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Date: April 9, 2026
Witness: Paul Goodman

SECOND REBUTTAL TESTIMONY OF PAUL GOODMAN, LEGAL COUNSEL

SUBMITTED ON BEHALF OF
CENTER FOR ACCESSIBLE TECHNOLOGY

Table of Contents

- I. Introduction..... 1
- II. Discussion..... 2
 - A. The Commission Should Reject Joint Applicants’ Repeated Attempts to Frame the Proceeding in a Manner Inconsistent with the Scoping Memo. 2
 - 1. Joint Applicants’ Responses Strengthen Claims that the Proposed Transaction Will not Benefit the Public Interest..... 4
 - B. Joint Applicants Provide No New Information Responsive to the Commission’s Questions..... 7
 - 1. Joint Applicants Repeatedly Rely on Information that They Have Already Provided to the Commission. 7
 - 2. Charter’s Reliance on Extra-Record Evidence is Improper..... 8
 - C. Joint Applicants’ Claims that Charter Would Not Deliver Specific Benefits Absent the Transaction are Irrelevant. 9
 - 1. Joint Applicants’ Purported Merger Benefits are not Merger-Specific. 9
 - 2. Joint Applicants’ Purported Merger Benefits are Not Verifiable. 11
 - D. Charter’s Proposed Community Investment Model is Insufficient to Ensure that any Post-Transaction Merger Benefits Flow Equitably to All Affected Communities. 12

1 **I. INTRODUCTION**

2 My name is Paul Goodman, and I serve as Legal Counsel at Center for Accessible
3 Technology, 3075 Adeline St. #220, Berkeley, California 94703. My Statement of
4 Qualifications was included as Attachment A to my February 11, 2026 opening testimony. The
5 purpose of this rebuttal testimony is to address Joint Applicants’ responses (Charter Fifth
6 Response and Cox Fifth Response) to the March 18, 2026 *Administrative Law Judge’s Fifth Ruling*
7 *Directing Filing of Additional Information Within 10 Days* (“Fifth Ruling”).

8 As an initial issue, the Fifth Ruling gave Charter and Cox the option of submitting their
9 answers to the questions in the Fifth Ruling as either a response or testimony.¹ Both Charter and
10 Cox chose to submit responses. When asked to identify witnesses who could testify as to the
11 information in those responses, Charter responded:

12 The ALJ ruling provided Joint Applicants an opportunity to submit as a response or
13 testimony, and Charter submitted as a response. The ALJ ruling did not require Joint
14 Applicants to identify a sponsor for each response and so Charter has not done so, in
15 keeping with the prior responses to ALJ rulings in this proceeding.²

16
17 Similarly, Cox responded:

18 As Zeb [Zankel, counsel for Charter] notes in his email below, the ALJ Fifth Ruling
19 authorized the Joint Applicants to submit the requested information as a “response,” and
20 accordingly, Cox submitted its information as a “response.” In complying with the ALJ
21 Fifth Ruling as permitted, Cox did not submit testimony for which a witness would be
22 identified.³

23
24 It is my understanding that, given Charter and Cox’s submission of responses (rather than sworn
25 testimony) and refusal to identify witnesses who could testify as to the information in those

¹ Attachment A at p. 3. Attachment A is a copy of an email chain between the parties detailing Charter and Cox’s response to TURN’s request that Joint Applicants identify sponsors for the information in the Fifth Responses.

² Attachment A, p. 2.

³ Attachment A, p. 1.

1 responses, any factual allegations in those responses have not been proffered as evidence in this
2 proceeding and thus cannot be admitted into the factual record. While I will discuss some of
3 those factual allegations in this testimony, the Commission should not interpret my testimony as
4 an acknowledgement or admission that the factual allegations in the responses are admissible as
5 evidence.

6 In this testimony, I address Joint Applicants' improper attempts to prevent the Commission
7 from considering merger-specific public harms to broadband, video, and mobile services stemming
8 from the transaction, and I also address how Charter's response strengthens the argument that the
9 proposed transaction will not benefit the public interest. In particular, I note that Joint Applicants
10 provide no meaningful new information in their responses, cite extra-record evidence (without ever
11 explaining what that evidence is), and make claims about benefits that are not merger-related or
12 verifiable. Finally, I explain why Charter's proposed community investment model is inequitable.

