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January 18, 2018

VIA ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Notice of Oral *Ex Parte* Presentation – MB Docket No. 18-9.

Dear Ms. Dortch:

Pursuant to Sections 1.1204(a)(3), (10) and (11) of the Commission's rules, 47 C.F.R. § 1.1204(a)(3), (10), (11), notice is hereby provided of meetings on January 17 and 18, 2018 between executives of Starz Entertainment, LLC ("Starz"), together with their counsel, and officials at the Federal Communications Commission (FCC). Specifically, on January 17th, Jeffrey A. Hirsch, the Chief Operating Officer of Starz, and Audrey Lee, the General Counsel of Starz, together with Edward "Smitty" Smith and the undersigned of DLA Piper, met with Michelle Carey, the Chief of the FCC's Media Bureau, and members of the Bureau staff, including Sarah Whitesell, Martha Heller, Steven Broeckaert, and Brendan Murray. On January 18th, Mr. Hirsch, the undersigned, and Michael Burns, the Vice Chairman of Lions Gate Entertainment Corp. (Starz is a subsidiary of Lions Gate Entertainment Corp.), met separately with Chairman Ajit Pai, his Media Advisor, Alison Nemeth, and interns Alison Cheperdak and Kevin Milton; Commissioner Michael O'Rielly and his Chief of Staff, Brooke Ericson; and Commissioner Carr and his Policy Advisor, Evan Swarztrauber.

During these meetings, Starz distributed the attached Emergency Petition for Injunctive Relief regarding the deletion of 16 of its channels by Altice USA, Inc. ("Altice") and its subsidiary Cablevision Systems Corporation ("Cablevision") and discussed the reasons supporting expedited FCC action on this petition. Specifically, Starz reviewed the significant harms to customers and substantial financial loss to Starz in the absence of prompt Commission action. Starz also provided background information regarding the company and its channels. The attached deck was distributed at the meetings and details the issues discussed and points raised.



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Please do not hesitate to contact me if you have questions or concerns.

Respectfully submitted,

DLA Piper LLP (US)

/s/ R. Michael Senkowski

R. Michael Senkowski

Partner

MS

cc: Chairman Ajit Pai
Commissioner Michael O'Rielly
Commissioner Brendan Carr
Alison Nemeth
Brooke Ericson
Evan Swarztrauber
Michelle Carey
Sarah Whitesell
Martha Heller
Steven Broeckaert
Brendan Murray



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CERTIFICATE OF SERVICE

I, R. Michael Senkowski, hereby certify that on this 18th day of January, 2018, a copy of the foregoing Notice of Oral *Ex Parte* Presentation were served by first-class U.S. mail, postage prepaid, upon

David Connolly, Esq.
Executive Vice President, General Counsel
Altice USA, Inc.
1 Court Square, 45th Floor
Long Island City, NY 11120

A handwritten signature in black ink, reading 'R. Michael Senkowski', written over a horizontal line.

R. Michael Senkowski

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Altice USA, Inc.)	MB Docket No. 18- _____
Cablevision Systems Corporation, and)	
CSC Holdings, LLC)	
)	
Emergency Petition for Injunctive)	
Relief)	

EMERGENCY PETITION FOR INJUNCTIVE RELIEF

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January 17, 2018

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**Before the
FEDERAL COMMUNICATIONS COMMISSION
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Altice USA, Inc.)	MB Docket No. 18- _____
Cablevision Systems Corporation, and)	
CSC Holdings, LLC)	
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Emergency Petition for Injunctive)	
Relief)	

To: The Commission

EMERGENCY PETITION FOR INJUNCTIVE RELIEF

I. INTRODUCTION AND SUMMARY

On January 8, 2018, Starz Entertainment, LLC (“Starz”), filed a Petition for Declaratory Ruling, Enforcement Order, and Further Relief (the “Starz Petition”), with the Commission seeking action to correct certain violations of Sections 76.1603 (b) and (c), and 76.309(c)(1) of the Commission’s rules by Cablevision Systems Corporation (“Cablevision”) and its parent company Altice USA, Inc. (“Altice” and, together with Cablevision, the “Altice Companies”).¹

