

**STATE OF CONNECTICUT  
PUBLIC UTILITIES REGULATORY AUTHORITY**

**APPLICATION OF CHARTER  
COMMUNICATIONS, INC. FOR  
APPROVAL OF A CHANGE OF  
CONTROL** : **DOCKET NO. 25-08-11**  
: **January 28, 2026**

**Proposed Settlement Agreement**

This Proposed Settlement Agreement is entered into between Charter Communications, Inc., Cox Communications, Inc., and Cox Enterprises, Inc. (the “Companies”), the Office of the Attorney General (“OAG”), and the Office of Consumer Counsel (“OCC”) (collectively, the “Settling Parties”) with regard to the Joint Application for Approval of a Change of Control pending before the Public Utilities Regulatory Authority (“PURA” or the “Authority”) in the above-captioned docket.

1. Charter shall allow residential cable television customers to downgrade to any level of residential cable television service without a downgrade fee or charge, unless the customer requests a service technician visit to the home to perform the service downgrade.
2. Charter shall not charge fees to residential cable television service customers to swap equipment when a consumer requests an upgrade or downgrade of service or chooses to return rented equipment for such cable television service (such as, they elect to stop receiving service at an “additional outlet” - a secondary or tertiary television set in the home). Nothing herein shall preclude Charter from charging customers to return or exchange equipment by mail or other similar delivery means, or for any installation charge or service call requested by the customer for the purpose of performing such equipment exchange.
3. Within six months following the close of the transaction described in Joint Applicants’ petition (“Application”) in Docket No. 25-08-11 (the “Transaction”), Charter will maintain on its website a list of customer premise cable television service equipment that can be either purchased from Charter or made available from a third-party retailer that is compatible and may be used with Charter provided residential cable television service. The link to the location of this information on Charter’s website shall be annually included on customers’ bills in Connecticut following the close of the Transaction.
4. Charter shall file an annual rate card with the Public Utilities Regulatory Authority (“PURA” or the “Authority”) for each service area and provide a copy to OCC and OAG at the time of filing,

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which shall include the names and prices of all residential cable television services or wireline voice services regulated by PURA (“Covered Services”) and rental equipment required to receive cable service provided to Connecticut customers.

5. Charter will make available to all new residential wireline voice service customers in Connecticut access to at least one battery backup option that provides twenty-four hours of standby time. Charter will provide an annual notice to all residential wireline voice service customers in Connecticut disclosing relevant information regarding battery backup solutions.
6. For any residential customer of wireline voice or cable television service provided by Charter to subscribers for such service in Connecticut, Charter shall offer credits for service outages in accordance with Conn. Gen. Stat. §§ 16-247v and 16-331w, as applicable. Should Charter continue to offer a voluntary outage credit policy to customers in excess of those specified herein, Charter will make such voluntary policy applicable to its customers in Connecticut as well.
7. Following the close of the Transaction, if Charter creates and distributes its own local programming channel with news, weather, traffic and other programming, in a manner that is substantially similar to Spectrum News NY1 in New York City, but instead Connecticut-based and -focused, then Charter will distribute such service to all customers subscribing to its limited basic level of residential cable television service (currently, referred to as “Spectrum TV Basic”) in Connecticut.
8. Following the close of the Transaction, the Company will provide an annual report to PURA and OCC and OAG on the progress of Charter’s network evolution initiative in Connecticut, as described more fully in its Application. Such report will be filed annually for the three years following closing of the Transaction.
9. All Charter door-to-door sales employees, including contractors, will carry identification denoting their affiliation with the combined company when approaching a consumer’s residence.
10. Charter will ensure that it maintains a local, toll-free, or collect call telephone number that is available 24 hours a day, seven days a week, consistent with the relevant requirement of 47 C.F.R. § 76.309(c)(1), as may be amended, and any other commercially reasonable means for residential cable television customers to contact Charter, such as a chat function or similar communication methods available on the Charter website.
11. Beginning 18 months after the close of the Transaction, Charter will notify PURA and the Department of Emergency Services and Public Protection (“DESPP”) via email as soon as possible after discovery of outage events meeting all of the following thresholds: (i) longer than 30 minutes in duration for any outage of Covered Services; (ii) involving a Charter headend in Connecticut; and (iii) affecting at least 1,000 customers. In event such notice is required, a follow up notification will be sent as soon as possible after service is restored. Charter will also provide OCC a courtesy notification on the same date of any such outage events.

