

Exhibit TURN-52-X

**HIGHLY CONFIDENTIAL RESPONSE OF
CHARTER COMMUNICATIONS, INC. AND
CHARTER COMMUNICATIONS HOLDINGS, LLC
TO *TURN REVISED DATA REQUEST 004***

Application 25-07-016

Request Date: February 18, 2026

Response Date: March 10, 2026

**HIGHLY CONFIDENTIAL RESPONSE OF
CHARTER COMMUNICATIONS, INC. AND
CHARTER COMMUNICATIONS HOLDINGS, LLC
TO TURN REVISED DATA REQUEST 004**

Charter Communications, Inc. and Charter Communications Holdings, LLC (collectively, “Charter”) hereby submit this response (“Response”) to the requests submitted by The Utility Reform Network (“TURN”) on February 18, 2026, as part of the Application (“A.”) 25-07-016 proceeding (“Data Requests”). Subject to the following request for confidential treatment, general and specific objections as applicable, and reservations of rights, Charter responds as set forth herein.

REQUEST FOR CONFIDENTIAL TREATMENT

Charter has designated certain information provided in response to Data Request No. 004 as **Highly Confidential Information** and **Confidential Information**, and Charter respectfully requests that all such information be protected from public disclosure.

This Response is submitted pursuant to the *Nondisclosure and Protective Agreement* by and between Charter and TURN dated November 17, 2025 (“NDA”). By accepting this Response, including all accompanying documents and information, TURN consents to treat all material designated Confidential Information and Highly Confidential Information in strict accordance with the terms of the NDA.

As a courtesy, and to assist any future effort by TURN to protect and maintain the confidentiality of such materials in filings before the Commission in the above-referenced proceeding, Charter has enclosed the declaration of Torry R. Somers in support of the confidentiality designations for Data Request No. 004.

GENERAL OBJECTIONS

1. TURN has submitted instructions for Charter to follow in responding to the Data Requests. Propounding parties are not entitled to compliance with such instructions, however, and to the extent Charter has voluntarily complied with some or all of the instructions, such compliance does not constitute consent to the instructions and is not a waiver of any of Charter’s rights.¹ Charter objects to each and every instruction submitted with the Data Requests to the extent all or any of them exceed the requirements of applicable law and/or purport to impose on Charter any obligations greater than those set forth in the California Public Utilities Code, the Commission Rules of Practice and Procedure, Commission orders and decisions, and/or any other statutes, orders, rules, or laws governing the proper scope and extent of discovery in this proceeding.

¹ See, e.g., Cal. Civ. Proc. Code § 2030.060(d) (“No preface or instruction shall be included with a set of interrogatories.”).

2. Charter objects to the Data Requests to the extent all or any of them seek information and/or documents relating to (a) any other person, entity, or affiliate that is not subject to the jurisdiction of the Commission or that does not conduct regulated operations in the State of California; and/or (b) matters, including services, products, or technologies, that are not subject to the jurisdiction of the Commission, are beyond the scope of this proceeding, or where the Commission's authority is limited and such authority does not extend to the matter at hand under state and/or federal law. For example, the Commission has limited authority over video and broadband service,² and such authority does not extend to those services in the context of this proceeding, including regulation of general video programming.³ In particular, video service is irrelevant to this proceeding. Cox California, the only transferee at issue in the Joint Application, does not provide video services; even if it did, the Digital Infrastructure and Video Competition Act ("DIVCA") governs the transfer of state video franchisees, and by law requires only notice and not Commission review.⁴ Furthermore, the Commission does not possess broad discovery authority over video service providers. Under DIVCA, "[t]he holder of a state [video] franchise shall not be deemed a public utility as a result of providing video service."⁵ While the Joint Application referenced certain video-market benefits as context, it expressly stated such information is "outside the scope" of this proceeding.⁶ Additionally, the Commission lacks jurisdiction over broadband service,⁷ including over the cost of broadband service;