13 II. DISCUSSION

14 A. The Commission Should Reject Joint Applicants' Repeated Attempts to 15 Frame the Proceeding in a Manner Inconsistent with the Scoping Memo.

16 As it has done repeatedly since filing its application, Charter argues that the
17 Commission's review of this proceeding should not include consideration of broadband, video,
18 or mobile services while, at the same time arguing that the Commission should consider the
19 purported broadband-, video-, and mobile services-related public benefits that could result from
20 the Transaction:

21 By providing the responses below, Charter does not concede that broadband,
22 mobile, and video services are within the scope of this proceeding. Nonetheless,
23 without waiving these objections, and to facilitate the Commission's timely
24 review of the Joint Application, Charter submits the following responses and
25 exhibits, which illustrate how the Transfer and broader national Transaction will
26 benefit consumers in California, bringing more innovation and investment into the

1 State, better value for customers through more affordable service offerings, and a
2 stronger competitor in the marketplace.⁴

3 In fact, Charter’s response almost entirely focuses on broadband, wireless, and video services,
4 and mentions wireline telephone service only in passing:

5 “Charter respectfully notes that Cox California, which provides wireline voice
6 and enterprise services only and does not provide standalone cable, mobile, or
7 residential internet services, is the sole public utility subject to the Joint
8 Application. Although the Transfer does not directly implicate the broadband,
9 mobile, and video services offered by the Cox subsidiaries that are not parties to
10 the Transfer, Charter believes that unifying the resources and experience of both
11 Charter and Cox will make the combined company a stronger competitor across
12 all lines of service, including the voice and enterprise services that are directly
13 implicated by the Transfer, as well as broadband, mobile, and video services in
14 the context of the broader Transaction.”⁵

15 This overwhelming focus on broadband, mobile, and video services to the detriment of any
16 discussion of impacts on wireline voice services persists through Charter’s entire response. For
17 example, Charter states that “[i]mportantly, current Cox customers will, as a result of the
18 Transaction, gain *access* to potential savings across fixed broadband, mobile, video, and bundled
19 services,”⁶ and that Charter’s “Customer Commitment applies to all of Charter’s service
20 offerings—broadband, mobile, video, and voice—not just to CPUC-regulated services.”⁷

21 Joint Applicants (and Charter in particular) appear to be simultaneously arguing that the
22 Commission should only consider the impacts of the proposed transaction on voice services and
23 that the Commission should only consider impacts on broadband, mobile, and video services, but
24 only to the extent that those impacts weigh in favor of granting the transaction. Doing so would
25 be the equivalent of the Commission reviewing whether the proposed transaction would

⁴ Charter Fifth Response at p. 2, fn. 4.

⁵ Charter Fifth Response at p. 2.

⁶ Charter Fifth Response at p. 7.

⁷ Charter Fifth Response at p. 17.

1 “maintain or improve the financial condition”⁸ of the combined company by examining the
2 potential revenues of that company without also considering the potential liabilities. The
3 Commission’s public interest review is not a semantic game, and the Commission should
4 consider all potential public interest impacts when reviewing the proposed transaction.

5 **1. Joint Applicants’ Responses Strengthen Claims that the Proposed**
6 **Transaction Will not Benefit the Public Interest.**

7 While Joint Applicants’ responses confidently make unsupported claims about myriad
8 public interest benefits that they promise will result from the proposed transaction, those same
9 responses contain ample evidence that those claims are based on theory and unsupported
10 assumptions. When responding to the Fifth Ruling’s questions about specific benefits, Charter
11 repeatedly admits that it does not have any concrete data to support its arguments. For example,
12 Charter states that it simply does not know the answer to multiple questions about cost savings,
13 timing, locations for infrastructure build-out, customer communications, or community benefits:

- 14 • “Charter cannot present a definitive savings amount per customer on a monthly,
15 quarterly, and annual basis as the question contemplates, but instead we provide
16 below, representative information about specific areas that Cox customers would
17 expect to see savings if they chose a Charter package.”⁹
- 18 • “Charter cannot, as a result, commit that all future customer promotions [such as
19 individual, non-uniform offerings like ‘back to school’ promotions or promotions
20 only for low-income customers or new customers] will be available to all post-
21 Transaction customers.”¹⁰
- 22 • “Charter has no current plans to change its Customer Commitment post-
23 Transaction. The company intends to extend it in the Cox areas under the same
24 voluntary terms that it offers the Customer Commitment elsewhere throughout its
25 footprint today, and to no greater or lesser extent than it exists throughout the
26 other areas served by Charter in California and across the country.”¹¹

⁸ Cal. Pub. Util. Code §854(c)(1).

