

2023CI26708

NO. _____

IN THE MATTER OF	§	IN THE DISTRICT COURT
	§	
THE STATE OF TEXAS,	§	
Petitioner,	§	BEXAR COUNTY, TEXAS
	§	
AND	§	
	§	
CSC Holdings, LLC,	§	_____ JUDICIAL DISTRICT
Respondent.	§	

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Petitioner, THE STATE OF TEXAS (State), acting by and through its Attorney General Ken Paxton, and Respondent, CSC HOLDINGS, LLC, and respectfully submit the following Assurance of Voluntary Compliance (AVC) for the Court’s approval and filing in accordance with § 17.58 of the Texas Deceptive Trade Practices Act—Tex. Bus. & Com. Code Ann. §§ 17.41–17.63 (DTPA). CSC Holdings, LLC offers its Internet services in Texas through various subsidiaries, including Cequel Communications, LLC, Cebridge Acquisition, LP, Cequel III Communications, I, LLC, Friendship Cable of Texas, Inc, and Universal Cable Holdings, Inc. (collectively, CSC Holdings or the Company as defined in Section 7 below). These services are currently offered under the “Optimum” brand. Prior to August 2022, these services were offered under the “Suddenlink” and “Suddenlink Communications” names.

PARTIES

1. The signatories to this AVC are the Petitioner, The State of Texas, and the Respondent,

CSC Holdings, LLC, which is a limited liability company that is headquartered at One Court Square, Long Island City, New York 11101.

2. This action is brought by the Consumer Protection Division of the Office of the Attorney General of Texas in the name of the State as authorized under § 17.46 of the DTPA.

FACTUAL BACKGROUND

3. CSC Holdings, LLC is the operating subsidiary of Altice USA, Inc. (Altice), a publicly-traded telecommunications company. The Company provides broadband, television, phone, and other ancillary services to residential and business customers. It operates in 21 states, including Texas, with over 100 service areas in Texas alone. Prior to August 2022, CSC Holdings provided these services in Texas under the Suddenlink Communications name. Suddenlink Communications was rebranded as Optimum in August 2022.

4. Complainants report problems with CSC Holdings' billing practices (e.g., unauthorized price increases and payment withdrawals); slow Internet speed with frequent outages; poor customer service (e.g., inadequate technical support to repair service issues and failure to honor cancellation requests); and misleading promotions and sales practices (e.g., failing to honor the advertised fixed prices and selling additional services to cure a service problem).

VIOLATIONS OF THE TEXAS BUSINESS & COMMERCE CODE

5. The State contends that such alleged conduct (Covered Conduct), if proven, would constitute false, misleading, or deceptive acts or practices in violation of §§ 17.46(a); (b)(5); (b)(7); (b)(9); (b)(11); (b)(12) and (b)(24) of the DTPA.

DEFINITIONS

6. “Clear(ly) and Conspicuous(ly)” means, when referring to a written statement, a disclosure in a type, size, and location sufficiently noticeable for a Consumer to read and comprehend it, and in a print that contrasts with the background against which it appears. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in a manner that is likely to be noticed, readable, and understandable, and it must not be obscured in any manner. An oral disclosure shall be delivered in a volume and cadence sufficient for a Consumer to hear and comprehend it and shall not be inconsistent with any previously made statements.

7. “CSC Holdings,” “Company,” “Suddenlink Communications,” and “Optimum” mean and include CSC Holdings LLC, its predecessor companies, successor companies, parent companies, majority owned subsidiaries, employees, officers, directors, managers, assigns, and agents, including Cequel Communications, LLC, Cebridge Acquisition, LP, Cequel III Communications, I, LLC, Friendship Cable of Texas, Inc, and Universal Cable Holdings, Inc.¹

8. “Consumer” means an individual, partnership, corporation, this state, or a subdivision or agency of this state who seeks or acquires by purchase or lease, any goods or services, except that the term does not include a business Consumer that has assets of \$25 million or more that is owned or controlled by a corporation or entity with assets of \$25 million or more.²

¹ CSC Holdings does not include stockholders of Altice or third parties not controlled by CSC Holdings.