² See Cal. Const. art. XII, § 6 (limiting the Commission's plenary jurisdiction to "public utilities"); Cal. Pub. Util. Code § 216(a)(1) (defining public utilities as including "every common carrier, toll bridge corporation, pipeline corporation, gas corporation, electrical corporation, telephone corporation, telegraph corporation, water corporation, sewer system corporation, and heat corporation" but not cable or broadband companies). Cal. Pub. Util. Code § 5810(a)(3) ("[V]ideo service providers are not public utilities or common carriers"); see also *In re Restoring Internet Freedom*, Declaratory Ruling, Report and Order, and Order, 33 FCC Rcd 311, 429 ¶ 199 (2018) ("As a preliminary matter, it is well-settled that Internet access is a jurisdictionally interstate service"), *vacated in part*, *Mozilla Corp. v. FCC* (D.C. Cir. 2019) 940 F.3d 1; *Ohio Telecom Ass'n v. FCC (In re MCP No. 185)* (6th Cir. 2025) 124 F.4th 993, 1004 (quoting 47 U.S.C. § 230(b)(2) ("[T]he policy of the United States is 'to preserve the vibrant and competitive free market that presently exists for the Internet and other interactive computer services, unfettered by Federal or State regulation.'")).

³ See 47 U.S.C. § 544(b)(1).

⁴ Cal. Pub. Util. Code § 5840(m)(1); General Order 169, § VII.F.1.

⁵ Cal. Pub. Util. Code § 5820(c); see also *id.* § 5810(a)(3) (noting "video service providers are not public utilities or common carriers").

⁶ A.25-07-016, 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) at 22 (July 30, 2025) ("Joint Application"). The Transfer is part of the transaction that will result in a combination of Charter and Cox under common ownership (the "Transaction").

⁷ The Commission has held that "Internet service is classified for state and federal regulatory purposes as an 'information service' and ... state commissions such as the California Public Utilities Commission *do not have jurisdiction over information services* even if the providers also provide 'communications services' that are subject to state regulation." *In re Arthur G. Peterson, Complainant, vs. Verizon*

therefore, the broadband services offered by the California operating subsidiaries of Charter and Cox are not subject to cost-of-service or other rate regulation by the Commission. Unless stated otherwise, Charter limits its Response to data and information pertaining directly to the transfer of control described in the Joint Application⁸ submitted in A.25-07-016 (the “Transfer”), which excludes matters relating to mobile, video, and broadband services. Nothing in this Response should be construed as conceding that Spectrum Pacific West, LLC—Charter’s unregulated broadband and cable affiliate that is not a party to the Joint Application nor subject to the Transfer—is a “[p]ublic utility” as defined by Public Utilities Code Section 216, or that either broadband or mobile are within the scope of this proceeding. Furthermore, nothing in this Response should be construed as conceding that Spectrum Mobile, LLC—Charter’s mobile affiliate that is not a party to the Joint Application nor subject to the Transfer—is within the scope of this proceeding. Charter likewise limits its Response to data and information in the possession, custody, or control of Charter’s subsidiaries and affiliates registered in California, unless stated otherwise.

3. Charter objects to the Data Requests to the extent all or any of them seek or purport to seek the disclosure of information or documents from both Charter and Cox. Charter responds to the Data Requests with respect to Charter only.
4. Charter objects to the Data Requests as improper, overbroad, and unduly burdensome to the extent that all or any of them seek the disclosure of information or documents containing privileged communications, attorney work product, and/or other protected information on the ground that such discovery is not permissible under the California Code of Civil Procedure, California Evidence Code, or applicable rules in the Commission’s Rules of Practice and Procedure. Demand is hereby made that any such inadvertently produced documents or items be returned to Charter immediately together with any copies.
5. Charter objects to the Data Requests to the extent all or any of them improperly request or purport to require access to confidential, competitively sensitive, and/or proprietary business information and trade secrets belonging to Charter, including information subject to protection under the California Public Records Act (“CPRA”) and other provisions of substantive law that restrict public access to sensitive and proprietary information.
6. Charter objects to the Data Requests to the extent all or any of them seek the production of information and/or documents not in Charter’s possession, custody, or control, or in the requested format, not readily available to Charter, or produced and kept by Charter in its ordinary course of business.
7. Charter objects to the Data Requests to the extent all or any of them seek the production of information and/or documents that were not prepared by Charter and/or which Charter is not entitled to disseminate to a third party.

