to
19 acknowledge that such actions are necessary. The Commission will be required to craft
20 its own condition here, since Charter refuses to make any commitment.

⁶⁷ *Id.*, pages 26-27.

⁶⁸ *Id.*, page 28.

1 **Q.34: How did Charter respond to TURN data request 4.3, which requested information**
2 **on Charter’s identification of ESJ communities in its service area?**

3 A.34: Charter did not seriously engage with the data request, instead stating it “does not, in the
4 ordinary course of business, track, identify, or quantify” most of this information.⁶⁹ This
5 corresponds with my Direct Testimony where I noted Charter provided no assessment of
6 its service areas identifying ESJ communities and assessing its service offerings and
7 service penetration in those ESJ communities.⁷⁰ Furthermore, Charter provided no plans
8 under which it will expand broadband service offerings, broadband penetration, and
9 broadband infrastructure in ESJ communities beyond the present extent of such service
10 offerings, penetration and broadband infrastructure.⁷¹

11 **Q.35: What is your assessment of the adequacy of Charter’s response to the ALJ’s**
12 **questions regarding broadband infrastructure deployment plans?**

13 A.35: Charter’s response conveys no concrete details or commitments for broadband
14 infrastructure deployment that the Commission can associate as a benefit from the
15 proposed acquisition. All the matters described by Charter in its Response to the ALJ’s
16 Fifth Inquiry will occur regardless of whether Charter acquires or doesn’t acquire Cox.
17 Charter provides no concrete, specific description of incremental broadband
18 infrastructure deployment commitments that would not occur but for the acquisition. In
19 particular, Charter continues to ignore the goals of the Commission’s ESJ Action Plan
20 and makes no mention whatsoever of incremental broadband infrastructure deployment to

⁶⁹ Exhibit TURN-37, responses to 3(a)-(e).

⁷⁰ Exhibit TURN-01, pages 32-34.

⁷¹ Exhibit TURN-38.

1 serve ESJ communities in California, in either or both Cox or Charter service areas. The
2 sum total of Charter's response is to claim there are no appreciable unserved or
3 underserved areas in California that require incremental broadband infrastructure
4 deployment. Given Charter's unwillingness to make concrete, specific broadband
5 deployment commitments in this case, the Commission will need to require such
6 commitments as a mitigating condition of approval, as recommended in my Direct
7 Testimony.

8 **V. BENEFITS TO LOCAL COMMUNITIES**

9 **Q.36: What information did the ALJ's Fifth Ruling seek from Joint Applicants regarding** 10 **Charter's and Cox's presentations regarding their community funding programs?**

11 A.36: Public commenters described positive contributions to the communities from Cox and
12 Charter and the Fifth Ruling sought information on how the post-merger Charter would
13 be even better than this legacy.⁷² The Fifth Ruling sought details on Charter's and Cox's
14 current community benefit organizations, their funding in 2024 and 2025, the size of the
15 community benefits program, description of how Charter will determine community
16 benefit expenditures on a quarterly basis for five years post-merger and an outline of the
17 quarterly report to be delivered to the Commission and the Legislature on this subject.⁷³

⁷² ALJ's Fifth Ruling, page 11.

⁷³ *Id.*

1 **Q.37: Does this request also align with your direct testimony regarding Charter’s**
2 **testimony regarding its support of “several signature philanthropic and engagement**
3 **programs”⁷⁴?**

4 A.37: Yes. The Fifth Ruling sought information which should help TURN and the Commission
5 address the questions raised in my Direct Testimony:

6 The goals of these programs are laudable, but their reach in California is
7 not shown in detail. Charter provides some California figures, but they are
8 aggregated over five years, for example, since the [Community
9 Investment] Loan Fund’s first commitments, approximately five years
10 ago, Charter as made investments totaling \$4.8 million in CDFIs.⁷⁵ It is
11 perhaps implied but not clear whether this figure represents California
12 only investments, or what the annual investments in California are.
13 Charter states it “has contributed \$3.7 million to California-based
14 charitable organizations, including nearly \$1 million in 2025 alone.”
15 Charter states it has committed “to continuing Cox’s philanthropic work
16 with a \$50 million grant to establish a foundation to promote community
17 leadership and support in the communities where the combined company
18 operates.” While this is a significant sum in the abstract, it is not clear how
19 much funding will be available on an annual basis for these communities
20 and how much will be available for California, which is one of 41 states in
21 which the new Charter will operate. Lastly, the materiality of these
22 programs compared to the vast revenues earned by Charter in California
23 should be considered by the Commission.