² For purposes of this AVC, this definition does not include any business consumer that obtains enterprise-level goods or services from CSC Holdings pursuant to an individually negotiated agreement.

9. “Effective Date” shall mean December 20, 2023.

10. “Space-Constrained Advertisement or Offers” means a banner or other advertisement when placed on media platforms such as Twitter, Snapchat, Instagram, Facebook, or similar platforms that are controlled by a third-party publisher or distributor who places restrictions on the size of the advertisement or imposes mandatory policies, requirements, rules or other restrictions on the parameters, format, size, and / or technical aspects of an advertisement or offer, including, but not limited to, restrictions on the maximum number of characters, lines of text or graphics, or pixels, and / or file size that significantly restricts the area available for disclosures or otherwise makes the inclusion of the text or disclosure required herein impossible because of the limitations. In such Space-Constrained Advertisements or Offers, the disclosures required under this AVC shall be deemed to be Clearly and Conspicuously made by providing a click-through link or other method for the Consumer to access that takes the Consumer to a web flow that contains all disclosures required under this AVC.

11. “Substantiate” means to verify the accuracy of a statement or claim.

TERMS OF COMPLIANCE

12. CSC Holdings hereby assures the State that it will comply with the following terms:

General Assurances

- i. CSC Holdings shall have ninety (90) days from the Effective Date to implement and comply with the terms of this AVC, unless specified otherwise.
- ii. CSC Holdings shall not misrepresent any of its products or services to Consumers, including any of its products, services, pricing, and all other material terms and conditions.

- iii. CSC Holdings shall not fail to disclose any material terms in connection with the promotion and sale of products and services sold to Consumers.
- iv. CSC Holdings shall not fail to disclose Clearly and Conspicuously all material terms in connection with the promotion and sale of any products or services sold to Consumers.
- v. CSC Holdings shall not make any misrepresentations or deceptive statements to Consumers about its Internet speeds or the equipment required to achieve such Internet speeds.
- vi. CSC Holdings shall not fail to disclose to Consumers at or before the point of sale, all material terms and conditions of its offers of Internet service, including, but not limited to, maximum achievable speeds.
- vii. CSC Holdings shall maintain adequate staffing to meet forecasted customer care call volume.
- viii. CSC Holdings shall maintain an internal database (or other knowledge repository) with information about its current products and services to assist agents in responding to Consumer inquiries about its products and services.

Network Performance Assurances

- ix. CSC Holdings shall maintain 1 GB Internet service (download speeds up to 940 Mbps) available to 75% of its residential Customers in Texas for a minimum of ten (10) years from the Effective Date. Should a modification be required to account for changes in technology, the marketplace, or any other reason, CSC Holdings may seek a modification pursuant to paragraph 30 below.

- x. CSC Holdings shall offer Consumers a method or process through which they may test their Internet speeds.
- xi. CSC Holdings shall use reasonable efforts to ensure that Consumers who elect to use Company-supplied modems/gateways in connection with their Internet service are provided with modems/gateways that are capable of delivering the maximum achievable speed for relevant Internet speed tier. CSC Holdings will ensure that Company-provided modems/gateways are capable of achieving the maximum advertised speed for Consumers' level of Internet service. This includes shipping new modems/gateways to any existing Consumers as of the Effective Date with existing Company-provided modems that are not sufficient to achieve the maximum Internet speeds for which the Consumers have contracted. However, in no event shall CSC Holdings be responsible for providing modem/gateways to Consumers who elect to use their own modems/gateways or who never respond to a reasonable number of inquiries by CSC Holdings to upgrade or exchange their Company-provided modems/gateways.
- xii. CSC Holdings shall conduct speed testing during installation and service visits at no cost to Consumers, when required, to ensure the Consumers' premises are capable of receiving the Internet speed purchased by Consumers.
- xiii. CSC Holdings shall Substantiate the maximum achievable and expected speeds advertised or disclosed in connection with its promotion and sale of Internet products based on an industry-accepted methodology (including, for the avoidance of doubt, by means of reputable third-party testing or internal testing). In the event

that such claims cannot be Substantiated, CSC Holdings shall cease advertising and offering for sale such speeds and offer subscribers the option to select a lower-tiered speed plan that can be Substantiated.

