



Mayer Brown LLP
1999 K Street, N.W.
Washington, D.C. 20006-1101

August 5, 2019

Main Tel +1 202 263 3000
Main Fax +1 202 263 3300
www.mayerbrown.com

VIA ECF

The Honorable Nelson S. Román
United States District Court for the
Southern District of New York
United States Courthouse
300 Quarropas Street
White Plains, NY 10601

Archis A. Parasharami
Direct Tel +1 202 263 3328
Direct Fax +1 202 263 5328
aparasharami@mayerbrown.com

Re: *Presser v. Cablevision Systems Corp. et al.*,
No. 7:19-cv-05484

**Pre-motion conference letter on proposed
motion to compel arbitration and to stay
litigation**

Dear Judge Román:

We represent defendants Cablevision Systems Corporation and Neptune Holdings US Corporation (now known as Altice USA, Inc.) (collectively, “Cablevision”). Pursuant to Your Honor’s Individual Practices in Civil Cases, Cablevision requests a pre-motion conference to seek leave to move, under the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), for an order (i) compelling arbitration of all of the claims brought by plaintiff Lee Presser, and (ii) staying all proceedings pending the outcome of arbitration.

Cablevision provides voice, television, and Internet services under the Optimum brand. Mr. Presser alleges that a change to Cablevision’s billing practices that became effective October 10, 2016, violated New York and Connecticut law because, in his view, Cablevision failed to provide adequate notice of the change. Compl. ¶ 4. He also alleges that the modified billing practice violated New Jersey law, which (according to Mr. Presser) requires that final cable bills be prorated based on the date of a customer’s termination of service. *Id.* ¶ 5. Mr. Presser seeks to represent a putative nationwide class for his claim under New York law and Connecticut and New Jersey subclasses for his claims under the laws of those respective states. *Id.* ¶ 34.¹

Cablevision denies that Mr. Presser’s claims have merit. But more significant, for present purposes, is that Mr. Presser agreed to resolve his disputes with Cablevision by arbitration on an individual basis when he signed up for Optimum services. The FAA requires enforcement of that agreement.

In its motion, Cablevision will show that, when Mr. Presser had Optimum services installed in December 2014, the field services technician who performed the installation presented the customer (either Mr. Presser himself or an individual present at Mr. Presser’s residence) with an

¹ Mr. Presser’s complaint does not explain the basis on which he, as a New York resident, can assert claims under New Jersey or Connecticut law.

The Honorable Nelson S. Román
August 5, 2019
Page 2

iPad that contained several screens that the customer was required to interact with in order to complete the installation and activate his service. One of those screens contained the complete text of Cablevision's General Terms and Conditions of Service in a scrolling text box. In order to proceed past the screen, the customer was required to press a button at the bottom reading "I Agree." Attached as Exhibit 1 is an exemplar of the iPad screen that was in use in 2014. The text of the General Terms and Conditions that the customer was presented with on that screen in December 2014 matched the text of the General Terms and Conditions as they appeared on the Optimum website at that time. In order to complete the installation, the customer also was required to sign on the iPad under an acknowledgment stating that "BY SIGNING BELOW, THE CUSTOMER ACCEPTS INSTALLATION/REPAIR OF OPTIMUM SERVICE, AGREES TO ALL THE INFORMATION ABOVE, AND ACCEPTS THE GENERAL TERMS AND CONDITION OF SERVICE." Attached as Exhibit 2 is an exemplar of this screen that was in effect in 2014.

Once Mr. Presser completed the installation process on the iPad, Cablevision generated a sales appointment receipt bearing an image of the customer's signature on the iPad. Attached as Exhibit 3 is a copy of the sales receipt that the customer signed at the time of the installation. (Some of Mr. Presser's personal information is redacted from that document in order to protect his privacy.)