24 **Q.38: What information did Cox provide in response to the Fifth Ruling regarding local**
25 **community benefit programs?**

26 A.38: Cox responded that it has “a decades long national partnership with the Boys & Girls
27 Clubs of America and have made sustained investments in Cox Innovation Labs, a
28 cornerstone of the Cox Companies’ digital equity strategy. The Cox Innovation Labs are
29 state-of-the-art technology spaces that support homework completion, research, digital

⁷⁴ Exhibit TURN-01, pages 36-37, citing the Opening Testimony of Adam Falk, Senior Vice President, State Government Affairs, Charter Communications, Inc., on behalf of Joint Applicants (Jan. 30, 2026), page 30, line 3. (“Falk Opening Testimony”)

⁷⁵ Falk Opening Testimony, page 32, line 3.

1 literacy development, STEM learning, and career exploration, particularly from youth
2 from economically challenged households who may lack reliable Internet access or
3 devices at home.”⁷⁶ Cox states it supports 22 Boys & Girls Clubs in California in this
4 fashion. Cox states it has donated a total of \$383,730 to these clubs between 2023 and
5 2025, with an additional \$110,000 in “refresh investment over that same period.”⁷⁷ The
6 individual contributions are undated, so it is not possible to tell if they are evenly divided
7 across the 2023-2025 period or not.

8 **Q.39: What information did Charter provide in response to the Fifth Ruling regarding**
9 **local community benefit programs?**

10 A.39: On page 44 of its Response to the ALJ’s Fifth Inquiry, Charter provides arguments that
11 “the combined company will be better positioned to serve those communities than either
12 company operating independently for at least three reasons.”⁷⁸ Charter states customers
13 and communities in Cox service areas on California “will gain access to Charter’s
14 existing community benefit programs.”⁷⁹ “Charter expects to identify additional
15 opportunities to expand its programs and partnerships as it integrates Cox’s California
16 communities into its service areas.”⁸⁰ Charter then mentions its commitment to provide a
17 \$50 million grant for a foundation “where the combined company operates” – which is
18 over 40 states.⁸¹ However, Charter has not determined what portion of that grant would

⁷⁶ Cox Response to ALJ Fifth Inquiry, pages 5-6.

⁷⁷ Cox Response to ALJ Fifth Inquiry, Attachment 3.

⁷⁸ Charter Response to ALJ Fifth Inquiry, page 44.

⁷⁹ *Id.*

⁸⁰ *Id.*

⁸¹ *Id.*

1 go to California.⁸² Further, Charter states it intends to make an initial \$5 million
2 contribution to establish an employee relief fund that assists employees experiencing
3 financial hardship in all 41 states where Charter operates.⁸³ Charter is unable to state
4 whether its employee relief fund will be largely the same as the corresponding fund
5 operated by Cox or will be different in some respects.⁸⁴ The corresponding Cox
6 Employee Relief Fund is entirely funded by employee donations, not Cox.⁸⁵

7 **Q.40: Please provide your assessment of the Cox and Charter responses to the Fifth**
8 **Ruling regarding local community benefit programs.**

9 A.40: As indicated in my Direct Testimony, “the materiality of these programs compared to the
10 vast revenues earned by Charter in California should be considered by the
11 Commission.”⁸⁶ Charter’s Response at pages 45 to 53 identifies the following California
12 Local Community Benefit contributions which I have annualized using the contribution
13 period (e.g., five years) stated by Charter.

⁸² Exhibit TURN-39.

⁸³ Charter Response to ALJ Fifth Inquiry, page 44.