- xiv. CSC Holdings shall maintain a record of customer service calls concerning Internet speed and performance issues through the use of a ticketing platform that tracks customer interactions via issue, cause, and resolution codes.
- xv. CSC Holdings shall monitor regularly the utilization in its core network and for each node/service group in its network to maintain sufficient capacity for users of its Internet service and identify performance issues needing attention.

Training:

- xvi. CSC Holdings shall train and require all vendors under its control to train sales agents on CSC Holdings' policies and procedures relating to the sale of its products and services, including a requirement to disclose all material terms to Consumers within 60 days after the execution of this AVC to train them about the requirements under this AVC.
- xvii. CSC Holdings shall train and require vendors under its control to train customer service agents on the Company's policies and procedures, and the requirements under this AVC. The Company will ensure that its training includes educating agents about the differences between connected computers and computers operating on Wi-Fi and the impact on speed/performance when multiple users are using the Internet at the same time.

- xviii. CSC Holdings shall train and require its vendors to train new customer service agents on the Company's customer service policies and procedures and all of the requirements of this AVC within 30 days of hire.
- xix. CSC Holdings will train and require vendors under its control to train field technicians to ensure that they install equipment capable of delivering the Internet speed provisioned to the Consumer's account.
- xx. CSC Holdings will train and require vendors under its control to train field technicians about properly testing installed modem performance and ensuring that the Company-supplied modem is appropriate for the Internet speed for which Consumers contracted or in the alternative, replace the modem to ensure that proper speeds are received by Consumers.
- xxi. CSC Holdings will also train managers in its advertising department on the terms and requirements of this AVC.

Customer Service

- xxii. CSC Holdings forecasts a rolling 90-day call volume and will maintain sufficient customer service capacity in order to meet anticipated demand and target metrics, such as the average speed to answer, under reasonable and normal operating conditions, which includes maintaining a local, toll-free, or collect-call telephone access line, which will be available to Consumers 24-hours a day, seven (7) days a week.
- xxiii. CSC Holdings will continue to maintain an Interactive Voice Response (IVR) system or other technology that provides for call routing or other customer

communication, to allow Consumers to pay their bills for convenience, and provide a mechanism through which Consumers may request a call back as opposed to staying on hold, if telephone technology is used.

- xxiv. CSC Holdings will maintain procedures that allow subscribers to make payments through multiple platforms. At a minimum, subscribers will be allowed to pay their bills online, on the Company's app, by phone, or by mail, or in-person at a Company-owned retail store.
- xxv. CSC Holdings will advise any Consumer who has an estimated hold time for customer service in excess of five (5) minutes the anticipated period of the hold-time. In such a case, the hold message will advise the Consumer about the option to be called back by a Company representative in lieu of remaining on hold.
- xxvi. CSC Holdings will maintain a support channel through which Consumers may transfer from the IVR phone system to interact with the Company via online messaging by sending Consumers a link after responding to a prompt to receive one.
- xxvii. CSC Holdings will maintain a social media monitoring program that allows the Company to identify Consumers with customer service issues and can offer to connect Consumers with agents for support.
- xxviii. Separate from the IVR system, CSC Holdings will maintain chat and online messaging functionality enabling Consumers to contact the Company for assistance.