⁹ Charter Fifth Response at pp. 3-4.

¹⁰ Charter Fifth Response at p. 14.

¹¹ Charter Fifth Response at pp. 20-21.

- 1 • “Charter intends to communicate to Cox customers about the extension of the
2 Customer Commitment through a variety of means, which may include, but may
3 not be limited to mass media, inbound customer service channels, and other sales
4 and marketing channels (such as customer portals), and direct communications
5 such as bill statement messages. The exact timing of when such outreach,
6 marketing, communications, and awareness tactics will be employed depends on
7 how quickly legacy Cox systems and processes can be updated to align with
8 current Charter practices. Charter cannot, at this time, provide definitive
9 information or make specific determinations about future timing, but it does
10 expect to integrate these policies within one year after closing the Transaction.”¹²
- 11 • “Charter has not yet made final determinations regarding how the combined
12 company will determine its community benefit expenditures for the next five
13 years. Charter anticipates responding to new opportunities and programs that may
14 arise in the future but do not exist today and expects that response to include
15 additional contributions and investments as it identifies new or expanded
16 opportunities with communities and organizations in Cox territories that will
17 become part of the combined company’s service area.”¹³
- 18 • “Charter clarifies that all pricing described in this and other responses to this ALJ
19 Ruling, unless otherwise stated, is based on current prices as of the date of this
20 response. Pricing is subject to change in the ordinary course of business in light of
21 marketplace conditions, including costs, competitive offerings, and customer
22 demand.”¹⁴
- 23 • “Although Charter has not made final determinations regarding timing, Charter
24 confirms that it intends to make all of Charter’s consumer-friendly, affordable
25 plans, including its bundled home internet and mobile wireless plans, available in
26 Cox’s California service territory, and expects to introduce Spectrum offerings
27 within Cox’s service areas within six months to a year of closing of the
28 Transaction.”¹⁵
- 29 • Charter cannot, at this time, provide definitive information or make specific
30 determinations about future timing, but it does expect to integrate these policies
31 within one year after closing the Transaction.”¹⁶
- 32 • “Consumers also stand to gain from even more favorable pricing if they select
33 Charter’s bundled service offerings, and depending on the specific services

¹² Charter Fifth Response at p. 21.

¹³ Charter Fifth Response at p. 54.

¹⁴ Charter Fifth Response at p. 35, fn. 99.

¹⁵ Charter Fifth Response at p. 16.

¹⁶ Charter Fifth Response at p. 21.

1 selected, these offerings currently provide customers with guaranteed pricing for
2 up to three years.”¹⁷

3 • “Charter does not have specific plans for geographic identification or
4 infrastructure build-out to connect previously unserved or underserved California
5 communities.”¹⁸

6 Additionally, even where it does provide some minimal information responsive to the Fifth
7 Ruling’s questions, Charter includes qualifying language or indicates that its plans could change
8 at any time:

9 • “While Charter does not have a formal written ‘policy’ document specific to its
10 low-income plans, all Spectrum services are subject to applicable service terms
11 and conditions and are subject to change.”¹⁹

12 • In specific response to this Question, Charter does not anticipate that the
13 combined company will change any applicable policies referenced by this
14 Question as a result of the Transaction, and Charter will continue to comply with
15 all applicable requirements of DIVCA.”²⁰

16 • “Charter has no current plans to change the relevant service terms as a result of
17 the Transaction.”²¹

18 • “Charter has no current plans to change its Customer Commitment post-
19 Transaction.”²²

20 Joint Applicants’ Application and previous testimony simply do not provide sufficient evidence
21 about the potential harms and benefits of the proposed transaction. The Fifth Responses are not
22 additional evidence (as discussed above), nor do they add any new information.

23

¹⁷ Charter Fifth Response at p. 11.

¹⁸ Charter Fifth Response at pp. 27, 28.