⁸⁴ Exhibit TURN-40.

⁸⁵ Exhibit TURN-41.

⁸⁶ Exhibit TURN-01, page 37, lines 10-11.

Program	California Local Community Benefit Contributions	Charter Response Page Number
5 Year SCCA Contribution	\$ 1,000,000	45
Annual SCCA Contribution	\$ 200,000	
5 Year Digital Education	\$ 2,000,000	47
Annual Digital Education	\$ 400,000	
5 Year Employee Grants	\$ 300,000	48
Annual Employee Grants	\$ 60,000	
Community Investment Loan Fund	Unknown	49
2025 Government Affairs donations	\$ 135,000	51
6 Year Spectrum Scholars	\$ 2,000,000	53
Annual Spectrum Scholars	\$ 333,333	

Total Indicated Annual Contributions \$ 1,128,333
 2025 Charter California Revenues [REDACTED]
 Percent of Revenues [REDACTED]

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Charter’s identification of the programs and contributions in California show them to be [BEGIN CHARTER HIGHLY CONFIDENTIAL] [REDACTED] [END CHARTER HIGHLY CONFIDENTIAL] compared to its California revenues. Charter’s Response to Cal Advocates Data Request 8.9 indicates California annual revenues [BEGIN CHARTER HIGHLY CONFIDENTIAL] [REDACTED] [END CHARTER HIGHLY CONFIDENTIAL] Charter’s Response to the ALJ Fifth Inquiry at pages 45 to 53 indicates Charter made total average annual community benefit donations of \$1,128,333 over five years. Those donations equal [BEGIN CHARTER HIGHLY CONFIDENTIAL] [REDACTED] [END CHARTER HIGHLY CONFIDENTIAL] Cox’s average annual California contributions to the Cox Innovation

⁸⁷ Exhibit TURN-42-CHTR-HCI, Table 6.

1 Labs located within local Boys & Girls Clubs of \$164,577 are **[BEGIN CHARTER**
 2 **HIGHLY CONFIDENTIAL]** [REDACTED] **[END CHARTER HIGHLY**
 3 **CONFIDENTIAL]** in comparison to Cox’s total annual revenues, as demonstrated in the
 4 table below.

	Cox	Charter	Cox %
Internet Subscribers in California	[REDACTED]	[REDACTED]	[REDACTED]
Charter HC Source:	Exhibit TURN-34-CHTR-HCI (at CHARTER-TURN-DR001-Q2-0000199)	Exhibit TURN-42-CHTR-HCI (Charter HC Response to Cal Advocates 8.9, Table 6)	

Charter % Contributions to CA Revenue	[REDACTED]
Cox % Contributions to CA Revenue, Ratio	[REDACTED]

Cox's California revenue is estimated to be proportional to Charter's revenue and customers in California.

Cox revenue in CA = [REDACTED] of Charter California revenue of [REDACTED], used as divisor.

6

7 The Cox and Charter community benefit programs are laudable. It is unclear why
 8 Charter would not commit to an expansion and reciprocal extension of all of these
 9 programs into the respective Charter and Cox territories – at minimum. Charter should
 10 be able to confirm promptly whether these programs are best practice and how they might
 11 be beneficially expanded. Furthermore, Charter should apply its knowledge from multi-
 12 state operations to identify best practices which can be implemented in parallel with
 13 broadband infrastructure deployment to serve Environmental and Social Justice
 14 communities consistent with the Commission’s Action Plan as referenced in the Assigned

1 Commissioner’s Scoping Memo.⁸⁸ The Commission can and should reasonably expect
2 much more from a company with the size of Charter’s operations in California – in
3 combination with Cox’s operation.