- xxix. CSC Holdings will comply with call center customer service standards described below as measured on a quarterly basis. During normal call center business hours and under normal operating conditions:
- a. 80% of all calls received will be answered within 30 seconds of when the connection is made;
 - b. Consumers who use an automated system shall have the option to speak to a live agent, provided that this option shall not be required for service-related calls made during a known outage, or in a situation through which Consumers' accounts were deauthorized for non-payment.² Eighty percent (80%) of all IVR calls in which a live agent option is selected shall be answered by a live agent within 30 seconds of Consumers' election of that option; and
 - c. The Consumer will receive a busy signal less than 5% of the time.

Quality Control Monitoring

- xxx. CSC Holdings will continue to maintain quality assurance teams within the customer care and sales organizations responsible for listening to randomly selected recorded calls of sales and customer service representatives in order to evaluate them for compliance with Company policies, procedures, and training. The quality assurance team will focus primarily on the following when reviewing these calls:
- a. Monitor for compliance with Company policies and procedures;

² This occurs when a bill is 45-50 days past due.

- b. Ensure the integrity and legal compliance of the Company's services and products;
 - c. Enhance the quality of the Company's products and services sold to Consumers;
 - d. Identify missed compliance opportunities for future training to ensure call centers better and more accurately serve Consumers;
 - e. Monitor to understand Consumer behavior, needs, and concerns to improve the customer service experience; and
 - f. Monitor to expand Company insights of Consumer interactions and reactions to promotions, products, and services.
- xxxi. In addition, sale and customer service managers will monitor sales agents and customer service agents for compliance with all policies and procedures including the terms of this AVC. Managers will document their efforts to monitor sales agents and customer service agents for compliance with all policies and procedures, including the terms of this AVC.
- xxxii. CSC Holdings will take appropriate disciplinary action against sales agents or customer service agents who violate the Company's policies and procedures, including the requirements of this AVC. This includes conducting the research necessary to determine the cause of the violations to ensure root issues are corrected.

Equipment & Field Technicians

- xxxiii. CSC Holdings will ensure that Consumers who use Company-owned modems or gateways receive modems or gateways that are capable of achieving the Internet speeds for which Consumers contracted. CSC Holdings will correct any mismatches involving Company-owned modems and gateways.
- xxxiv. CSC Holdings will monitor field technicians on five key performance indicators (KPIs) for field service operations: (i) average number of times that a customer calls for technical support on an annualized basis, (ii) number of service visits per customer on an annualized basis, (iii) on-time arrival rates, (iv) 30-day repeat service visit rates (reflecting the effectiveness of the initial service visits), and (v) overall customer satisfaction with the service visits (OSAT); the Company will take appropriate steps to increase performance any time performance on one or more of these KPIs dips below reasonable and customary performance standards.

MONETARY PROVISIONS

13. CSC Holdings denies that it has violated any provision of Texas laws, but in order to buy peace and without admitting responsibility, has agreed to pay the sum of : (1) one-hundred and fifty thousand dollars (\$150,000) to the State upon execution of this AVC for the State's reasonable attorneys' fees and investigative costs; and (2) two hundred thousand dollars (\$200,000) pursuant to the provisions of Texas Gov't Code § 402.007(b)(1).
14. The total payments under paragraph 13 of \$350,000 shall be paid by CSC Holdings as follows: (1) \$175,000 on January 31, 2024; and (2) \$175,000 on February 29, 2024, with the initial payment to be allocated to attorneys' fees and investigative costs.

15. CSC Holdings shall make such payments to the State on the Effective Date via certified check, money order, or wire transfer, payable to the “Office of the Attorney General,” bearing the reference AG No. CX7558441727, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division MC-003, P.O. Box 12548, Austin, Texas 78711-2548.

Restitution Program

16. The Parties agree to the following Restitution Program under this AVC.

17. “Eligible Automatic Relief Consumers” shall mean the 603 Consumers listed in the spreadsheet titled “TX Complaint Spreadsheet 11-2-23” agreed to by the State and CSC Holdings. Eligible Automatic Relief Consumers will receive one-time credits in the amounts identified in the spreadsheet. For purposes of clarity, the aggregate amount of one-time credits to be paid to Eligible Automatic Relief Consumers pursuant to this section shall be \$47,636.18, which reflects \$62,971.39 paid by these consumers in connection with the complained of services less previous credits of \$15,335.21.