Starz, by its attorneys and pursuant to Section 76.7 of the Commission’s rules, hereby requests that, pending its final determination on the issues presented in the Starz Petition, the Commission, on an emergency basis, issue immediate injunctive relief to restore the *status quo ante* while the required notice is provided, enjoin the Altice

¹ See, Petition for Declaratory Ruling, Enforcement Order, and Further Relief or Starz Entertainment, LLC (Jan. 8, 2018)

Companies' willful violations of the rules, and prevent further harm to the over one million Altice Company customers whom regularly watch Starz channels.

II. FACTUAL BACKGROUND

The factual background for this matter is outlined fully in the Starz Petition, however, we reiterate it, in relevant part, here to more fully demonstrate the need for immediate relief.

A. The Parties

1. Starz

Starz is a subsidiary of Lions Gate Entertainment Corp. Starz provides premium subscription video programming to U.S. MVPDs, including cable operators, satellite television providers, telecommunications companies, and online video providers, and on an OTT basis.² Starz's flagship premium service STARZ offers original series and recently released, exclusive premium-window movies and library movies without advertisements.³ Starz's other services, STARZENCORE and MOVIEPLEX (together with STARZ and STARZ and STARZENCORE's multiplex channels, the "Starz Channels"), offer theatrical and independent library movies as well as original and older television series, also without advertisements.⁴ The Starz channels at issue include 16 linear networks and corresponding on-demand services.⁵ The linear networks air over 1,000 movies per month from premier studio partners and include an expanding line-up

² Declaration of Joe Glennon, Executive Vice President, Affiliate Distribution, Starz, ¶ 2 (Jan. 8, 2018) ("Glennon Declaration").

³ *Id.*

⁴ *Id.*

⁵ *Id.*

of original programming series, including the highly-rated *Power* and *Outlander* series.⁶ Starz’s services are offered by distributors either at a fixed monthly price as part of a programming tier or package or on an a la carte basis, or directly to consumers through the STARZ app (at www.Starz.com and through retail partners, such as the Apple Store), and third-party online distributors (such as Amazon, Sling TV, and DirecTV Now) for a monthly fee.⁷

2. Altice, Cablevision, and CSC

Altice owns and controls both Cablevision and Cequel Corporation (“Cequel”).⁸ Altice makes clear that it is responsible for the conduct and operation of the Cablevision and Cequel cable systems: “As the U.S. business of Altice N.V., we are driven at all levels by the ‘Altice Way’ — our founder-inspired owner-operator culture and strategy....”⁹

Cablevision offers digital television, Internet services, and VoIP services to subscribers located primarily in New York, New Jersey, and Connecticut. Cablevision has distributed STARZ and STARZENCORE programming for over two decades.¹⁰ On December 31, 2017, Cablevision’s systems distributed the following Starz Channels in Cablevision packages:

- Optimum Preferred/Optimum Select included 8 STARZENCORE channels—STARZENCORE East, STARZENCORE West,

⁶ *Id.*

⁷ *Id.*

⁸ Altice USA, Inc., Registration Statement (Form S-1), at 1 (Apr. 11, 2017). Note that at Altice’s direction, Cequel also deleted all of the STARZ AND STARZENCORE channels that it distributed on January 1, 2018 at midnight. Starz also believes that Cequel did not provide the required 30-day notice to subscribers and has not properly responded to customer inquiries and complaints.

⁹ *Id.*

¹⁰ Glennon Declaration, ¶ 3.

STARZENCORE Action, STARZENCORE Black, STARZENCORE Classic, STARZENCORE Family, STARZENCORE Westerns, and STARZENCORE Suspense;

- Optimum Silver included the 8 STARZENCORE channels and 7 STARZ channels — STARZ East, STARZ West, STARZ Kids & Family, STARZ Edge, STARZ in Black, STARZ Comedy, and STARZ Cinema;
- Optimum Gold included the 8 STARZENCORE channels and 7 STARZ channels;¹¹ and
- Optimum Premier included the 8 STARZENCORE channels and 7 STARZ channels.