4 **Q.41: Charter describes its Broadband Field Technician Apprenticeship Program in the**
5 **Falk testimony and its Response to the ALJ Fifth Inquiry.⁸⁹ Why do you not**
6 **include it in the Local Community Benefit analysis above?**

7 A.41: While I am sure the Broadband Field Technician Apprenticeship Program is good and
8 useful for Charter’s employee retention and for the employee, this program does not have
9 the same characteristics of the other local community benefit programs, such as being
10 donation based and outreach to groups of people. It is common industry practice for
11 companies to provide employees with specialized training. Verizon also touted this type
12 of program in its application for approval of its acquisition of Frontier. Furthermore, the
13 true benefit of this program to the community as a whole depends on the diversity of
14 Charter’s work force and the diversity of the employees in the Program.

15 **VI. FINDINGS FROM THE NEW YORK PUBLIC SERVICE**
16 **COMMISSION**

17 **Q.42: Did you recommend in your Direct Testimony that if other states adopt conditions**
18 **in certain areas that those conditions be extended for the benefit of customers in**
19 **California?**

20 A.42: Yes. I recommended that if “Joint Applicants are subject to further conditions relating to
21 network evolution, expansion and infrastructure deployment, reporting on integration of

⁸⁸ See Assigned Commissioner’s Scoping Memo and Ruling (issued Dec. 9, 2025), pages 3-4.

⁸⁹ Falk Opening Testimony, page 33, lines 13-19; Charter Response to ALJ Fifth Inquiry, pages 50-51.

1 operations and networks of the combined companies, benchmarking and reporting of
2 quality of service, participation in affordability programs, affordable service offerings,
3 expansion of network deployment and services to low-income households or other
4 disadvantaged communities, or video services, then these conditions will be extended for
5 the benefit of consumers in California.”⁹⁰

6 **Q.43: Are there any conditions that the New York Public Service Commission required**
7 **for approval of the proposed transaction in New York that are relevant for the**
8 **Commission’s consideration in California?**

9 A.43: Yes. In its recently issued Order Granting Joint Petition Subject to Conditions,⁹¹ the New
10 York Public Service Commission imposed numerous conditions which “strike a fair and
11 appropriate balance and ensure that the Transaction is in the public interest, while
12 maintaining the Petitioners’ plans for future strategic and financial goals.”⁹² The NYPSC
13 approved the proposed transaction subject to conditions “upon receipt by the Commission
14 of certification by the Petitioners that they, and their successors in interest, unequivocally
15 accept and agree to comply with the conditions and commitments set forth in the body of
16 this Order.”⁹³ Some of those conditions are NYPSC specific and not relevant for this
17 Commission (such as the provision for the annual escalated PSC complaint rate),⁹⁴ but
18 others are relevant for intervenors in this proceeding and the Commission to consider for
19 adoption in California.

⁹⁰ Exhibit TURN-01, page 47, line 20 to page 48, line 4.

⁹¹ *See generally* Exhibit TURN-28.

⁹² *Id.*, page 2.

⁹³ *Id.*, page 28.

⁹⁴ *Id.*, Ordering Paragraph 3, page 28.

1 **Q.44: Please describe and discuss the conditions from the NYPSC Order you believe**
2 **should be considered and adopted by the Commission in this proceeding.**

3 A.44: The Commission should consider and adopt the following conditions in this proceeding,
4 in addition to the conditions recommended in my testimonies in this matter.

5 1. “Charter shall not charge fees to residential cable television service customers to
6 exchange equipment when a consumer requests an upgrade or downgrade of service or
7 chooses to return rented equipment for such cable television service (such as, they elect
8 to stop receiving service at an “additional outlet,” i.e., a secondary or tertiary television
9 set in the home). Nothing herein shall preclude Charter from charging customers to
10 return or exchange equipment by mail or other similar delivery means, or for any
11 installation charge or service call requested by the customer for the purpose of
12 performing such equipment exchange.”⁹⁵ These fees constitute a barrier to customer
13 choice, which is very important to eliminate given Charter’s marketing of various
14 packages, services, and features and practices of described in my answer to Question 12.
15 These fees, which impose a barrier to customer switching and choice, should be
16 eliminated in California just as they are in New York. This condition will ensure that
17 customers are freely able to avail themselves of options and make choices – a benefit of
18 the proposed transaction that Charter touts throughout its application and testimony. This
19 condition is also present in the settlement between Cox and Charter, and the Attorney
20 General and Consumer Counsel in Connecticut.⁹⁶ The Commission should adopt this

⁹⁵ *Id.*, Ordering Paragraph 5, page 29.

