STATE OF CONNECTICUT
PUBLIC UTILITIES REGULATORY AUTHORITY

RE:	**APPLICATION OF CHARTER COMMUNICATIONS, INC. FOR APPROVAL OF A CHANGE OF CONTROL**	**:**	**DOCKET NO. 25-08-11**
		:	
		:	**JANUARY 8, 2026**

REPLY BRIEF OF THE OFFICE OF CONSUMER COUNSEL

I. Introduction.

The Office of Consumer Counsel ("OCC") hereby offers a limited Reply Brief to the Joint Brief of Charter Communications, Inc. Cox Communications, and Cox Enterprises, Inc. ("Holding Companies' Brief").[1] Three general points are included in this Reply Brief:

1. Enforceable conditions are required to protect consumers impacted by the Holding Companies' Transaction.
2. The Holding Companies' endeavor to limit PURA review of the Transaction in a way that is not consistent with Connecticut law.
3. The Holding Companies' misconstrue their subsidiaries' regulatory obligations as Public Service Companies and Holders of Certificates of Cable Franchise Authority under Connecticut law.

II. Absent enforceable conditions, consumers will be adversely impacted by the proposed merger.

In the OAG/OCC Brief, the Public Advocates listed several appropriate conditions that would benefit consumers and satisfy the public interest requirement under Conn. Gen. Stat. § 16-22 for transactions such as the one proposed in this Docket. See Joint Brief of OAG and OCC at 33-35. By contrast, the Companies remarkably insist that no conditions for approval should be

[1] The OCC and Office of Attorney General are filing reply briefs separately due to logistical and scheduling reasons, primarily related to seasonal holidays and vacations. Both Offices stand firmly behind their positions set forth in the Brief of William Tong, Attorney General for the State of Connecticut and Office of Consumer Counsel on Application of Charter Communications, Inc. For Approval of a Change of Control (OAG/OCC Brief) submitted on December 22, 2025.

required by the Authority, notwithstanding their unwillingness to acknowledge during cross-examination that their entities operating pursuant to certificates of cable franchise authority were public service companies.[2]

A clear example of the adverse impact of the merger will be experienced by Cox's Connecticut telecommunications service customers. The record shows that both Cox and Charter voice customers receive their telecommunications service using "Voice over Internet Protocol" ("VoIP) services.[3] Unlike Charter's voice services entities, Cox Connecticut Telcom, LLC complies with PURA's quality of service standards and semi-annual reporting.[4] The quality of service standards applicable to wireline voice service is critical to ensuring consumers receive safe, reliable service that is available at all times, particularly with respect to emergency E-911 calls. The semi-annual reports require self-reporting on the following standards for the previous six- month period:

- Number of customer trouble reports
- Number of out of service ("OSS") reports
- Number of maintenance service appointments met
- Number of installation service appointments met
- Timeliness in responding to customer complaints and OSS reports.

Conn. Gen. Stat. § 16-247p(a). This requirement is competitively neutral, protects the public safety and welfare, ensures the continued quality of telecommunications and safeguards the rights of consumers, consistent with the federal Telecommunications Act of 1996. 47 U.S.C. § 253(b).[5] Moreover, no federal statute precludes or expressly preempts applying the quality of service statute and reporting requirements from both Charter and Cox with respect to VoIP services. See *Southern New England Telephone Co. v. Dept. of Public Utility Control*, 261 Conn. 2, 36 (2002) ("Accordingly, we find nothing in the express language of the 1996 federal act that would preclude the department from regulating under state law in the present case to protect the

[2] See Joint Brief of OAG and OCC at 4.
[3] Joint Brief of OAG and OCC at 32.
[4] Id.
[5] In its entirety, 47 U.S.C. § 253(b) ("State regulatory authority") provides, in pertinent part, that "[n]othing in this section shall affect the ability of a State to impose, on a competitively neutral basis . . . requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services and safeguard the rights of consumers." (Emphasis supplied.)