California, Inc. (U1002C) and Pacific Bell Telephone Company, dba AT&T California (U1001C), Defendants, D.13-12-005 at 2, 2013 Cal. PUC LEXIS 677, at *2 (emphasis added) (footnotes omitted).

⁸ Joint Application at 1.

8. Charter objects to the Data Requests to the extent all or any of them seek the production of information and/or documents that are neither relevant to the subject matter involved in this proceeding, admissible in evidence, nor reasonably calculated to lead to the discovery of admissible evidence.
9. Charter objects to the Data Requests to the extent all or any of them, either on their own or when read in conjunction with the instructions contained therein, seek confidential and proprietary materials relating to Charter's customers or business practices whose probative value in this proceeding is substantially outweighed by the risk of prejudice or other potential harm to Charter.
10. Charter objects to the Data Requests insofar as all or any of them are vague, ambiguous, cumulative, duplicative, overly broad and unduly burdensome, imprecise, or utilize terms that are subject to multiple interpretations and are not properly defined or explained for purposes of the information request.

RESERVATIONS OF RIGHTS

1. Any information or materials provided in response to these Data Requests shall be without prejudice to Charter's right to object to the admissibility of such information or materials as evidence, or its right to object to further discovery of documents, other information, or materials relating to the same or similar subject matter upon any valid ground, nor be deemed a waiver of objections or applicable privileges. Charter reserves the right to interpose further objections at the time of producing data or documents or to withdraw any objection interposed herein.
2. The fact that any response is given to the Data Requests is not an admission or concession that the substance of the Data Request is permissible discovery or inquiry.
3. Charter's Response is not an admission or concession as to any matter of law, including, without limitation, the extent of the Commission's jurisdiction or authority over any matter being investigated or considered by the Commission.
4. Charter's investigation and discovery of the matters relating to the Data Requests are continuing. The responses and objections herein are based upon information and or documents presently known to, and in the possession of, Charter. Charter reserves the right to rely on any documents or other evidence that may develop or subsequently come to its attention, to assert additional objections should Charter discover that there is information or grounds for objections, and to supplement or amend these responses at any time.
5. Nothing contained in these responses is intended to be or should be considered a waiver of the attorney-client privilege, attorney work-product doctrine, or other applicable privilege, immunity, the right of privacy, or other exemption from discovery. Charter specifically reserves the right to assert privileges for any privileged or otherwise protected information that is disclosed inadvertently in response to these Data Requests.

Question No. 19

Page 29, lines 9-12 of the Falk Testimony discuss a Charter offering of “bundled home internet and mobile wireless plan that provides 1 Gbps home internet plus two unlimited lines of mobile wireless service for \$100 per month for the first two years, that increases to \$145 per month by year five.”

- a. State what pricing commitment Charter is offering in California to maintain or reduce the current price of the bundled home internet and mobile wireless plan identified above.*
- b. State the duration (e.g., 10 years) of any pricing commitment Charter is offering in California to maintain or reduce the current price of the bundled home internet and mobile wireless plan identified above.*
- c. State what speed commitment Charter is offering in California to maintain or increase the current internet speed of the bundled home internet and mobile wireless plan identified above.*
- d. State the duration (e.g., 10 years) of any speed commitment Charter is offering in California to maintain or increase the current speed of the bundled home internet and mobile wireless plan identified above.*
- e. Will Charter offer the bundled home internet and mobile wireless plan a to consumers in Cox’s service areas in California?*
- f. If the answer to sub-part (e) is yes, when will Charter begin to offer the bundled home internet and mobile wireless plan a to consumers in Cox’s service areas in California?*
- g. Will Charter extend any of the commitments discussed in sub-parts (a)-(d), above, to consumers in Cox’s service areas in California?*

Response to Question No. 19

Subject to, and without waiver of, its Objections or Reservations of Rights, including those set forth in Appendix A, Charter responds as follows:⁵⁷

- a. State what pricing commitment Charter is offering in California to maintain or reduce the current price of the bundled home internet and mobile wireless plan identified above.*