⁹⁶ Exhibit TURN-43, Exhibit 1, page 1.

1 provision as a condition of the proposed transaction in California, for a period of three
2 years following closing of the transaction.⁹⁷

3 2. “Charter shall make available to all new residential wireline voice service customers
4 in [California] access to at least one battery backup option that provides 24 hours of
5 standby time. Charter shall provide an annual notice to all residential wireline voice
6 service customers in [California] disclosing relevant information regarding battery
7 backup solutions.”⁹⁸ This condition is also present in the settlement between Cox and
8 Charter, and the Attorney General and Consumer Counsel in Connecticut.⁹⁹ The
9 Commission should adopt this provision as a condition of the proposed transaction in
10 California for a period of three years following closing of the transaction.¹⁰⁰

11 This condition will enhance public safety in California and the provision of reliable, high-
12 quality voice telecommunications services to customers in California.

13 3. “Where Charter provides Commission-regulated wireline voice service to residential
14 customers in [California] who have confirmed in writing to Charter that they are blind,
15 disabled, or 70 years of age or older, and all the remaining residents of the household are
16 blind, disabled, 70 years of age or older, or 18 years of age or younger, Charter shall not
17 suspend service for an additional 20 days after the date of suspension as stated on the
18 notice of suspension, and shall make a diligent effort to contact an adult resident at the
19 customer’s premises at least eight days prior to the date on which suspension of service
20 may occur for the purpose of devising a payment plan. Charter will, at least annually,

⁹⁷ Exhibit TURN-28, Ordering Paragraph 10, page 30.

⁹⁸ *Id.*, Ordering Paragraph 6, page 29.

⁹⁹ Exhibit TURN-43, Attachment 1, page 2.

¹⁰⁰ Exhibit TURN-28, Ordering Paragraph 10, page 30.

1 provide a plain-language notification to any residential customers of Commission-
2 regulated wireline voice services of the protection available under this provision. A
3 person shall be considered “disabled” if the person has (a) a physical, mental or medical
4 impairment resulting from anatomical, physiological, genetic or neurological conditions
5 that prevent the exercise of a normal bodily function or is demonstrable by medically
6 accepted clinical or laboratory diagnostic techniques and (b) has a documented record of
7 such an impairment.”¹⁰¹ This condition is also present in the settlement between Cox and
8 Charter, and the Attorney General and Consumer Counsel in Connecticut.¹⁰² The
9 Commission should adopt this provision as a condition of the proposed transaction in
10 California for a period of three years following closing of the transaction.¹⁰³
11 4. “All Charter door-to-door sales employees, including contractors, shall carry
12 identification stating their affiliation with the Company when approaching a consumer’s
13 residence.”¹⁰⁴ This condition is also present in the settlement between Cox and Charter,
14 and the Attorney General and Consumer Counsel in Connecticut.¹⁰⁵ This is a reasonable
15 condition especially in light of Charter’s practice of “upselling” customers. The
16 Commission should adopt this provision as a condition of the proposed transaction in
17 California for a period of three years following closing of the transaction¹⁰⁶.

¹⁰¹ *Id.*, Ordering Paragraph 8, pages 29-30.

¹⁰² Exhibit TURN-43, Attachment 1, page 3.

¹⁰³ Exhibit TURN-28, Ordering Paragraph 10, page 30.

¹⁰⁴ *Id.*, Ordering Paragraph 9, page 30.

¹⁰⁵ Exhibit TURN-43, Attachment 1, page 2.

¹⁰⁶ Exhibit TURN-28, Ordering Paragraph 10, page 30.