A copy of the General Terms of Service in effect at that time is attached as Exhibit 4. The second paragraph of the General Terms and Conditions informed the customer that "**THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS.**" Ex. 4 at 1. It further informed the customer that "**THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION.**" *Id.*

The arbitration provision itself covers "any and all disputes arising between You and Cablevision." Ex. 4 ¶ 18. It informs the customer that "**YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED.**" *Id.* (capitalization in original). And it further allows customers to opt out of the arbitration provision without penalty by email or mail: "**IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY CABLEVISION IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.**" *Id.* Cablevision's records show that Mr. Presser did not opt out of this arbitration agreement.

That arbitration agreement is fully enforceable under the FAA. When he activated his Optimum services in December 2014, the customer (either Mr. Presser or someone acting on his behalf) was presented with the full text of the General Terms and Conditions of Service—including the arbitration provision—on an iPad, and completed the installation process by signing on the iPad under an acknowledgment that by signing the customer agrees to the General Terms and Conditions. That signature—underneath an express acknowledgment of the terms and conditions and an accessible opportunity to review those terms—readily suffices to establish the formation

The Honorable Nelson S. Román
August 5, 2019
Page 3

of a binding contract. Indeed, another district court in this Circuit has held as much, ruling that a customer who went through a virtually identical installation process with Cablevision at virtually the same time (also in December 2014) had agreed to the arbitration provision in Cablevision’s General Terms of Service under the process described above. *See Krafczek v. Cablevision Sys. Corp.*, 2018 WL 8918077, at *8 (E.D.N.Y. Apr. 25, 2018). As Judge Azrack explained, “Defendants’ records indicate that the Terms, which included the arbitration clause, were displayed to Plaintiff at the time of installation, that Plaintiff or his representative clicked ‘I agree,’ indicating assent to the Terms, and that Plaintiff or his representative provided a digital signature, which also indicated agreement to the Terms. This is sufficient evidence to satisfy Defendants’ burden that an agreement to arbitrate was entered into by the parties in December 2014.” *Id.*²

Mr. Presser has no basis to challenge the enforceability of his arbitration agreement’s terms. Any challenge to the fact that the Optimum arbitration provision prohibits class actions, for example, would be futile under binding Supreme Court precedent. The Supreme Court has held that any state-law rule “[r]equiring the availability of classwide arbitration interferes with fundamental attributes of arbitration and thus creates a scheme inconsistent with the FAA.” *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 344 (2011).

When, as here, the FAA governs an arbitration provision that covers a plaintiff’s claims, Section 3 of the FAA directs the district court to compel arbitration and stay the lawsuit. *See* 9 U.S.C. § 3 (providing for a stay of court proceedings pending the resolution of arbitration); *see also*, *e.g.*, *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 25 (1991).

For these reasons, and others to be set forth in its proposed motion, Cablevision requests permission from this Court to move to compel arbitration of Mr. Presser’s claims and to stay all proceedings pending the outcome of arbitration.

Respectfully submitted,
/s/Archis A. Parasharami
Counsel for Defendants

CC (via ECF): All counsel of record

² In addition, the iPad screens also informed Mr. Presser that the full terms and conditions were available on the Optimum website, and the reference to the terms on the Optimum website validly incorporates them into the installation contract and binds Mr. Presser to those terms. Another district court in this Circuit has held that a version of Cablevision’s work order that referenced the terms of service available online incorporated by reference the complete terms, and thus the plaintiff was bound to those terms. *Serrano v. Cablevision Sys. Corp.*, 863 F. Supp. 2d 157, 165 (E.D.N.Y. 2012). Although *Serrano* did not involve arbitration, the same principles of contract formation apply here. As the Supreme Court has explained, the FAA’s mandate that courts “place arbitration agreements on equal footing with all other contracts” applies to questions of contract formation—*i.e.*, “whether such contracts are validly created in the first instance.” *Kindred Nursing Ctrs. Ltd. P’ship v. Clark*, 137 S. Ct. 1421, 1424, 1428 (2017) (quotation marks omitted).