As described in the Opening Testimony of Mr. Falk, Charter offers customers a better value across its bundled services, including the plan referenced in this Question, which provides Charter’s customers with access to Internet Gig plus two Spectrum Mobile Unlimited Lines bundled home and mobile broadband services, resulting in potential savings of \$1,000 or more per year compared to many of Charter’s competitors’ bundled connectivity options:

⁵⁷ Charter clarifies that all pricing described in this and other responses to this data request, unless otherwise stated, is based on current prices as of the date of this response. Pricing is subject to change in the ordinary course of business in light of marketplace conditions, including costs, competitive offerings and customer demand, and Charter cannot, as a result, make specific commitments about future pricing or speeds at this time.



Internet Speed ⁵⁸	1 Gbps	1 Gbps	1 Gbps	Up to 1 Gbps	170 – 498 Mbps
Marketed Availability	100% of footprint	20% of mobile footprint	17% of mobile footprint	Capacity Dependent	Capacity Dependent
Internet Limitations	--	--	--	Interference and reliability; compatibility with vMVPDs ⁵⁹	De-prioritization ⁶⁰ Interference and reliability; compatibility with vMVPDs ⁶¹
Internet Price ⁵⁸	\$40	\$52	\$59.99	\$60 ⁶²	\$45
Mobile Price (2 Lines) ⁵⁸	\$60	\$131.98	\$125	\$125	\$140
Mobile Taxes and Fees ⁶³	--	\$12.97	\$14.67	\$14.67	\$11.10
Total Price	\$100	\$196.95	\$199.66	\$199.67	\$196.10
Persistent Rate	\$145	\$206.95	\$214.66	\$199.67	\$196.10

In fact, just a few weeks ago, Charter unveiled one of its most powerful value pledges to date, guaranteeing new customers \$1,000 in savings in their first year if they switch their mobile service from AT&T, T-Mobile, or Verizon to at least two Spectrum Mobile Unlimited lines and transfer their internet service from any provider to Spectrum Internet Advantage or a higher-speed tier.⁶⁴

⁵⁸ The plan comparisons used in this chart were selected based on internet download speed (Spectrum Gig, AT&T 1 Gig, Fios 1 Gig, Verizon 5G Home Ultimate, T-Mobile 5G Home Internet Rely) and comparable mobile plans (Spectrum Mobile Unlimited Plus, AT&T Unlimited Extra EL, Verizon Unlimited Plus, T-Mobile Experience More). Verizon 5G Home Ultimate speeds vary by address. Internet price includes modem and Wi-Fi router. Auto-pay discounts are included. Prices are from company websites as of January 20, 2026.

⁵⁹ According to Verizon’s website as of January 20, 2026, “5G Home Internet service may not be compatible with some live TV streaming services. You can verify compatibility with your live TV streaming service provider.”

⁶⁰ According to T-Mobile’s website as of January 20, 2026: “As of May 8, 2024, T-Mobile Internet customers who exceed 1.2TB of data usage for the current billing cycle are Internet Heavy Data Users who will be prioritized last on the network.”

⁶¹ According to T-Mobile’s website as of January 20, 2026: “Streaming services that rely on IP address for specific location data to deliver live TV are not compatible with T-Mobile Home Internet. This includes Hulu Live and Sling Live TV.”