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12. In cases where Charter provides Authority-regulated wireline voice service to residential customers in Connecticut that have confirmed in writing to Charter that they are blind, disabled, or 70 years of age or older, and all the remaining residents of the household are blind, disabled, or 70 years of age or older, or 18 years of age or younger, Charter will not suspend service for an additional 20 days after the date of suspension as stated on the notice of suspension, and shall make a diligent effort to contact an adult resident at the customer's premises at least eight days prior to the date on which suspension of service may occur for the purpose of devising a payment plan. Charter will, at least annually, provide a plain-language notification to any residential customers of Authority-regulated wireline voice services of the protection available under this provision. A person shall be considered "disabled" if the person has (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions that prevent the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques and (b) a has a documented record of such an impairment.
13. For residential customers with a valid "price for life" agreement for any Covered Service entered prior to the Transaction close, Charter will honor the agreement in accordance with its terms, provided Charter is practically capable of doing so, and only for the period in which service remains generally available for sale.
14. For two years following the close of the Transaction, Charter will accept payments and equipment returns at its Willimantic and Newtown, Connecticut, brick-and-mortar locations that are currently identified on Charter's website, or, in the alternative, include options for payments at third-party payment centers, and equipment exchange by mail.
15. The Company will work cooperatively with OCC and OAG to provide data, upon request, that is reasonably necessary to evaluate the residential service and pricing options available to Connecticut consumers for wireline voice and video services.
16. The Company shall not discriminate, in violation of Conn. Gen. Stat. §§ 16-331r and 16-247r, as currently applicable and as may be amended, and will cooperate with any Connecticut agency investigating any substantiated allegations of discrimination under this reference.
17. Neither Charter, nor an operating affiliate will establish rates or charges to Connecticut consumers of Covered Services for costs specifically and directly incurred by the Joint Applicants associated with the process of obtaining approval for the Transaction.
18. Beginning no later than the one-year anniversary of the Transaction close, Charter will make available the same (or substantially similar) Spectrum TV linear cable television services to new customers in the legacy-Cox area that it makes available to new Spectrum TV linear cable television service customers in the legacy-Charter service areas in Connecticut at that time, subject to local network affiliate differences and excluding any other programming that is not generally available, legally authorized or commercially practicable to provide.

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19. With the exception of customer complaint responses and other individual customer issues handled in the ordinary course of business, the Company will provide to OCC all copies of all docketed and undocketed materials, including reports and notices, it files with PURA, and OCC agrees to afford such information the same level of confidential treatment provided to Charter for such information at PURA. Such materials will be submitted to OCC the same day as provided to PURA.
20. Charter will provide a dedicated representative with whom OCC can work with on service-related consumer inquiries, complaints and other relevant matters in Connecticut. The representative shall meet with OCC, upon its reasonable request, semi-annually, and share updates and exchange information concerning matters associated with the services Charter provides to residential customers in the State.
21. The Company commits to maintaining its corporate office presence in Stamford Connecticut and makes a substantial commitment to sustaining a workforce adequate to provide responsive and reliable customer service in Connecticut for a period of no less than five (5) years following the close of the Transaction.
22. Ninety days after the closing of the Transaction, the Company shall provide on the docket (1) results of any impact protection assessments run pursuant to § 42-522 of the Connecticut Data Privacy Act over the past five years for Charter and Cox, and (2) updated information regarding any plans for running impact protection assessments pursuant to § 42-522 of the Connecticut Data Privacy Act for the merged entity.
23. Ninety days after the closing of the Transaction, the Company shall submit a detailed integration report on the operations of the merged companies in Connecticut, network integration and expansion plans, and plans for all Covered Services, and related services provided by the Company.
24. To maintain its commitment to public safety and improve reliability extending across all converged services delivered over the combined company's wireline network, Charter will continue providing semi-annual quality of service reports to Cox's current service areas. Within 90 days from OCC identifying a safety or reliability concern with voice service provided in Charter's existing service area, the Company will begin providing such reports for those areas as well.
25. The Company or its Foundation shall contribute \$3 million for digital access and digital literacy in any distressed municipality in the merged companies' Connecticut footprint, for programs such as those of *CT Libraries & Partners Bridging the Digital Divide* or other digital access or digital navigator programs. Contribution may be spread out over a 5-year period. Annual reports shall be provided to PURA, OCC and OAG with respect to its these investments.