public's interest in affordable, high quality telecommunications service."). Finally, as nothing in the Connecticut's quality of service standards involves a "barrier to entry" into the marketplace of wireline voice services providers, the semi-annual reporting requirements for certified telecommunications providers as applied to wireline VoIP meets existing applicable federal standards and is not preemptable.[6]

OCC places emphasis on quality of service reporting for wireline voice services because it is a substantive consumer protection obligation, and without a firm commitment to compliance, the transaction could result in a degradation of regulatory compliance rather than an enhancement of consumer protections for Connecticut VoIP customers. These reports are not perfunctory filings. Individually, reports illustrate a six-month snapshot of the level of service Connecticut consumers are receiving from their service provider but when assessed collectively over time, they are used to assess a company's dedication to – or waning interest in – ensuring our state is hosting telecommunications networks capable of reliably connecting our residents to emergency services and all other communications. As it currently stands, the failure of Charter to file these reports leaves Charter customers without the certainty Cox customers have that the state is monitoring the quality of service they receive. Should the Transaction be approved absent this requirement, Cox VoIP customers who pre-merger had the protections of Connecticut's enforceable quality of service standards in Cox's service areas may find themselves similarly bereft of this certainty.

This requirement to report on quality of service standards also is consistent with the established goals of the State of Connecticut to "ensure that providers of telecommunications services in the state provide high quality customer service and high quality technical service." Conn. Gen. Stat. § 16-247a(a)(6). If Charter is serious about its "commitment to providing an industry-leading customer service experience,"[7] that commitment will include the tracking and submission of semi-annual quality of service reports for all voice services in Connecticut by the

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[6] See *In the Matter of Universal Service Contribution Methodology/ Petition of Nebraska Public Service Commission and Kansas Corporation Commission for Declaratory Ruling or, in the Alternative, Adoption of Rule Declaring that State Universal Service Funds May Assess Nomadic VoIP Intrastate Revenues*, 2010 WL 4411035 (2010) at 6 ("More generally, our efforts to promote those policies [of encouraging the development of IP-based services and promoting the deployment of broadband infrastructure] have not precluded us from requiring interconnected VoIP providers to comply with important federal regulatory obligations that advance disability access, public safety, and other important policy goals.).

[7] Holding Companies' Brief at 19.

combined companies, as other providers of VoIP over wireline facilities in Connecticut have similarly committed as a condition of a merger.[8] To maintain the Holding Companies obligations to public safety and improved reliability extending across all converged services delivered over the combined companies' wireline network, the Authority should condition any future approval of this Transaction on the requirement that Charter will begin quality of service reports for all voice services under Docket No. 99-07-28 for its merged Connecticut footprint.

III. The Companies position contravenes Sections 16-47 and 16-43 and attempts to limit the Authority's statutory jurisdiction over holding companies in change of control proceedings.

In the Holding Companies' Brief at 33-36, the Companies continue to downplay the fact that the Application involving the Transaction triggers Connecticut's change of control statute is not reflected in the approvals required under Conn. Gen. Stat. § 16-47. In contrast, both the OAG and OCC have laid out in 10 pages of detail the deficiencies in the Application submitted for approval of this Transaction.[9] The Companies' position, distilled to its essence, seems to be the following:

- PURA is jurisdictionally limited to the "four corners" of a Section 16-47 application in evaluating the transfer of control of holding companies and subsidiaries that are holders of certificates of cable/video franchise authority and certificates of public convenience and necessity to provide telecommunications services.
- A change of control of holding companies as defined in Conn. Gen. Stat. § 16-47(a) can be ignored by focusing a change of control application solely on the subsidiaries that are authorized to be public service companies or certified telecommunications providers under Title 16.
- The financing arrangements that are necessary to consummate the Transaction being approved – including those involving the pledge of assets of public service companies - are outside of the scope of a Section 16-47 proceeding.