¹⁹ Charter Fifth Response at p. 37.

²⁰ Charter Fifth Response at p. 43.

²¹ Charter Fifth Response at p. 35.

²² Charter Fifth Response at pp. 20-21.

1 **B. Joint Applicants Provide No New Information Responsive to the**
2 **Commission’s Questions.**

3 **1. Joint Applicants Repeatedly Rely on Information that They Have**
4 **Already Provided to the Commission.**

5 While Charter’s response is lengthy, it contains almost no new information. Rather, it
6 repeats information that has previously been produced. For example, when discussing potential
7 savings from Charter’s bundled service offerings, Charter cites to its previous witness
8 testimony.²³ Examples include:

- 9 • “As demonstrated in the Joint Application...the Transaction will positively
10 impact the pricing of broadband, mobile, and video services for Cox customers
11 who chose Charter packages.”²⁴
- 12 • [A]s described in Dr. Keating’s Testimony, and Mr. Falk’s and Mr. Andreski’s
13 Rebuttal Testimony...²⁵
- 14 • “As illustrated across Charter’s filed testimony, including by Dr. Keating, Mr.
15 Falk, and Mr. Andreski,...the Transfer, together with the Transaction, will result
16 in substantial savings for California customers.”²⁶
- 17 • “[A]s described in Dr. Keating’s Testimony, and Mr. Falk’s and Mr. Andreski’s
18 Rebuttal Testimony, Charter offers customers a better value across both its
19 standalone and bundled offerings for customers switching to Charter.”²⁷

20 Charters’ repetition of information that it has already provided to the Commission ignores the
21 clear indication in the Fifth Ruling that testimony previously provided is insufficient to address
22 issues that have raised the Commission’s concern. Additionally, it is, unfortunately, an all-too
23 familiar tactic by industry parties. For example, in two recent proceedings involving
24 applications by AT&T, the Commission found that AT&T’s repetition of past arguments
25 insufficiently addressed the Commission’s concerns and was ultimately fatal to AT&T’s case.²⁸

²³ Charter Fifth Response at p. 11.

²⁴ Charter Fifth Response at p. 3.

²⁵ Charter Fifth Response at pp. 5-6.

²⁶ Charter Fifth Response at p. 4.

²⁷ Charter Fifth Response at pp. 5-6.

²⁸ See D.25-12-004 at pp. 39-40 (Dec. 5, 2025); D.26-04-024 at pp. 21-22 (June 24, 2024).

1 **2. Charter’s Reliance on Extra-Record Evidence is Improper.**

2
3 Charter’s response repeatedly cites to information that has not been provided to the
4 Commission by any party and is not part of any sworn testimony or otherwise incorporated into
5 the record.²⁹ Much of this information consists of Charter’s response to various data requests
6 issued by other parties to this proceeding.³⁰ For example, when discussing potential savings
7 from Charter’s bundled service offerings, Charter cites to its current web page.³¹ When
8 discussing a purported mitigation measure of \$55 million in grant funding, Charter notes that
9 details about the proposed grant funding are “described in Charter’s discovery responses to the
10 intervenors.”³² When describing the purported pricing impacts and customer cost savings of the
11 proposed transaction, Charter states that those economic benefits are demonstrated in the Joint
12 Application and in responses to data requests from intervenors and the Public Advocate’s Office
13 in this proceeding”³³ and “in various discovery responses.”³⁴ Without providing information in
14 the record, Charter fails to supply any basis for the Commission to consider the assertions based
15 on this information.
16

²⁹ See Charter’s Fifth Response at p. 1, fn. 2 (“Throughout this response, Charter has included citations to its responses provided in discovery to demonstrate that it has made responses to similar queries from intervenors and Cal Advocates throughout the proceeding, and that this information is available to them”).

³⁰ Charter’s Fifth Response is replete with references to information “in various discovery responses” (Charter’s Fifth Response at p. 6) and “responses to the discovery of the Center for Accessible Technology, The Utility Reform Network, and California Emerging Technology Fund.” Charter’s Fifth Discovery Response at pp. 6-7.

³¹ Charter Fifth Response at p. 11.

³² Charter Fifth Response at p. 47.

³³ Charter Fifth Response at p. 3.

³⁴ Charter Fifth Response at pp. 3-4.