Cablevision also had provided the Starz Channels to its customers on an a la carte basis.¹²

CSC Holdings, LLC (“CSC”), another Altice subsidiary, was the party to the agreement with Starz for the Starz Channels.¹³ Altice and/or CSC at Altice's direction negotiated the renewal of that agreement and rejected Starz’s offer to extend the agreement on the same terms and conditions while renewal negotiations continued.

B. Late Negotiations and Refusal to Extend

Recognizing that its agreement with CSC would expire at midnight on December 31, 2017, Starz submitted a written renewal proposal to Altice on September 20, 2017.¹⁴ Altice did not respond until November 28, 2017 with a counterproposal that would have changed the contractual relationship between CSC/Altice and Starz, drastically and

¹¹ Some Cablevision systems, such as its Norwalk, Connecticut systems, also distributed MOVIEPLEX in the Optimum Gold package. Not all Cablevision systems distributed precisely the same Starz linear programming services. Certain systems also distributed the STARZ On Demand and STARZENCORE On Demand services. Glennon Declaration, ¶ 3 n.1.

¹² *Id.*

¹³ Glennon Declaration, ¶ 4.

¹⁴ Glennon Declaration, ¶ 5.

adversely to Starz.¹⁵ Starz promptly responded to that counterproposal on December 4, 2017, and Altice finally exchanged a number of proposals over the next few weeks.¹⁶

At a meeting on December 20, 2017, John Huncke, Senior Vice President, Affiliate Distribution, of Starz, asked Bradley Fleisher, Senior Vice President Programming at Altice, whether to extend the agreement to enable continuing negotiations.¹⁷ Mr. Fleisher replied that there would not be an extension without a path forward.¹⁸ During a telephone call on December 23, 2017, Joe Glennon of Starz proposed that the existing agreement be extended on a short-term basis while the parties continued to negotiate the renewal.¹⁹ Michael Schreiber, Chief Content Officer of Altice, replied that Altice would agree to an extension only if Starz provided all of its programming services for free.²⁰ Mr. Glennon explained that Starz was willing to extend the agreement but could not do so without charge.²¹ No further conversations between Starz and Altice occurred with respect to a short extension.²² Starz continued to negotiate with Altice regarding renewal of the agreement throughout the day on December 31, 2017.²³ Starz did not, and has not, de-authorized Altice's receipt of Starz's satellite-delivered signals.²⁴

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.* at ¶ 6.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

²³ *Id.*

²⁴ *Id.*

C. Deletion Without Notice

At midnight on January 1, 2018, all Cablevision systems spanning numerous franchise areas deleted all 16 Starz Channels that it distributed without the notice to its subscribers required by 47 C.F.R. § 76.1603(b) and (c).²⁵ In its Optimum bill for the billing period 12/23/17-1/22/18, Cablevision disclosed only that “[a]s of December 27, TAG Games (Channel 610) will no longer be available...” and “as of December 31, 2017, The Chiller Network will no longer be available.”²⁶ Cablevision then disclosed the subscriber rights under New York State law.²⁷ **There was no disclosure of the deletion of the 16 Starz Channels.**²⁸ Clearly, Cablevision was aware of the disclosure requirements, but it wanted to avoid the inevitable outcry from deleting the popular Starz Channels and simply disregarded the Commission's notice rule.

Starz personnel had been monitoring publications, the Cablevision website, and the Starz Channels themselves for any prior disclosure by the Altice Companies of the deletion of the Starz Channels.²⁹ They could not find any such disclosure.³⁰

Nonetheless, within hours of the deletion, Altice had unveiled a website to explain Cablevision's deletions with false and misleading statements and had replaced some of the Starz Channels with non-premium channels from different genres.³¹ Clearly, the

²⁵ *Id.* at ¶¶ 7-9.