EXHIBIT 1



Terms and Conditions

COS

Account# : [REDACTED]

08:00 - 11:00

Status: Appointment Started

Job# : 1A | 98 [REDACTED]



General Terms and Conditions of Service & Arbitration

In addition to these General Terms and Conditions of Service, Subscriber agrees to be bound by the terms of service for the applicable Optimum service as set forth at www.optimum.net, such as iO TV, Optimum Online and Optimum Voice, as well as the Cablevision Customer Privacy Notice, as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference. In the event of any conflict between these Terms and Conditions below and the Terms of Service, the Terms of Service shall control.

YOUR USE OF THE SERVICE IS SUBJECT TO A BINDING ARBITRATION PROVISION that affects your rights under this Agreement with respect to all Services. THIS PROVISION includes a waiver of class actions and provisions for opting out of arbitration. A FULL COPY IS CONTAINED IN THE TERMS AND CONDITIONS OF SERVICE PROVIDED DURING TIME OF SERVICE APPOINTMENT AND AVAILABLE AT www.optimum.net/servicesinfo.

1. Payment of Charges: Subscriber will be billed monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Subscriber agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Cablevision monthly bill and notify Cablevision of disputed items within thirty (30) days of receipt, or longer as provided by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Cablevision Equipment (as defined below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (Business and/or Residential) served by Cablevision, all Cablevision provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

2. Cablevision Property: All equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, and routers distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Cablevision ("Equipment") remains the property of Cablevision. None of the Equipment shall become a fixture. Cablevision property is intended to service and reside at the specific service location and is not to be used off premises without Cablevision