1 **C. Joint Applicants’ Claims that Charter Would Not Deliver Specific Benefits**
2 **Absent the Transaction are Irrelevant.**

3
4 **1. Joint Applicants’ Purported Merger Benefits are not Merger-Specific.**

5 Joint Applicants repeatedly claim that the proposed transaction will result in benefits that
6 “would not happen” or “would not occur” absent the transaction. For example, Joint Applicants
7 claim that if the Commission does not approve the transaction:

- 8 • Cox customers would not benefit from a provider that offered a consistent pricing
9 model;³⁵
- 10 • Cox customers would not have access to Charter’s service offerings in areas
11 where Charter does not currently offer service in the majority of Cox’s service
12 territory;³⁶
- 13 • Cox customers would not have access to the Commission’s Broadband Pilot
14 Program;³⁷ and
- 15 • Charter would not “provide a \$50 million grant to a corporate foundation that
16 promotes community leadership and support across the combined company’s
17 service area” or “make an additional \$5 million investment to establish an
18 employee relief fund.”³⁸

19
20 Joint Applicants’ claims that certain outcomes would not occur absent the merger are irrelevant
21 and demonstrate a significant misunderstanding of the what are considered *merger-specific*
22 benefits. When considering whether alleged benefits are merger-specific, reviewing agencies do
23 not consider whether those benefits would not occur without the proposed transaction. Rather,
24 they consider whether those benefits “*could not* be achieved without the merger under review.”³⁹
25 In making this determination, the agencies consider whether those benefits could be achieved

³⁵ Charter Fifth Response at pp. 4, 14, citing Rebuttal Testimony of Adam Falk at p. 10.

³⁶ Charter Fifth Response at p. 12.

³⁷ Charter Fifth Response at p. 14

³⁸ Charter Fifth Response at p. 47. We address Charter’s community investment commitments in further detail below.

³⁹ U.S. Department of Justice and the Federal Trade Commission, Merger Guidelines at p. 32. (Dec. 18, 2023), *available at*

https://www.ftc.gov/system/files/ftc_gov/pdf/2023_merger_guidelines_final_12.18.2023.pdf (last accessed Apr. 9, 2026) (Merger Guidelines) (emphasis added).

1 without the proposed transaction, such as through “organic growth of one of the merging firms,
2 contracts between them, mergers with others, or a partial merger involving only those assets that
3 give rise to the procompetitive efficiencies.”⁴⁰ In other words, it is insufficient for merger
4 applicants to claim that they will not take specific action if the merger is not approved. Rather,
5 they must demonstrate that the benefits will occur *only* if the transaction is approved.

6 Joint Applicants have not explained why the Commission’s rejection of the proposed
7 transaction would *necessarily* prevent existing Cox customers from having access to a provider
8 with a consistent pricing model, or the Commission’s Broadband Pilot Project. Nothing
9 precludes Cox (or another provider) from adopting a consistent pricing model or participating in
10 the Broadband Pilot Project. Similarly, there is nothing preventing Charter from offering service
11 throughout Cox’s service territory by expanding its service territory, or leasing network capacity
12 from another provider. However, Charter’s misunderstanding of the relevant merger review
13 standards is at its most extreme when claiming that Charter will only make a promised \$55
14 million investment in communities if the Commission approves the merger. Charter has not
15 explained how the proposed transaction is necessary to allow Charter to make such an
16 investment, nor have they explained why Charter cannot make a similar investment in both
17 Charter and Cox’s service territories *right now*. This is likely because Charter is not incapable of
18 making such an investment. Rather, it is making the choice not to do so. Alternatively, if
19 Charter currently lacks access to \$55 million in liquid assets and cannot obtain that money or
20 financing without the proposed transaction, this raises serious questions about Charter’s claims
21 that the post-merger company will have the cash flow or financial access necessary to keep

⁴⁰ Merger Guidelines at p. 32.

1 prices low or deploy broadband infrastructure in areas that need it. The Commission should
2 reject the baseless claims that any of the above-listed benefits are merger-specific.

3 There is, however, at least one merger-specific harm that would not have happened but
4 for the transaction. As discussed in my earlier testimony, Charter would not have eliminated its
5 Diversity, Equity, and Inclusion efforts but for the fact that it needed to do so to obtain FCC
6 approval of the transaction.⁴¹

7 2. Joint Applicants’ Purported Merger Benefits are Not Verifiable.