1 5. “To ensure compliance with [conditions 1-4, above], the Petitioners shall file a report
2 with the Commission 12 months from the closing of the Transaction and continuing
3 every 12 months for two additional years thereafter, detailing the activities, expenditures,
4 and schedules related to the conditions imposed herein, to the extent necessary, to verify
5 that these activities, outcomes, and notifications are occurring in a timely manner.”¹⁰⁷

6 This is a reasonable compliance and enforcement provision that the Commission should
7 adopt.

8 6. “The Petitioners shall sustain a workforce adequate to provide responsive and reliable
9 customer service in the State of [California] for a period of no less than five years from
10 the closing of the Transaction.”¹⁰⁸ “To ensure compliance with [this condition], the

11 Petitioners shall be required to file annually with the Commission details of all Charter
12 employees in [California], in a format provided by [Commission] staff, beginning no later
13 than 30 days after the closing of the Transaction, and continuing with annual updates for
14 five years thereafter.”¹⁰⁹ These conditions are important for the Commission to adopt
15 given the large and complicated nature of the effort to integrate the two companies, as
16 acknowledged by Joint Applicants¹¹⁰ and the plans of the companies for greater use of
17 AI¹¹¹ post-merger.

¹⁰⁷ *Id.*, Ordering Paragraph 11, page 30.

¹⁰⁸ *Id.*, Ordering Paragraph 12, page 30.

¹⁰⁹ *Id.*, Ordering Paragraph 13, page 31.

¹¹⁰ Exhibit TURN-01, page 14, lines 11-13, citing Exhibit TURN-03, page 59 (SEC Schedule 14A, Definitive Proxy Statement).

¹¹¹ Exhibit TURN-01, page 40, line 17 to page 41, line 6, citing Exhibit TURN-03, page 57 (SEC Schedule 14A, Definitive Proxy Statement).

1 7. “The Petitioners shall invest at least [an appropriate amount determined by the
2 Commission], over three years from the closing of the Transaction, in support of
3 Charter’s Broadband Field Technician Apprenticeship Program for newly hired field
4 technicians in [California].”¹¹² “To ensure compliance with [this condition], the
5 Petitioners shall file a report with the Commission 12 months from the closing of the
6 Transaction and continuing every 12 months for two additional years, that includes, but
7 shall not be limited to, a list of investments made under the program that details at a
8 minimum, the date of investment, description of the investment, the amount of
9 investment, and supporting documentation, including journal entries, of the investments
10 for the reporting cycle.”¹¹³ This condition is important for the Commission to adopt
11 given Charter’s presentation of prior expenditures for this program in California as a
12 benefit of the transaction, to ensure a specific, concrete and measurable commitment for
13 subsequent years.

14 8. “The Petitioners shall invest at least [an appropriate amount determined by the
15 Commission] within three years to upgrade Charter’s [and Cox’s] network[s] to be
16 capable of offering symmetric internet access service with download/upload speeds up to
17 1/1 Gigabit-per-second throughout Charter’s [and Cox’s] service territories in
18 [California], completing at least 35 percent of its network upgrade by the end of year one
19 from the Order approving the Transaction; 70 percent by the end of year two; and 100
20 percent by the end of year three.”¹¹⁴ “The Petitioners shall file a report with the

¹¹² NYPSC Order, Ordering Paragraph 14, page 31.

¹¹³ *Id.*, Ordering Paragraph 15, page 31.

¹¹⁴ *Id.*, Ordering Paragraph 16, page 31.

1 Commission every six months, beginning six months from the issuance of this Order, that
2 includes a list of investments made under this capital investment program with details
3 including, at a minimum, location, date, description, amount, and supporting
4 documentation, including journal entries, of the investments made for each reporting
5 cycle.”¹¹⁵ The first priority for this investment should be to improve facilities and
6 services in ESJ communities throughout the Cox and Charter service areas as defined
7 under the Commission’s ESJ Action Plan. These ESJ communities are those I
8 recommended to be identified and defined in my Direct Testimony.¹¹⁶ This condition is
9 important for the Commission to adopt given Joint Applicants’ failure to meaningfully
10 address progress under the Commission’s ESJ Action Plan despite the Assigned
11 Commissioner’s direction to do so in the Scoping Memo for this proceeding.