[8] "Following the close of the Transaction for a period of four years unless otherwise required by Connecticut law, Verizon agrees to report on all wireline voice communications technologies that it offers in Connecticut when submitting reports on Quality of Service standards under Conn. Agencies Regs. § 16-247g-2." Settlement Agreement between the Joint Applicants and OCC, Docket No. 24-11-06.
[9] Joint Brief of OAG and OCC at 4-14.

"The Authority need not address any of them to grant the relief requested in the Application."[10]

The Applicants' position as stated lacks basis in Connecticut law. The legal and factual reasons demonstrating that Charter and Cox have failed to include all necessary statutory approvals in the Application submitted in this Docket have been thoroughly addressed in the Joint Brief of the OAG and OCC. The argument that PURA is limited to the four corners of Application and must not go any further in rendering a decision validates the positions of the Public Advocates in the initial briefing process, which relies on the plain language of the statute: " **No** corporation, association, partnership, trust or similar organization, or person, shall take any action that causes it to become a holding company with control over a holder of a certificate of cable franchise authority pursuant to section 16-331p, certified telecommunications provider engaged in the business of supplying service within this state, or acquire, directly or indirectly control over such a holding company, without first making written application to and obtaining the approval of the authority . . ." Conn. Gen. Stat. § 16-47(c)(2) (emphasis supplied). The word "no" in this instance is prohibitory,[11] forbidding a company or person becoming a holding company over the holders of rights to provide cable/video services and telecommunications services or acquiring control of an existing holding company over such entities "without first making written application to and obtaining the approval of the authority." In this Docket, the companies are ignoring both requirements.

Charter simply failed to apply for, and thus cannot obtain, approval of the Authority with respect to its agreement to acquire Cox Communications, Inc. and thereby become a holding company over the Cox entities that provide cable/video services and telecommunications services, as well as becoming a holding company over Cox Communications, Inc. Nor did Charter or Cox make such written application (or incorporate one into the original application) seeking approval for the controlling interest that Cox Enterprises, Inc. would have in Charter Communications, Inc. This omission is contrary to the plain language of Conn. Gen. Stat. § 16-

[10] Holding Companies' Brief at 33.

[11] "[A] prohibitory statute is a statute that restricts the subjects of the statute from engaging in certain activities, in contrast to a permissive statute, which confers permission to engage in certain activities." *Lime Rock Park, LLC v. Planning and Zoning Commission of Town of Salisbury*, 335 Conn. 606, 631 fn. 20 (2020). See also *State v. Hackett*, 72 Conn. App. 127, 133 (2002) (in construing a prohibitory motor vehicle statute, "'[n]o person to whom an operator's license has been refused, or whose operator's license or right to operate a motor vehicle ... has been suspended or revoked, shall operate any motor vehicle during the period of such refusal, suspension or revocation....' we conclude that [the statute] prohibits absolutely all operation of a motor vehicle, without limitation.").

47(a)(2), defining "control" to include CEI's ability to control or cause the direction and management of the merged company through its three directors on the new Charter board, one of whom would hold the title of Chairman.[12] To read Conn. Gen. Stat. § 16-47 otherwise, as the companies insist, would render the word "no" and the definition of "control" superfluous. See *Southern New England Telephone Co. v. Dept. of Public Utility Control*, 261 Conn. 2, 24 (2002) citing *State v. Gibbs,* 254 Conn. 578, 602 (2000). ("It is a basic tenet of statutory construction that the legislature did not intend to enact meaningless provisions.... [S]tatutes must be construed, if possible, such that no clause, sentence or word shall be superfluous, void or insignificant...." [Internal quotation marks omitted.]). Id. at 25.

Because the applicable provisions of Conn. Gen. Stat. § 16-47 are prohibitory, PURA should reject the position in the Holding Companies' Brief that the Authority ignore the key parts of the complex Transaction that "is taking place at a holding parent company level."[13] The implications of the Charter/Cox view of the applicability of Section 16-47 to this Transaction if adopted in this Docket would also have major ramifications on other industries, and their parent companies, subject to Title 16. The various provisions of Conn. Gen. Stat. § 16-47, specifically those pertaining to the need for approval of changes of control at the holding company level, are not to be disregarded, as the holding companies assert, simply because they are not included in the application for approval.