8 When considering alleged merger benefits, reviewing agencies consider whether “[t]hese
9 benefits are verifiable, and have been verified, using reliable methodology and evidence not
10 dependent on the subjective predictions of the merging parties or their agents.”⁴² Merger
11 benefits “are often speculative and difficult to verify and quantify,” and benefits “projected by
12 the merging firms often are not realized.”⁴³ If reliable methodology for verifying merger
13 benefits “does not exist or is otherwise not presented by the merging parties, the Agencies are
14 unable to credit” those benefits.⁴⁴

15 Charter attempts to bolster its argument by citing to Charter policies, intentions, and
16 aspirations. For example, Charter states that:

- 17 • “Charter’s *overarching strategy* is to offer better-value packages and pricing
18 options that encourage customers to select a new Spectrum plan voluntarily rather
19 than forcing them off plans they currently enjoy.”⁴⁵
- 20 • “Charter reiterates that making prices low for all customers is core to Charter’s
21 *philosophy*.”⁴⁶
- 22 • “The Customer Commitment represents an internal effort to hold Charter to a
23 higher standard of customer accountability. Charter *strives*, through this
24 commitment, to provide a superior level of service to customers than those

⁴¹ Goodman Rebuttal Testimony at pp. 7-9.

⁴² Merger Guidelines at p. 33.

⁴³ Merger Guidelines at p. 33.

⁴⁴ Merger Guidelines at p. 33

⁴⁵ Charter Fifth Response at p. 5 (emphasis added).

⁴⁶ Charter Fifth Response at p. 5 (emphasis added).

1 offered by competitors to differentiate the company’s products and services from
2 our rivals.”⁴⁷

- 3 • “Charter *is committed to* improving communities and impacting lives where its
4 customers and employees live and work, including through signature
5 philanthropic and employee engagement programs in California and across its
6 footprint.”⁴⁸
- 7 • “Charter confirms that it *intends to* continue to provide customers with the best
8 value for their individual needs and preferences at the most competitive prices.”⁴⁹
- 9 • “While Charter does not have a formal written ‘policy’ document specific to its
10 low-income plans, all Spectrum services are subject to applicable service terms
11 and conditions and are subject to change.”⁵⁰

12
13 While these goals may be laudable, at no point does Charter explain how those aspirational goals
14 will result in actual, verifiable benefits to consumers or the public interest. Charter’s intentions
15 are not verifiable benefits, and the Commission should not treat them as such.

16 **D. Charter’s Proposed Community Investment Model is Insufficient to Ensure**
17 **that any Post-Transaction Merger Benefits Flow Equitably to All Affected**
18 **Communities.**

19 The Fifth Ruling explicitly asks Joint Applicants to describe not only their current
20 community benefits efforts, but also the combined company’s community benefits efforts.⁵¹
21 Charter responds by asserting that it “is committed to improving communities and impacting
22 lives where its customers and employees live and work, including through signature
23 philanthropic and employee engagement programs in California and across its footprint.”⁵²

24 Charter claims that it will expand its existing community benefit programs into Cox’s
25 service territory, that it will provide a \$50 million grant to establish a foundation to provide
26 support in the communities where the combined company operates in the United States, and that
27 it will provide \$5 million to establish an “Employee Relief Fund” to assist employees

⁴⁷ Charter Fifth Response at p. 17 (emphasis added).

⁴⁸ Charter Fifth Response at pp. 43-44 (emphasis added).

⁴⁹ Charter Fifth Response at pp. 34-35 (emphasis added).

⁵⁰ Charter Fifth Response at p. 37 (emphasis added).

⁵¹ Fifth Ruling at p. 11.

⁵² Charter Fifth Response at p. 44.

1 experiencing financial hardships where the company operates in the United States.⁵³ It is unclear
2 whether “employees experiencing financial hardships” include employees that lose their jobs
3 because of the combined company’s elimination of redundant roles or downsizing.