12 9. “Regardless of the status of the Affordable Broadband Act, the Petitioners shall
13 commit to, for a period of at least five years following the closing of the Transaction,
14 continue to offer Spectrum Internet Assist to all eligible customers in Charter [and Cox’s
15 California] service territories without diminishment in eligibility criteria and current
16 speed offering of 50/10 Megabits-per-second that Charter [and Cox] offers in California
17 as of the closing of the Transaction.”¹¹⁷ “To ensure compliance with [this condition], the
18 Petitioners shall file an attestation with the Commission annually for five years following
19 the closing of the Transaction certifying that Spectrum Internet Assist offering remains
20 publicly available consistent with the discussion” in the NYPSC Order. This condition is

¹¹⁵ *Id.*, Ordering Paragraph 17, page 32.

¹¹⁶ Exhibit TURN-01, page 46, lines 1-17.

¹¹⁷ Exhibit TURN-28, Ordering Paragraph 20, page 32.

1 important for the Commission to adopt to ensure the benefits of the low-income plan
2 described by Joint Applicants in its Application and testimonies continue forward under a
3 concrete, specific, measurable and enforceable condition. Affordability of broadband is a
4 key concern for customers, and this condition provides a concrete, specific, measurable
5 and enforceable condition to address broadband affordability.

6 10. “The Petitioners shall, within three years of the closing of the Transaction, invest a
7 total of [an appropriate amount determined by the Commission] either in the form of
8 capital expenditure and/or through the provision of in-kind services (including
9 installation, equipment usage, and monthly recurring service costs) to bring broadband
10 service to currently unserved shelter locations within the State serving homeless or other
11 vulnerable populations [or other shelters or organizations, as determined by the
12 Commission]. The value of the free service will be \$20 per month per shelter unit within
13 each shelter, and the cost of installation will vary based on the needs of each location.
14 The identification of shelters will seek cost effective projects, with a goal to reach at least
15 1,600 shelter units through this initiative. All locations built out for this initiative shall
16 commence the five-year free service within three years of the closing of the Transaction.
17 Moreover, should any participating shelters terminate their service before the five-year
18 free service offer is completed, Charter shall transfer the remaining free months of
19 service to other participating shelters until the \$3 million investment has been made in
20 full.”¹¹⁸ This condition is appropriate and relevant for the State of California as well, and
21 the Commission should adopt it.

¹¹⁸ *Id.*, Ordering Paragraph 22, page 33.

1 11. “The Petitioners shall be bound by, must obey, and will continue to implement
2 federal and [California] non-discrimination laws, will cooperate with any [California]
3 agency investigating any allegations of discrimination, and will report to the Commission
4 with regard to discrimination complaints, consistent with the discussion in [the NYPSC
5 Order]. Moreover, the Petitioners shall be subject to separate penalties or enforcement
6 for two years for any repeated failure(s) to comply.”¹¹⁹ “On or before January 31 of each
7 year beginning in 2027 and for a period of five years following the closing of the
8 Transaction, Charter shall submit a copy of its federal EEO-1 report, in [California], and
9 describe the policies or activities that ensure equal opportunity and non-discrimination in
10 recruitment and hiring during the preceding calendar year.”¹²⁰ A similar condition is also
11 present in the settlement between Cox and Charter, and the Attorney General and
12 Consumer Counsel in Connecticut.¹²¹ This condition is appropriate and relevant for the
13 State of California as well, and the Commission should adopt it.

14 **Q.45: Why should the Commission consider and adopt these conditions from another state**
15 **proceeding?**

16 A.45: California should not be disadvantaged compared to another large state such as New
17 York. This is a “most favored nation” approach to conditions for approval of the
18 proposed transaction to ensure Commission approval of the transaction is in the public
19 interest for the State of California. I also reviewed the Joint Brief filed by the
20 Connecticut Attorney General and Office of Consumer Counsel before Connecticut

¹¹⁹ *Id.*, Ordering Paragraph 25, page 34.

¹²⁰ *Id.*, Ordering Paragraph 26, page 34.

¹²¹ Exhibit TURN-43, Attachment 1, page 3.