Further, Conn. Gen. Stat. § 16-43(a)(2) requires approval for any pledge of assets of a public service company as part of a commercial or financing transaction. The statutory mandate is that approval of PURA must be first obtained in order to directly or indirectly place a public service company's assets for sale or otherwise at risk, such as in a pledge of those assets as securitization for financing.[14] If such a pledge of public service company assets is part of the overall Transaction, including financing thereof,[15] an application "to obtain the approval of the

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[12] OCC's prior stated position that the CEI investment in Charter Communications, Inc. had positive benefits does not obviate the legal requirement that prior approval for such controlling investment must be obtained by a "written application". If the companies believed they had a legal bases as to why the definition of control under Conn. Gen. Stat. § 16-47(a)(2), it could have sought a declaratory ruling prior to the submission of the Application. The companies chose not to do so, however.

[13] Application at 36 (no. 17).

[14] Joint Brief of OAG and OCC at 11-14.

[15] Both Charter's and Cox's entities that are holders of cable franchise authority are statutorily designated public service companies under Conn. Gen. Stat. § 16-1(a)(3), subject to all corresponding obligations and privileges.

Public Utilities Regulatory Authority" must be part of the overall approval application in a change of control proceeding under Connecticut law, just as it was in the proceeding before the Rhode Island DPUC.[16] Further, a pledge of public service company assets is a not insignificant component of the financial suitability and responsibility of the holding company and the certificate holders pursuant to Conn. Gen. Stat. § 16-47(d)(2). As explained in the Joint Brief of OAG and OCC, "[t]here is a strong state interest in ensuring that public service company assets, particularly those constituting 'any essential part of its franchise, plant, equipment or other property necessary or useful in the performance of its duty to the public' are not subject to contractual transfers of control due to defaults on financing arrangements with financial institutions or other creditors."[17] To ignore the pledging of assets of both the Charter and Cox public service company entities as part of the financing of the Transaction in this docket, as argued by the companies in their brief, would be contrary to both Connecticut law and the public interest.

IV. The Holding Companies further misconstrue their subsidiaries' regulatory obligations as Public Service Companies and Holders of Certificates of Cable Franchise Authority under Connecticut law.

The Companies' assert a clearly erroneous position concerning their regulatory obligations is stated on page 36 of the Holding Companies' Brief:

> ***As a general matter, CCFA holders are not subject to the rules governing public service companies and community antenna television companies if statutes that govern CCFA holders specify otherwise****. See Conn. Gen. Stat. § 16-331z. Where CCFA holders are subject to specific statutory requirements in a given subject area, Charter understands those requirements to supersede legacy CATV company requirements governing the same topic.*[18]

OCC strongly disagrees with this statement. In fact, the Companies "understanding" is a fundamental mischaracterization of Conn, Gen, Stat § 16-331z above.[19] The text of Conn. Gen.

[16] See Late-Filed Exhibit 18.
[17] Joint Brief of OAG and OCC at 12.
[18] Holding Companies' Brief at 36, fn. 147 (emphasis supplied).
[19] OCC was unable to identify any formal proceeding since 2008 in which Charter or Cox sought a declaratory ruling on the applicability of CATV company requirements, which were plainly maintained under Conn. Gen. Stat. § 16-331z(a). Under Public Act No. 07-253, all the obligations of a community antenna television company that existed previously were maintained absent an express statutory provision to the contrary. The use of the word