EXHIBIT 2

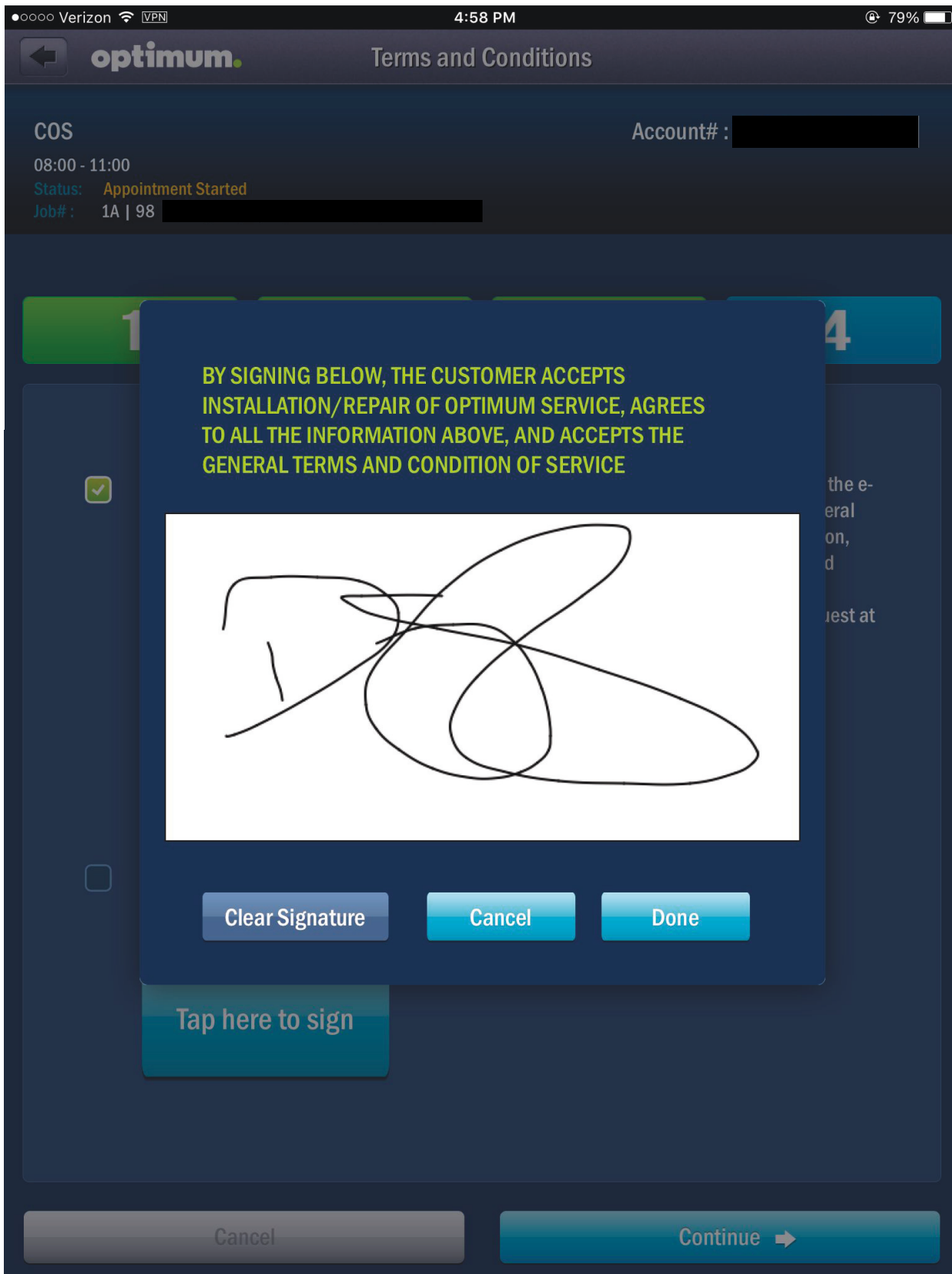


EXHIBIT 3

DATE: 12/17/2014 05:00 PM-08:00 PM JOB TYPE: Install NAME: LEE PRESSER ACC NO: [REDACTED]
 DUAL: SALES ID: 573 ADDRESS: [REDACTED]
 HM#: [REDACTED] BS#: [REDACTED] KATONAH NY [REDACTED]
 TECH#: 3521 JOB#: 6A START: 05:25 PM END: 08:00 PM ORDER DATE: 12/15/2014

Pending Services:

1X 1 Free OV/OOL Ins
 6A 1 WB-TB-MR-DVR300
 3P 1 TP&SV-Preferred
 67 2 Bring HD Box
 7V 1 WB-TB-OV DS&OB
 4Q 1 OOLProInstW/Vid
 4D 1 Use ExistingWire
 4U 1 Bring Modem

Pending Services:

EO 1 TP-Save OOL
 U5 1 Ultra 50 Install
 A0 1 PPOF
 O\$ 1 OOL Modem Fee
 O4 1 Addl Outlet Inst
 SU 1 Sports Surcharge
 TR 1 ETF Cust Educate
 S7 1 Prmry Conn-Wired

Pending Services:

UT 1 Bring Router
 WJ 1 TP-Track24mo ACQ
 UN 1 Ultra 50 Promo
 W\$ 1 Prev Provider TR

*CURRENT MONTHLY CHARGES: \$ 0.00
 TOTAL BALANCE: -\$ 160.23
 BAL DUE AT INSTALL: \$ 0.00
 *PARTIAL MONTHLY CHARGES: \$ 27.16
 *ADD. MONTHLY CHARGES: \$ 120.28
 ONE TIME INSTALL CHARGES: \$ 39.95
 *Excl. add'l monthly chgs for taxes, partial mo. chgs, and fees.