18. “Eligible Complaint” shall mean a written complaint received by the Company or the State from January 1, 2016, to ninety (90) days after the Effective Date of this AVC: (a) from a Consumer who entered into an agreement with CSC Holdings for a service in Texas; (b) involving issues addressed by this AVC; (c) alleging an Ascertainable Loss; (d) that has not been previously fully resolved; and (e) wherein the Consumer is not an Eligible Automatic Consumer Relief Customer.

19. “Ascertainable Loss” shall mean any ascertainable deprivation, detriment, or injury arising from any conduct addressed by this AVC. Ascertainable Loss does not include, among other

things, consequential damages, pain and suffering damages, compensation for lost time or wages, or similar damages.

20. *Eligible Consumers*: Consumers with an Eligible Complaint may participate in the following Complaint Resolution Program:

- i. Time Period for filing an Eligible Complaint: There will be an open period of ninety (90) days after the Effective Date for a Consumer with an Eligible Complaint to file a written complaint directly with the company or with the Office of the Texas Attorney General if the customer had a service address in Texas at the time he or she made his or her purchase of a CSC Holdings Internet service package.
- ii. Upon receipt of the complaints, CSC Holdings shall determine within seventy-five (75) calendar days if the complaint qualifies as an Eligible Complaint. If CSC Holdings determines in good faith that the complaint does not constitute an Eligible Complaint, then CSC Holdings shall list the complaint on a Complaint Ineligibility Report to be provided to the State in accordance with Paragraph 20(iv) below. Eligible Automatic Relief Consumers will be deemed ineligible to receive additional relief under this subsection.
- iii. If CSC Holdings determines that a complaint is an Eligible Complaint, it shall have a reasonable time after receiving a complaint to attempt to resolve the Eligible Complaint with the Consumer. If CSC Holdings and the Consumer resolve the complaint, CSC Holdings shall provide the accepted relief within a reasonable time of the Consumer's acceptance of the offer. The Consumer shall not be asked or be required to sign a release to accept the offer. The results of the resolution shall be

placed on a report called the Eligible Compliant Resolution Report to be provided to the State in accordance with Paragraph 20(iv) below.

- iv. On a quarterly basis, CSC Holdings shall send the State the following reports regarding the status of the complaints received through the Restitution Program: Eligible Complaint Resolution Report(s), Unresolved Complaint Report(s), and Complaint Ineligibility Report(s). This reporting structure shall continue until all complaints have been processed in accordance with this AVC. All reports shall assign an unidentifiable number to each complaining Consumer to protect the Consumer's personally identifiable information. The reports will also set forth the nature of the Consumer's complaint and how CSC Holdings responded to and addressed the complaint. Thereafter, CSC Holdings will meet and confer with the State upon request to discuss any of the information in the reports set forth above. CSC Holdings shall also submit a status report on the provision of one-time credits to Eligible Automatic Relief Consumers within 90 days of the Effective Date.
- v. Any check that is provided to a Consumer who filed an Eligible Complaint shall state that it must be cashed within 180 days after completion of the Restitution Program. All restitution funds reflected by checks that remain undistributed 180 days after completion of the Restitution Program shall be forwarded to the Texas Comptroller's Office to be held as unclaimed property pursuant to Chapters 72 and 74 of the Texas Property Code.

STIPULATIONS

21. The parties hereby agree and stipulate that the:

- i. Court has jurisdiction over the subject matter and the parties to this AVC;
- ii. Venue of this cause is proper in Bexar County, Texas, pursuant to DTPA § 17.58(a); and
- iii. Parties agree to and do not contest the filing of this AVC.