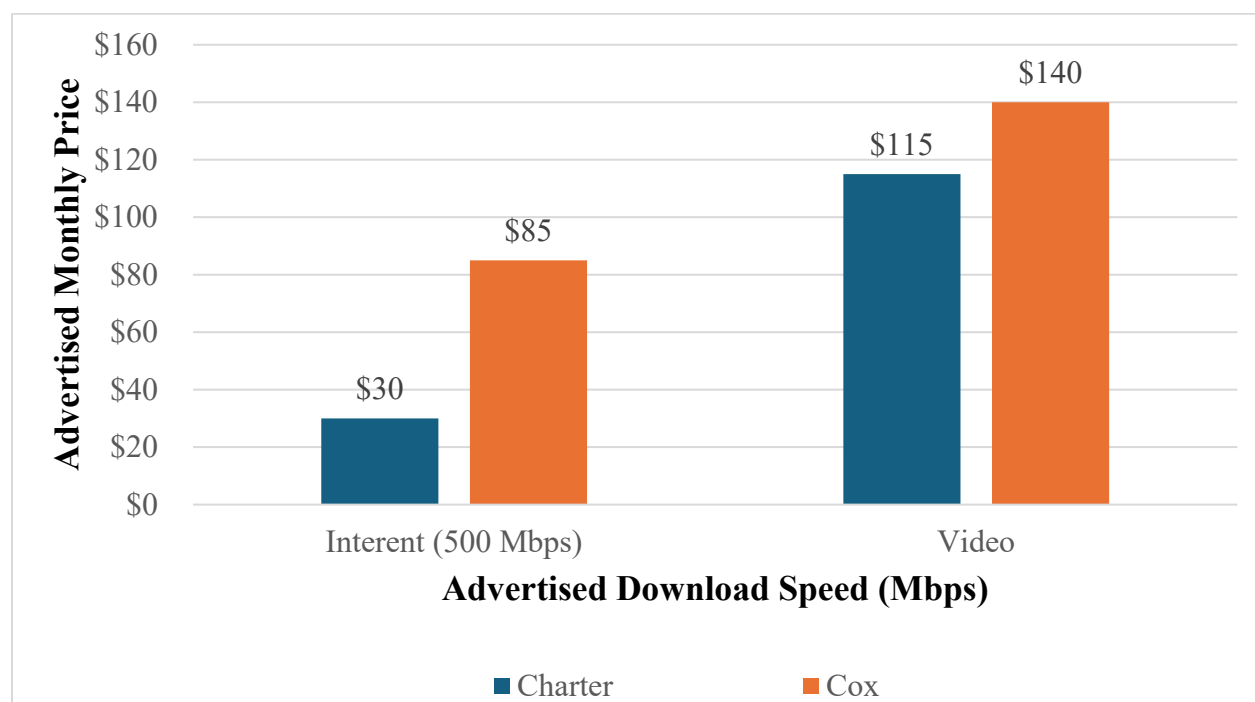
⁶² Verizon’s cheapest fixed wireless access plan (5G Home), which offers speeds up to 300 Mbps (varies by location), is priced at \$35/month when combined with a Verizon mobile plan. This \$35 plan combined with two mobile lines of Verizon’s Unlimited Plus plan has a monthly price (including taxes and fees) of \$174.67 (promotion and persistent rate) and well above Charter’s bundle rate of \$100 at promotion and \$145 (persistent) as presented in this chart.

⁶³ Taxes and fees for AT&T, Verizon, and T-Mobile are based on HarrisX Billing Snapshots calculation of average taxes and fees charged to postpaid accounts.

⁶⁴ See Press Release, Charter Communications, *Spectrum Guarantees \$1,000 Savings in the First Year for Customers Who Flee the Big 3* (Feb. 24, 2026), <https://corporate.charter.com/newsroom/spectrum-guarantees-1000-dollars-in-first-year-savings-to-flee-big-3>.

More broadly, another specific benefit of the Transaction is that Cox customers will have access to significantly less expensive alternatives than they did prior to the Transaction, and will stand to gain from even more favorable pricing if they select Charter's bundled service offerings. For example, the bundled offering referenced in this Question (*i.e.*, a 1 Gbps home internet plus two lines of unlimited mobile wireless service plan) is currently available for \$100 per month for the first two years, increasing to \$145 per month by year five, constituting a significant discount off a comparable plan from Cox (1 Gbps home internet plus two unlimited mobile wireless lines), which would cost approximately \$170 per month. Similarly, Charter's prices are also lower when broadband service is combined with a Spectrum TV plan. For example, the Spectrum Internet Premier 500 Mbps plan pricing decreases from \$50 per month for standalone to \$30 per month for two years when bundling with Spectrum TV Select Signature at \$115 per month for a total of \$145 per month.⁶⁵ Cox's introductory, promotional pricing for its Go Even Faster 500 Mbps plan is at \$85 per month (the same price as a standalone) when bundling with Contour TV Preferred at \$140 per month (also the same price as a standalone), for a total of \$225 per month.⁶⁶