Work Tasks:

** 22 HDMI(Rates)
 ** Modem
 55 Add'l Outlet(Acq)
 Add UltraRes
 Certify Drop
 Competitive
 ConnectToExistWiring

Work Tasks:

InstRtr
 Install A/O
 Install OV
 Rec Primary Video
 iO Preferred

Equipment:

SERIAL	CATEGORY	STAT
8018A7856F92	JCAS ID	PRO
8018A7856FD7	JCAS ID	PRO
94877CF3DA73	Regular/Indoor	PRO
F8E903055766	Router-Boost	PRO

MODEMS: ADD: 1 REMOVE: 0 FTA: 5
 CONVRTRS: ADD: 0 REMOVE: 0 CLOSED BY: Tech
 NDS CRDS: ADD: 0 REMOVE: 0

GROUND: Power POLE#: AO OVER 3:
 AMPERAGE: .23 MT ZIP:
 DROP CERT: Pass HHC: Success TRP:
 WORK PTS.: 21 CONSTR: TAG: 2861131
 STATUS: Completed DX RSN: CUST ID:
 CUST TYPE: R RT: 99999 CENSUS: 42C022
 RF LEVEL: AP 87: +38 CH 2: +9 CH 13: +9.5 CH 54: +11
 COMMENTS: Ran drop and installed 2 boxes modem and router

WIP: CALL B4 ARRIVAL
 HOUSE: **Platinum Service Area**
 SI: From Comp

NODE:
 OH:UG: Overhead
 CH 91: +11 CH 117: +10.5

OPTIMUM VOICE CUSTOMERS

E911 NOTIFICATION. In the event of a power outage, and provided you do not have battery backup on your modem, you will not have E911 service. If your service is disconnected or in the event of an outage or other disruption to the cable network or facilities, you will not have E911 service. If you relocate the modem to a different address, you must notify Cablevision in advance to update E911 service. During the initial 72 hours of service at your new address, you may be required to provide the E911 operator with your new service address.

CENTRAL STATION MONITORED ALARM SERVICE LIMITATIONS. You acknowledge that Cablevision does not support the use of any Optimum Voice service as a connection for (i) emergency medical alert systems or (ii) all high security monitoring systems (UL 681 or similar). You acknowledge that it is your sole responsibility to contact your authorized central station monitoring provider to test and verify that your security or alarm system is in good working order and that you are responsible for any additional work required to ensure the proper operation of your system and its functionalities.

CUSTOMER ACCEPTANCE

Please confirm your satisfaction with installation/repair of the Optimum product/service(s) and verify all equipment prior to signing this document. Please note, charges listed above may not include franchise fees, taxes, equipment and other charges. Promotional offerings subject to terms and conditions (i.e. length of promotion, required documentation) provided at time of sale.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT ALL INFORMATION ON THIS WORK ORDER, INCLUDING E911 NOTIFICATION AND CENTRAL STATION MONITORED ALARM SERVICE LIMITATIONS STATED ABOVE AND GENERAL TERMS AND CONDITIONS OF SERVICE PROVIDED DURING TIME OF SERVICE APPOINTMENT AND AVAILABLE AT OPTIMUM.NET/SERVICEINFO, HAS BEEN READ AND AGREED TO.

Signature

Date: 12/17/2014

EXHIBIT 4

General Terms and Conditions of Service

In addition to these General Terms and Conditions of Service, Subscriber agrees to be bound by the terms of service for the applicable Optimum service as set forth at www.optimum.net, such as Optimum TV, Optimum Online and Optimum Voice, as well as the Cablevision Customer [Privacy Notice](#), as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference. In the event of any conflict between these Terms and Conditions below and the Terms of Service, the Terms of Service shall control.

THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

- 1. Payment of Charges:** Subscriber will be billed monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Subscriber agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Cablevision monthly bill and notify Cablevision of disputed items within thirty (30) days of receipt, or longer as provided by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Cablevision Equipment (as defined below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (Business and/or Residential) served by Cablevision, all Cablevision provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
- 2. Cablevision Property:** All equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, and routers distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Cablevision ("Equipment") remains the property of Cablevision. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Cablevision property is intended to service and reside at the specific service location and is not to be used off premises without Cablevision authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with Cablevision's then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.
- 3. Disruption of Service:** All Cablevision Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Cablevision be liable for any failure or

interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Cablevision's reasonable control. Subject to applicable law, credit with respect to Subscriber's recurring monthly subscription fee shall be given for qualifying outages of Cablevision Services.