GENERAL PROVISIONS

22. It is agreed and understood that nothing in this AVC shall be construed as a waiver or creation of private rights, causes of action, or remedies of any person against CSC Holdings with respect to any alleged act or practice described in this AVC. It is further agreed and understood that nothing in this AVC will be construed to limit the authority of the State to seek enforcement in a court of competent jurisdiction of CSC Holdings' compliance with the terms in this AVC.

23. The State's agreement to this AVC does not constitute any approval by the State of any alleged practice of CSC Holdings, and CSC Holdings will not represent that this AVC constitutes approval by the State or the Court of any of the Company's alleged practices.

24. This AVC does not constitute an admission of facts and wrongdoing, or an admission of a violation of any applicable legal provisions. Further, the parties agree that nothing herein may be taken as or construed to be an admission or concession of any violation of any law, or of any other matter of fact or law or of any liability or wrongdoing, all of which CSC Holdings expressly denies. This AVC is being signed in order to avoid possible litigation and to resolve all disputed claims and contentions in connection with this matter.

25. CSC Holdings has actively participated in the negotiations leading up to this AVC. CSC Holdings is aware of the obligations that this AVC places on it and is capable of carrying out those duties. CSC Holdings agrees that entry of this AVC is in the public interest.

26. Upon the filing of a duly executed version of this AVC, the State shall release and discharge CSC Holdings and each of its respective officers, directors, employees, agents, merged or acquired entities, parent or controlling entities, affiliates and subsidiaries, and their predecessors, successors, and assignees, from any and all claims, civil causes of action, demands, damages, restitution, penalties, fines, actions, and other causes of action that the State could have brought under the DTPA relating to the Covered Conduct prior to the Effective Date of this AVC. Nothing contained in this paragraph shall be construed to limit the ability of the State to enforce the obligations that CSC Holdings has under this AVC.

27. Neither this AVC nor anything herein shall be construed or used as a waiver, limitation, or bar on any defense otherwise available to CSC Holdings, or on CSC Holdings' right to defend itself from or make arguments in any pending or future legal or administrative action, proceeding, local or federal claim or suit, including without limitation, private individual or class action claims or suits, relating to CSC Holdings' conduct prior to the Effective Date of this AVC, or to the existence, subject matter, or terms of this AVC.

28. Within twenty (20) days of the Effective Date, CSC Holdings shall designate a person or persons whom the State may contact regarding resolution of ordinary customer complaints received by the State involving the Covered Conduct. In the event that there is a change to the designated person or persons, CSC Holdings shall use its best efforts to provide the new person(s) contact information to the State within 20 business days of such change. CSC Holdings will respond, within a reasonable time, to all customer complaints it receives from the State with respect to the matters set forth in this AVC.

29. If the State believes that CSC Holdings has failed to comply with any provision of this AVC and, if in the State's sole discretion, the failure to comply does not threaten the health or safety of the citizens of Texas and/or does not create an emergency requiring immediate action, the State shall provide notice to CSC Holdings of such alleged failure to comply and CSC Holdings shall have fourteen business (14) days from receipt of such notice to provide a good faith written response, including either a statement that CSC Holdings believes it is in full compliance with the relevant provision or a statement explaining how the violation occurred, how it has been addressed or when it will be addressed, and what CSC Holdings will do to make sure the violation does not occur again. Within that fourteen (14) business-day period, CSC Holdings may request a meeting to discuss the alleged violation. If CSC Holdings makes such a request, the State shall confer with CSC Holdings. CSC Holdings shall provide its written response in advance of any meeting with the State unless the State agrees to waive this requirement. The request for, or occurrence of, a conference does not enlarge the period of time for CSC Holdings to provide its written response, although the State may agree to provide CSC Holdings with more than thirty (30) days to respond. The State shall receive and consider the response from CSC Holdings prior to initiating any proceeding for any alleged failure to comply with this AVC.