4 As a threshold issue, CforAT has concerns about the efficacy of Charter’s community
5 benefit programs, especially given Charter’s dismissive attitude towards community concerns.
6 When asked how the combined company plans to collaborate with unserved communities,⁵⁴
7 Charter responds that “[t]o the degree that any such community members have questions for
8 Charter, either about its service offerings generally or this Transaction specifically, Charter’s
9 government affairs team is, of course, ready to provide such information, as it has consistently
10 done in the ordinary course of its business.”⁵⁵ Based on its own description of its regular
11 practices, Charter appears to be placing the burden on community members to bring their
12 concerns to the combined company, rather than actively engaging the communities the combined
13 company serves on a consistent basis. This approach creates a substantial risk that if Charter’s
14 grant programs were in place, Charter would provide insufficient outreach to communities,
15 leaving that money unspent and failing to create community benefits. Additionally, Charter does
16 not specify how much of the total \$55 million spending would reach California communities
17 affected by the transaction. Based on Charter’s current explanation of its community
18 engagement practices and community benefits programs, there is a substantial risk that
19 California customers harmed by the proposed transaction will not receive any of the combined
20 company’s public benefits spending.

⁵³ Charter Fifth Response at p. 44.

⁵⁴ Fifth Ruling at p. 26.

⁵⁵ Charter Fifth Response at p. 27.

1 A similar concern is that Charter’s proposal would leave control of public benefit funds
2 in the hands of one entity. In my first Rebuttal testimony, I explained that such an approach can
3 result in inequitable distribution of funds, because the single funder can create programs that do
4 not meet the needs of specific communities.⁵⁶ A single funder will typically attempt to create a
5 program that is accessible to the broadest number of eligible participants. While this intention is
6 noble, a funder’s implicit bias⁵⁷ can result in a program that fails to consider the needs of
7 smaller, diverse communities.

8 The term “dominant funder” refers to a funder who controls the vast majority of funding
9 for advocacy on a specific issue; that dominance can lead to what is known as “agenda
10 distortion.”⁵⁸ Agenda distortion can occur when a funder positions themselves, rather than
11 impacted communities, as the expert and fosters relationships with only those community
12 organizations that agree with the funder’s ideas and approaches.⁵⁹ For example, between 2000
13 and 2024, the Gates Foundation donated approximately 5.5 billion dollars to the World Health
14 Organization.⁶⁰ As a result of the Gates Foundation’s restrictions on how the funds could be
15 spent, only one percent of the Foundation’s funding was spent on the treatment of non-
16 communicable diseases, even though those diseases account for 74 percent of worldwide
17 deaths.⁶¹ This funder dynamic has been characterized as “I have money, I give you money.

⁵⁶ Goodman Rebuttal Testimony at p. 26.

⁵⁷ See Goodman Testimony at pp. 8-11.

⁵⁸ Surdna.org, How NFG is Disrupting Funder-Grantee Dynamics (Dec. 5, 2018), *available at* <https://surdna.org/news-insights/how-nfg-is-disrupting-funder-grantee-dynamics/> (last accessed Apr. 9, 2026).

⁵⁹ Surdna.org, How NFG is Disrupting Funder-Grantee Dynamics (Dec. 5, 2018), *available at* <https://surdna.org/news-insights/how-nfg-is-disrupting-funder-grantee-dynamics/> (last accessed Apr. 9, 2026).

⁶⁰ fundsforNGOs.org, The Gates Foundation’s Influence: How Donor Funding Drives WHO’s Global Health Agenda (Oct. 29, 2025), *available at* <https://news.fundsforngos.org/2025/10/29/the-gates-foundations-influence-how-donor-funding-drives-whos-global-health-agenda/> last accessed Apr. 9, 2026.

⁶¹ *Id.*

1 Because I have money, I have power to set the agenda, and you don't."⁶² This mindset results
2 in funders rejecting effective proposals that do not match the funder's existing ideas, even when
3 there is robust evidence demonstrating that those proposals will achieve the funder's desired
4 outcomes. Leaving community funding in the hands of a single entity reduces the opportunity
5 for community input on what solutions work best for them, thereby diminishing the public
6 benefits of that funding.

⁶² Surdna.org, How NFG is Disrupting Funder-Grantee Dynamics (Dec. 5, 2018), *available at* <https://surdna.org/news-insights/how-nfg-is-disrupting-funder-grantee-dynamics/> (last accessed Apr. 9, 2026).