Comparison of Charter and Cox Advertised Bundle Promotional Pricing for Internet + Video

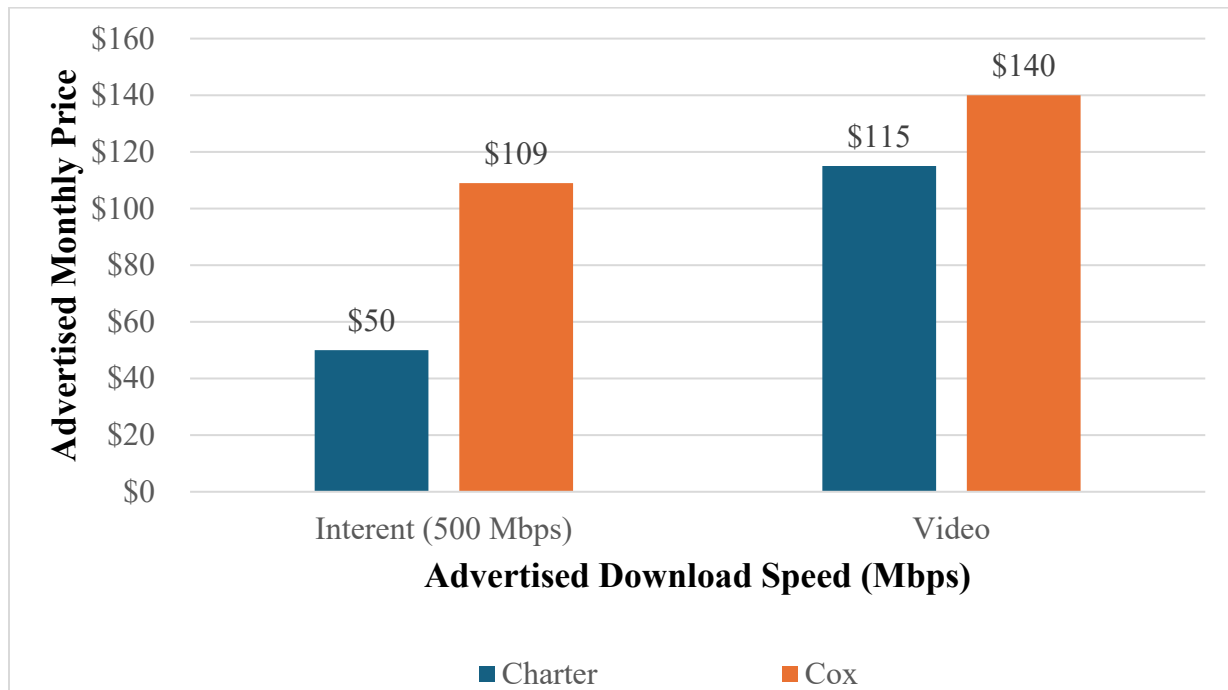


Even after stepping up to non-promotional pricing after five years, this bundled offering is currently available to Charter customers at a persistent rate of \$165. In contrast, Cox does not typically offer lower prices when bundling. After reaching a non-promotional rate, a Cox customer would be paying \$249 per month.

⁶⁵ Keating Opening Testimony at 36.

⁶⁶ *Id.* at 36-37; *see supra* n. 54.

Comparison of Charter and Cox Advertised Bundle Non-Promotional Pricing for Internet + Video



- b. *State the duration (e.g., 10 years) of any pricing commitment Charter is offering in California to maintain or reduce the current price of the bundled home internet and mobile wireless plan identified above.*

Although pricing is subject to change in the ordinary course of business in light of marketplace conditions, including costs, competitive offerings, and customer demand, and Charter cannot, as a result, make specific commitments about future pricing or speeds at this time, Charter confirms that it has no plans to raise prices as a direct result of the Transaction. Further, it intends to continue to provide customers with the best value for their individual needs and preferences at the most competitive prices.⁶⁷

- c. *State what speed commitment Charter is offering in California to maintain or increase the current internet speed of the bundled home internet and mobile wireless plan identified above.*

Please see response to Question No. 19(b) above.