²⁶ *Id.*; *Altice USA, Inc., Cablevision Systems Corporation, and CSC Holdings, LLC*, Petition for Declaratory Ruling, Enforcement Order, and Further Relief, MB Docket No. 18-__ (filed Jan. 8, 2018), at Exhibit 1 (“Exhibit 1”).

²⁷ Exhibit 1.

²⁸ Glennon Declaration at ¶¶ 8-9; Exhibit 1.

²⁹ Glennon Declaration at ¶ 9.

³⁰ *Id.*

³¹ *Id.* at ¶ 10.

Altice Companies had made plans for the deletion well in advance of New Year's Day -- it simply did not inform its subscribers.

In an email to Deadline.com, regarding the article "Starz And Encore Go Dark On Altice USA Cable Systems In New York Area," one Cablevision subscriber summed up Cablevision's failure to give the notice required under the Commission's rules as follows:

All I know is that no one told me on the phone or in my bill that I was going to lose my favorite channels that I pay for nor did they thought of away for us to get our money back for the package with these channels on it all I know is that optimum needs to fixed this ASAP because I love my chiller channel and my Starz channel I want them back and they owe us customers an apology for all this.³²

D. Cablevision's Attempts to Avoid Subscriber Complaints and Altice's False and Misleading Responses

Since Cablevision dropped the Starz Channels, Starz understands that tens of thousands of irate subscribers have contacted Cablevision by telephone and email to express their anger over the deletion of the Starz Channels, to demand their reinstatement and/or to request refunds for the deleted services.³³ In fact, to date, to date, Starz has forwarded to Cablevision over 49,000 calls, and nearly 8,300 emails, that it has received regarding the carriage of STARZ, STARZENCORE, and MOVIEPLEX on Cablevision.³⁴ Starz understands that many of these subscribers have been unable to reach a Cablevision customer service representative.³⁵ Specifically, callers have experienced: (1) unanswered and dropped calls; (2) excessive wait times; (3) unavailability of live customer service

³² D. Ramos, "Starz Sends Cease-And-Desist Letter To Altice Over "False And Misleading Information" In Carriage Dispute," Deadline (Jan. 5, 2018), available at <http://deadline.com/2018/01/starz-networks-altice-negotiations-distribution-agreement-outlander-power-american-gods-1202233872/>.

³³ Glennon Declaration, ¶ 11.

³⁴ Glennon Declaration, ¶ 17.

³⁵ Glennon Declaration, ¶ 11

assistance; (4) transfers to recorded messages followed by call disconnection; and (5) unreturned messages.³⁶

For example, callers who selected the option for customers calling about STARZ were connected to a recording and disconnected after the conclusion of the recording.³⁷ Callers who selected “billing” again received a recording and were disconnected at its conclusion.³⁸ Callers who selected “add services” had wait times from 16 to 40 minutes.³⁹ Other callers who selected “upgrades” were informed that Cablevision could not take their call and were then disconnected.⁴⁰ All calls forwarded by Starz to Cablevision are routed directly to a recording and then disconnected without any opportunity to speak with a live customer service representative.⁴¹ One caller who called Cablevision without disclosing her purpose in calling eventually spoke with a live person after a 30 minute wait time and was informed that STARZ “will be back on in a few days” – “the most would be 15.”⁴²

In short, the Altice Companies have made sure that its subscribers cannot connect with its customer service representatives to complain about the deletion of the Starz Channels or request refunds for the tiers of services that are now substantially different from what they purchased. Although Altice has stated that Cablevision subscribers may purchase the STARZ and STARZENCORE channels online directly from STARZ, it has

³⁶ *Id.*

³⁷ *Id.* at ¶ 12.

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Id.*

⁴¹ *Id.*

⁴² *Id.*

not announced a reduction in its prices for the tiers from which it removed those channels or the availability of refunds.