4. **Repair of Cablevision Equipment:** Cablevision will repair and/or replace defective Equipment, if any, as long as such damage was not caused by misuse or other improper operations or handling by Subscriber. Cablevision is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to television sets, or other video equipment, computers, modems, or any other related Subscriber-provided equipment. Cablevision makes no warranties, with respect to Equipment or Service provided by Cablevision or with respect to the Equipment's compatibility with any Subscriber-provided equipment.
5. **Subscriber Property:** Cablevision assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber-provided equipment and/or software, except that Cablevision will automatically push required software or firmware updates directly to Subscriber-provided equipment when necessary for the provision of Cablevision Service(s). Subscriber is responsible for the repair and maintenance of Subscriber-provided equipment and/or software. Cablevision is not responsible or liable for any loss or impairment of Cablevision's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber-provided equipment and/or software.
6. **Taxes:** Subscriber agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
7. **Care of Cablevision Property:** Subscriber agrees that neither Subscriber nor any other person (except Cablevision's authorized personnel) will open, tamper with, service, make any alterations to, or remove any Equipment from the service address of initial installation. Any alteration, tampering, removal, etc. or the use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.
8. **Access to Subscriber Premises:** Subscriber authorizes Cablevision and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment and, upon the termination of Service, to remove the same from the premises. Cablevision's failure to remove its Equipment shall not be deemed an abandonment thereof.
9. **Assignment or Transfer:** This Agreement and the Services and/or Equipment supplied by Cablevision are not assignable or otherwise transferable by Subscriber, without specific written authorization from Cablevision.

10. **Termination of Service:** Unless otherwise terminated in accordance with the terms hereof or the Terms of Service, this agreement shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change.
11. **Breach of Agreement:** In the event of any breach of this agreement (including the Terms of Service) by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of Cablevision, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using the Service, this agreement may be, at Cablevision's option, terminated and Cablevision's Equipment removed. Subscriber shall pay reasonable collection and/or attorney's fees to Cablevision in the event that Cablevision shall find it necessary to enforce collection or to preserve and protect its rights under this agreement.
12. **Security Deposit:** Any security deposit given by Subscriber for the Equipment or Cablevision's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Cablevision's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Cablevision Equipment undamaged.
13. **Content and Services:** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
14. **Rates:** All rates are subject to change in accordance with applicable law.
15. **Late Fee:** If your account is 30 days past due, a reminder message will be included on your monthly bill. If your past due balance remains unpaid, you may be charged an applicable late fee in addition to your past due balance at Cablevision's then current rate. If your account remains unpaid your Services may be disconnected. You can avoid incurring late fees by paying your monthly bill promptly. Any late fees assessed are not considered interest or penalties. Cablevision expects that you will pay for Services on a timely basis, and Cablevision does not extend credit to customers.
16. **Disclaimer:** Cablevision assumes no liability for any program, services, content or information distributed on or through the Services and Cablevision expressly disclaims any responsibility or liability for your use thereof. Further, Cablevision shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.
17. **Right to Make Credit Inquiries:** You authorize Cablevision to make inquiries and to receive information about your credit experiences, including your credit report, from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.

18. **Arbitration.** Except as noted below under "Excepted Claims," any and all disputes arising between You and Cablevision, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this Arbitration Provision.

Resolving Your dispute with Cablevision through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND CABLEVISION EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY CABLEVISION IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT BY EMAILING US AT NOARBITRATION@CABLEVISION.COM OR BY MAIL TO CABLEVISION RESEARCH & SUPPORT, 200 JERICHO QUADRANGLE, JERICHO, NY 11753 ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO CABLEVISION MUST INCLUDE YOUR NAME, ADDRESS, AND CABLEVISION ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH CABLEVISION THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH CABLEVISION OR THE DELIVERY OF CABLEVISION SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY PREVIOUS, OTHER, OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH CABLEVISION.

Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this Arbitration Provision. Any state statutes pertaining to arbitration shall not be applicable. You and Cablevision agree that applicable state law or federal law shall apply to and govern, as appropriate, the substance of all claims or causes of action, remedies, and damages arising between You and Cablevision.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, under the AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes, as modified by this Arbitration Provision. You may obtain copies of those rules from the AAA at www.adr.org or by calling 1-800-778-7879. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or

ad hoc arbitration, which will enforce this Arbitration Provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern.

A single arbitrator will resolve the dispute between You and Cablevision. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Arbitration Provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this Arbitration Provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearings will take place in a location convenient to You in the area where You receive the Service(s). If the amount in dispute is less than \$50,000, Cablevision agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

You agree that if You fail to notify Cablevision in writing within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, then to the fullest extent permitted by law, You waive the right to pursue, in any forum, including arbitration or court, a claim based upon such event, facts or dispute.

Cablevision will pay all arbitration filing, administrative, and arbitrator fees for arbitrations that it commences. If You commence an arbitration, You will be responsible

for paying a portion of arbitration fees as follows: If You are seeking relief valued at up to \$1,000, Your share of such fees shall be capped at \$25, and if You commence an arbitration seeking relief valued at between \$1,001 and \$10,000, Your share of such fees shall be capped at \$100. If You commence an arbitration seeking relief valued at greater than \$10,000, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Cablevision will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Cablevision to pay those costs and expenses.

If the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Cablevision for any amounts Cablevision may have paid on Your behalf. In addition, in such cases, the arbitrator shall have the same discretion that a court would have to require You to pay Cablevision's attorneys' fees and expenses. If Cablevision is the claimant, the arbitrator shall have the same discretion to require Cablevision to pay Your attorneys' fees and expenses if the arbitrator concludes that Cablevision's claim is frivolous or has been brought for an improper purpose.

YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED. You and Cablevision agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a named plaintiff in any purported class, representative, or private attorney general proceeding. This Arbitration Provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Cablevision account holders, neither You nor Cablevision may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing.

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Cablevision proceeds to court rather than through arbitration, You and Cablevision each waive the right to any trial by jury through this Agreement.

If any other portion of this Arbitration Provision is determined to be unenforceable, then the remainder of this Arbitration Provision shall be given full force and effect. The terms

of the Arbitration Provision shall survive termination, amendment or expiration of this Agreement.

For purposes of this Agreement, the term "Excepted Claims" shall mean claims by either party relating to a party's intellectual property rights or to the unauthorized use, theft, or piracy of Cablevision products or services. In addition, either You or Cablevision may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed above. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

19. **Entire Agreement:** These Terms and Conditions (including the Terms of Service) constitute the entire agreement between the Subscriber and Cablevision. No undertaking, representation or warranty made by an agent or representative of Cablevision in connection with the sale, installation, maintenance or removal of Cablevision's Services or Equipment shall be binding on Cablevision except as expressly included herein.

CENTRAL STATION MONITORED ALARM SERVICE LIMITATIONS.

Although we will provide a wire connection so that Optimum Voice services are available for use with your existing security and fire systems, it is your responsibility to follow-up with your alarm company to confirm that they have your correct and current phone number and to perform any periodic operational tests that your central station-monitoring provider might recommend. You further understand that in the event of an outage your Optimum Voice service will not be available to contact your central station-monitoring provider.

Cablevision does not support the use of any Optimum Voice service as a connection for (i) emergency medical alert systems or (ii) all high security monitoring systems (UL 681 or similar). If you have any such systems, you must use an alternative connection.

Effective November 17, 2014