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26. OCC and OAG agree not to continue to litigate their position that the Joint Applicants obtain approval from PURA for (i) Cox Enterprise Inc.’s investment in Charter pursuant to the Transaction terms under Conn. Gen. Stat. § 16-47, or for (ii) the pledge of assets of Spectrum Northeast, LLC or CoxCom, LLC to secure indebtedness under Conn. Gen. Stat. § 16-43 (a) or (b), except that in the event that any such assets of Spectrum Northeast, LLC or CoxCom, LLC are proposed in the future to be transferred to a creditor or an unrelated entity, this subsection (ii) shall not preclude OCC and OAG from pursuing a request that such transfer requires PURA approval.
27. The parties to this Settlement Agreement agree that it shall be incorporated into the final decision approving the Transaction. This Settlement Agreement shall have no precedential value for any future PURA proceedings involving Conn. Gen. Stat. §§ 16-43 or 16-47. OCC, OAG and the Joint Applicants each reserve the right to speak about the Settlement Agreement, and to publicly discuss its terms.
28. All commitments regarding the Settlement Agreement are voluntarily made by all parties. Nothing in the Settlement Agreement should be construed or be interpreted as a concession on statutory obligations under Conn. Gen. Stat. §§ 16-43 and 16-47.
29. The Company will timely file all reports required by the Settlement Agreement and any reporting required by PURA subject to any order in this proceeding.
30. The Settling Parties will file this Settlement Agreement with the Authority as an exhibit to a Joint Motion to Approve Settlement Agreement (“Joint Motion”). The Joint Motion will request that PURA approve this Settlement as a complete statement of the conditions governing approval of the Transaction and approve the Transaction.
31. This Settlement Agreement is the product of settlement negotiations. The Settling Parties agree that the content of these negotiations (including any work papers or document produced in connection with the negotiations) are confidential; that all offers of settlement are without prejudice to the position of any party or participant presenting such offer or participating in such discussion; and, except to enforce rights related to this Settlement Agreement or defend against claims made under this Settlement Agreement, that they will not use the content of said negotiations in any manner in this or other proceedings involving one or more of the Settling Parties, or otherwise.
32. The provisions of this Settlement Agreement are not severable. If the Authority does not approve this Settlement Agreement in its entirety and adopt it as a complete statement of the conditions governing approval of this Transaction, each of the Settling Parties shall have the right to withdraw from the Settlement Agreement upon notice to the other parties and the Authority, and in that event the Settlement Agreement will be deemed to be withdrawn and will not constitute a part of the record in this or any other proceeding or used for any other purpose. Nothing herein

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purports to impose any obligations or limitations on PURA in its consideration of the issues in this proceeding nor does it limit the Authority with respect to any reporting requirements it believes necessary to ensure compliance with the terms set forth in the Settlement Agreement.

33. The terms of this Settlement Agreement will be governed by Connecticut law and not the law of any other state. This Settlement Agreement will be effective upon mutual execution by the Settling Parties, regardless of any pending appeals or motions for reconsideration, clarification, or recalculation. The obligations imposed by this Settlement Agreement on the Company will commence on the closing of the Transaction and expire three years thereafter, unless an earlier expiration date is expressly stated.
34. This Settlement Agreement uses the terms Charter, the Company, and the combined company interchangeably, which are defined as the combined certificated cable entities operating in Connecticut post-Transaction and wireline telecommunications services, and shall be interpreted to include Cox Communications, Inc. and Charter Communications, Inc., and any successor or acquiring company of any or all of these entities.
35. The signatories listed below represent that they are authorized on behalf of their principals to enter into this Settlement Agreement.
36. The Settlement Agreement and attachments contain the entire agreement between the Settling Parties hereto with respect to resolution of the issues in the above-captioned docket, subject to the approval of the Authority.
37. No modification, amendment or waiver of any of the terms or provisions of this Agreement shall bind any of the Settling Parties unless such modification, amendment or waiver is in writing and has been executed by a duly authorized representative of the Settling Party against whom such modification, amendment or waiver is sought to be enforced and is approved by the Authority.
38. This Settlement Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

*[signature page follows]*

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Respectfully submitted,

**OFFICE OF CONSUMER COUNSEL**  
**CLAIRE E. COLEMAN**  
**CONSUMER COUNSEL**



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Claire E. Coleman  
Consumer Counsel

**WILLIAM TONG, ATTORNEY GENERAL**  
**STATE OF CONNECTICUT**



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William Tong  
Attorney General

**CHARTER COMMUNICATIONS, INC.**



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Adam Falk  
Senior Vice President, State Govt. Affairs

**COX COMMUNICATIONS, INC.**



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Curtis W. Stamp  
Vice President, Govt. and Regulatory Affairs

**COX ENTERPRISES, INC.**



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Curtis W. Stamp  
Vice President, Govt. and Regulatory Affairs

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**CERTIFICATION**

This is to certify that on January 28, 2026, the foregoing document was filed with the Public Utilities Regulatory Authority, and copies of the foregoing document were served upon each person designated on the Authority's official service list in this proceeding in accordance with R.C.S.A. § 16-1-15.

*/s/ David W. Bogan*  
David W. Bogan