1 Public Utilities Regulatory Authority¹²² and Settlement Agreement between Charter,
2 Cox, the Office of Attorney General and Office of Consumer Counsel¹²³ from this
3 perspective. I note that a key concern addressed by that settlement states “[k]eeping costs
4 down becomes even more pressing when combined with the reality that there is often
5 only one wired cable company in a town While the Applicants spend a significant
6 amount of attention on the opportunities available to its customers on non-regulated
7 services, the Applicants do not focus whether the change of control is going to produce
8 more affordable offerings for cable customers Applicants have not committed to a
9 single element of this Transaction that would reduce or freeze prices for existing
10 customers.”¹²⁴ The same issues and concerns exist for the transaction in California,
11 which I have addressed in my testimony above.

12 **VII. CONCLUSION AND RECOMMENDATIONS**

13 **Q.46: Please summarize your conclusions from review of the Joint Applicant responses to**
14 **the ALJ’s Fifth Inquiry.**

15 The Joint Applicants’ unwillingness to offer commitments and to answer fully most of
16 the direct questions posed by the ALJ in the Fifth Inquiry means the Commission will
17 have to fashion its own conditions and commitments based on the information and
18 recommendations it has received in this matter from TURN and other intervenors. It is
19 indicative of the lack of commitments and information from Joint Applicants that the
20 ALJ had to issue a Fifth Inquiry at all.

¹²² See Exhibit TURN-44.

¹²³ Exhibit TURN-43, Attachment 1.

¹²⁴ Exhibit TURN-44, pages 26-27.

1 I stand by my recommendations in my Direct and Rebuttal testimonies. Charter's failure
2 to make specific and concrete commitments for the benefit of California customers
3 continues to be a problem for consumers and the Commission, even when given the
4 opportunity by the ALJ's Fifth Inquiry to offer these commitments in specifically
5 identified areas. In particular, it appears that further detailed conditions are warranted to
6 ensure affordable service options and to ensure that the new Charter makes specific and
7 measurable progress under the Commission's Environmental and Social Justice Action
8 Plan. Those further conditions include application of a monthly bill credit for residential
9 customers applied to all total charges before taxes and regulatory fees so that customers
10 will see reduced bills as a result of the merger, and to remedy Charter's failure to commit
11 to flowing through merger savings, synergies and efficiencies to California consumers.
12 Charter did not provide further information or commitments on its policies for customer
13 reimbursement in various service outage situations in response to the ALJ's Fifth Inquiry,
14 so the issues remain with Charter's "Customer Commitment" and "Four Pillars" as
15 outlined in my Direct Testimony at pages 37 - 39 and Rebuttal Testimony at pages 24 -
16 25. The Commission will need to fashion its own conditions here, and I stand by the
17 conditions I recommended in my testimonies to address the lack of foundation,
18 measurability and metrics, and commitment to meaningful measurement, tracking, and
19 reporting of Charter's performance against properly established metrics.
20 Furthermore, Charter has utterly failed to address the Commission's Environmental and
21 Social Justice Action Plan as described by the Assigned Commissioner in the Scoping
22 Memo or make concrete commitments to further progress on the Action Plan's goals,
23 despite repeated, direct requests for information and commitments to extend

1 infrastructure and services in ESJ communities. The Commission will, therefore, have to
2 fashion its own conditions here, and I recommend conditions in my testimonies for the
3 Commission's consideration. Finally, the local community benefit programs that Cox
4 and Charter contribute to appear to be worthwhile, but the contributions are minimal.
5 The Commission can and should expect much more from a company with operations the
6 size of Charter's in California.

7 Most of these issues are not unique to California, and the Commission can benefit
8 from a "most favored nations" style review of recent orders by the New York Public
9 Service Commission and the Connecticut Public Utilities Authority, who approved the
10 proposed transaction with important conditions. Many of those conditions are relevant
11 and appropriate for the Commission to require in California, and I recommend the
12 Commission do so.

13 **Q.47: Does this conclude your Supplemental Testimony?**

14 A.46: Yes.