30. To seek modification of this AVC to account for changes in technology or in the marketplace, or for any other reason, CSC Holdings may send a written request for modification with a detailed explanation to the State. The State shall give such written request reasonable consideration and may agree to meet and confer in good faith with CSC Holdings. A resolution of such meet and confer efforts may include, but not be limited to, equitable modifications or

suspension of certain terms in this AVC. CSC Holdings reserves all rights to pursue any legal or equitable remedies that may be available to it.

- i. No waiver, modification, or amendment of the terms of this AVC shall be valid or binding unless made in writing, signed by the parties, and only to the extent set forth in such written waiver, modification, or amendment. To the extent that state law requires a waiver, modification, or amendment of this AVC to be approved and entered by a Court, the parties agree to use their best efforts to obtain Court approval.
- ii. The State shall not take any action to enforce the terms of the particular provision for which a modification is being requested, other than for prior violations of said terms, with respect to such waiver, modification, or amendment while the parties are seeking Court approval of the same, if required. In the event that Court approval and entry of a waiver, modification, or amendment of this AVC is required under state law and the Court does not approve such waiver, modification or amendment, said waiver, modification, or amendment shall be null and void as to the State; provided, however, that nothing herein shall be construed to prohibit or otherwise restrict any party's right to seek reconsideration or review of, or to appeal a decision not to approve, such waiver, modification, or amendment.
- iii. Nothing in this paragraph shall limit the State from pursuing any action against CSC Holdings for failure to comply with this AVC, nor shall it release liability for any violations prior to or during the waiver, modification, or amendment period.

31. All notices sent pursuant to this AVC should be sent via first class and electronic mail as follows unless a different address is specified in writing by the party changing such address:

a. For CSC Holdings:

CSC Holdings, LLC
One Court Square
Long Island City, NY 11120
Attn: Legal Department
Email: Legalnotice@alticeusa.com

Clayton S. Friedman
Troutman Pepper
Troutman Pepper Hamilton Sanders LLP
5 Park Plaza, Suite 1400
Irvine, CA 92614
949-622-2700
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b. For the State:

Valeria Sartorio
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Office of the Texas Attorney General
112 E. Pecan, Suite 735
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Email: Valeria.Sartorio@oag.texas.gov

32. If any clause, provision, or section of this AVC other than paragraphs 24 and 26 shall—for any reason—be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this AVC and this AVC shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein. If any clause, provision, or section of this AVC shall, for any reason, be held illegal, invalid, or unenforceable against any party, such clause, provision,

or section of this AVC shall be illegal, invalid, or unenforceable against any other party that enters a substantively identical AVC with the State.

Executed effective as of 20 December, 2023.

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

BRENT WEBSTER
First Assistant Attorney General

JAMES LLOYD
Deputy Attorney General for Civil Litigation

RYAN BAASCH
Division Chief, Consumer Protection Division



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RESPONDENT

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Lupita Rodriguez on behalf of Valeria Sartorio
Bar No. 24073758
lupita.rodriguez@oag.texas.gov
Envelope ID: 82759253
Filing Code Description: Petition
Filing Description:
Status as of 12/20/2023 1:00 PM CST

Associated Case Party: State of Texas

Name	BarNumber	Email	TimestampSubmitted	Status
Valeria Sartorio	24073758	Valeria.Sartorio@oag.texas.gov	12/20/2023 12:43:02 PM	SENT

Associated Case Party: CSC Holdings, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Clayton Friedman		Clayton.friedman@troutman.com	12/20/2023 12:43:02 PM	SENT
Joselle Albracht		Joselle.Albracht@troutman.com	12/20/2023 12:43:02 PM	SENT
Michael Olsen		michael.olsen@alticeusa.com	12/20/2023 12:43:02 PM	SENT
Michael Yaghi		Michael.Yaghi@troutman.com	12/20/2023 12:43:02 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Judi Logan		judi.logan@oag.texas.gov	12/20/2023 12:43:02 PM	SENT