Stat. § 16-331z(a) specifically reads: ***(a) Nothing in sections 16-331q to 16-331aa, inclusive, shall be construed to relieve a company issued a certificate of cable franchise authority from such company's obligations under any federal or state laws or regulations or Public Utilities Regulatory Authority orders applicable to community antenna television companies or public service companies****, or from any other federal or state laws or regulations or department orders unless specified in sections 16-331q to 16-331aa, inclusive.* (Emphasis supplied.) The plain words of the text demonstrate beyond doubt that CCFA holders are required to comply with the "state laws or regulations or Department of Public Utility Control orders applicable to community antenna television companies or public service companies" barring the limited statutory exemptions under subsection (b).[20] The listing of exceptions from the general rule under Conn. Gen. Stat. § 16-331z(a) means that Connecticut law affords no other exemptions from the requirements, standards and obligations applicable to CATV companies or public service companies. This is consistent with the well-recognized "doctrine of *expressio **unius** est exclusio alterius*—the expression of one thing is the exclusion of another—[under which] we presume that when the legislature expresses items as part of a group or series, an item that was not included was deliberately excluded." Mayer v. Historic District Commission of Town of Groton, 325 Conn. 765, 776 (2017) (citations omitted). Compliance with existing public service company and CATV statutes is the expectation, not the exception.[21]

Due to the perspective of the Companies throughout this proceeding regarding the applicability of PURA statutes and regulations to their businesses, the Public Advocates

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"legacy" is proffered in the Holding Companies' Brief in an attempt to shield any non-compliance with those obligations, most of which involved consumer protection measures, safety and reliability, and support for community access.

[20] The only exceptions are identified in subsection (b): A company issued a certificate of cable franchise authority shall not be subject to subdivisions (1), (2), (3), (5) and (6) of subsection (d) of section 16-331, subsections (f) and (h) of section 16-331, and subsections (e) and (f) of section 16-333 or to any regulations or department orders implemented or arising from said sections. The failure to recognize the plain language of Conn. Gen. Stat. § 16-331z and Conn. Gen. Stat. § 16-1(a)(3), which specifically designates holders of certificates of cable franchise authority to be public service companies, could be construed to question the managerial responsibility and legal ability of the parent companies. See Conn. Gen. Stat. § 16-47(d)(2)

[21] PURA emphasized in its Decision in Docket No. 24-06-15 the importance of the Public Service Company designation, as it is tied to public safety and consumer protections, and confirmed those public benefits are not available to competitors who are not Public Service Companies. Decision, Docket No. 24-06-15, *Petition of Verizon New York Inc. to Reclassify Remaining Services As Competitive and to Retire the Alternative Form of Regulation Plan* (2024) at 8-9 ("Accordingly, the Authority concludes that important regulatory statutes governing public safety and consumer protections would no longer be applicable to the Company [if it were not a public service company] and would negatively impact the public interest.")

recommended that one of the conditions for future approval of the Transaction be that the combined company should be directed to conduct a comprehensive cable/public service company regulatory compliance review and report within no later than one year of the Transaction's closing.[22] Based on this regulatory compliance review and report, the Authority could determine in the future whether to open a docket to do a similar review with the other cable companies as holders of certificates of cable franchise authority or of video franchise authority.

VI. Conclusion.

Nothing in the Holding Companies' Brief changes the required outcomes in this Docket. As set forth in the Public Advocates Brief (at 33), the "Application submitted by Charter is insufficient for PURA approval and should be denied without prejudice." When an application is properly presented consistent with the Transaction described therein, the Authority is respectfully urged to incorporate the recommended conditions that are proposed "to ensure that the consumer and regulatory interests of the State are protected."[23]

Respectfully submitted,

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[22] OAG/OCC Brief at 34 (condition no. 6).
[23] OAG/OCC Brief at 33-35.

CERTIFICATE OF SERVICE

I do hereby certify that on this day the foregoing document was filed with the Public Utilities Regulatory Authority, and copies thereof were served upon each person designated on the official service list in this proceeding in accordance with R.C.S.A. § 16-1-15.

Dated at New Britain, Connecticut this 8th day of January 2026.

/s/Burt Cohen
Commissioner of the Superior Court