⁶⁷ See *supra* note 54.

- d. *State the duration (e.g., 10 years) of any speed commitment Charter is offering in California to maintain or increase the current speed of the bundled home internet and mobile wireless plan identified above.*

Please see response to Question No. 19(b) above.

- e. *Will Charter offer the bundled home internet and mobile wireless plan [] to consumers in Cox's service areas in California?*

While Charter's specific pricing, packaging, and promotional offerings may change, Charter confirms that consumers in Cox's California service areas will have the option to subscribe to Charter's consumer-friendly, affordable plans, which currently include the standalone and bundled offerings described in responses to Question Nos. 16 through 19 above.

Both today and after the Transaction, Charter has and will continue to have every incentive to offer consumers low prices and better value in a marketplace that is growing increasingly competitive, including competition from fixed-wireless, satellite, and fiber providers, as detailed further in Mr. Andreski's Rebuttal Testimony and in Charter's responses to Question Nos. 9 and 10, above. Charter continues to act on those incentives, offering additional savings for its existing and prospective customers alike. For example, when Charter announced the first-of-its-kind Customer Commitment, it also announced speed increases for customers on certain plans; these increases were applied automatically and at no charge,⁶⁸ and resulted in Charter's flagship internet offering *increasing* from speeds of 300 Mbps to 500 Mbps while *decreasing* from a non-promotional rate of \$87.99 (for the legacy 300 Mbps "Spectrum Internet" offering) to a non-promotional rate of \$85 (for the current 500 Mbps "Spectrum Internet Premier" offering).

As noted in response to Question No. 19(a) above, Charter unveiled one of its most powerful value pledges to date, guaranteeing new customers \$1,000 in savings in their first year if they switch their mobile service from AT&T, T-Mobile, or Verizon to at least two Spectrum Mobile Unlimited lines, and transfer their internet service from any provider to Spectrum Internet Advantage or a higher-speed tier.⁶⁹ This is in addition to Charter's "Free Internet Forever" promotion, which gives prospective customers with four mobile lines (including at least two ported lines) access to Spectrum Internet Advantage tier at no charge forever, so long as they maintain these services.⁷⁰

⁶⁸ See Press Release, Charter Communications, *Spectrum Announces Unprecedented Customer Commitment, Free Internet Speed Lifts, New Bundled Pricing and Unveils New Brand Platform 'Life Unlimited'* (Sept. 16, 2024), <https://corporate.charter.com/newsroom/spectrum-announces-unprecedented-customer-commitment>.

⁶⁹ See Press Release, Charter Communications, *Spectrum Guarantees \$1,000 Savings in the First Year for Customers Who Flee the Big 3* (Feb. 24, 2026), <https://corporate.charter.com/newsroom/spectrum-guarantees-1000-dollars-in-first-year-savings-to-flee-big-3>.

⁷⁰ See Charter Communications, Packages, Exclusive Offer Free Internet Forever, <https://www.spectrum.com/packages/best-deals/free-internet-forever> (last visited Mar. 9, 2026).

- f. If the answer to sub-part (e) is yes, when will Charter begin to offer the bundled home internet and mobile wireless plan [] to consumers in Cox's service areas in California?*

Charter confirms that it intends to make all of Charter's consumer-friendly, affordable plans, including its bundled home internet and mobile wireless plans, available in Cox's California service territory. Charter has not made final determinations regarding timing, but expects to introduce Spectrum offerings within Cox's service areas within a year of closing of the Transaction, and currently anticipates being able to do so within six months of the closing.

- g. Will Charter extend any of the commitments discussed in sub-parts (a)-(d), above, to consumers in Cox's service areas in California?*

Please see the response to Question No. 19(f) above.

APPENDIX A
Specific Objections

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Specific Objections to Question No. 19

Charter incorporates the above-stated Objections and Reservations of Rights into this response, including but not limited to those set forth in Objections 1, 2, 4-6, and 8-10, and Reservations of Rights 1-5. Charter further objects to the term “commitment” as vague, ambiguous, and subject to multiple interpretations.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]