E. Sections 76.1603(b) and (c), and 76.309(c)(1)

Section 76.1603(b) of the Commission's rules provides, "Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator."⁴³

Relatedly, section 76.1603(c) of the Commission's rules requires that cable operators also "give 30 days written notice to both subscribers and local franchising authorities before implementing any rate or service change."⁴⁴

The Commission has recognized such requirements are vital because they "provide customers with the opportunity to make their voices heard before any programming changes are made" and "allow customers to make arrangements to secure dropped channels through alternative means, such as by changing service providers."⁴⁵ Moreover, the Commission has specifically underscored the fact that, because section 76.1603(b) is aimed at protecting subscribers, "it is the subscribers' perspective - not that of the cable operator - that is relevant to determining whether a change in programming services has occurred."⁴⁶

⁴³ 47 C.F.R. §76.1603(b).

⁴⁴ 47 C.F.R. §76.1603(c).

⁴⁵ *Time Warner Cable*, Order, 21 FCC Rcd 8808, 8809-10, ¶ 7 (2006) ("Time Warner Order").

⁴⁶ *Time Warner Cable*, Order on Reconsideration, 21 FCC Rcd 9016, 9020, ¶ 15 (2006) ("Time Warner Recon Order").

Section 76.309(c)(1) provides, in relevant part, that cable operators “will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week...” in order to ensure that they meet requisite standards of care and responsiveness to customer.⁴⁷ In adopting this rule, the Commission has noted that Congress had “indicated... that subscribers had considerable difficulty getting through to their cable operators, received busy signals more than half the time they called, and were placed on hold, in many cases, longer than one minute.”⁴⁸ Given the 24 hour-a-day nature of cable networks, the Commission determined it would be reasonable “to assume that subscribers may be watching cable programming 24 hours a day” and thus required “a cable operator to provide telephone availability 24 hours a day.”⁴⁹

Relevant to section 76.1603, section 76.309 also defines conditions that are and are not within the control of the cable operator, thereby delineating when an operator may be excused from compliance with the notification requirements.⁵⁰ Specifically, the Commission’s rule states:

Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-

⁴⁷ 47 C.F.R. §76.309(c)(1).

⁴⁸ *Implementation of Section 8 of the Cable Television Consumer Protection and Competition Act of 1992, Consumer Protection & Customer Service*, Report & Order, 8 FCC Red. 2892, 2903, ¶ 46 (1993) (“Cable Television Customer Service Standards Order”).

⁴⁹ *Id.* at ¶ 49.

⁵⁰ 47 C.F.R. § 76.309(c)(4)(ii).

view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.⁵¹

The Commission noted in adopting this rule that it was not “unreasonable to require the cable operator to adjust its staffing to maintain compliance with the customer service standards” when events “generally scheduled by the cable operator (e.g., maintenance) or [that] the operator knows the schedule reasonably well in advance of the event (e.g., special promotions or pay-per-view events),” occur.⁵²

III. ANALYSIS

A. The Altice Companies Knowingly and Willfully Violated the Commission’s Rules

1. Violations of Sections 76.1603(b) and (c)

The Altice Companies clearly violated Sections 76.1603(b) and (c) of the Commission’s rules by failing to provide the required thirty days’ minimum notice to subscribers and, to the best of our knowledge, Altice did not provided required notice to the local franchising authorities before deleting programming services.

The Altice Companies’ discontinuance of the Starz Channels clearly constitutes a “change in programming services” which requires notification under section 76.1603. Pursuant to the Commission’s rules, the Altice Companies were obligated to provide notice to all affected Cablevision subscribers “as soon as possible” but no later than thirty days before any change is made. The companies therefore were required to notify subscribers no later than December 1, 2017, that Cablevision would no longer carry the Starz Channels. The companies failed to do so. Instead, at midnight on January 1, 2018, all Cablevision systems spanning numerous franchise areas deleted all 16 Starz Channels

⁵¹ *Id.*

⁵² Cable Television Customer Service Standards Order, ¶ 43.

it distributed without the required notice to its subscribers. While the Altice Companies later informed subscribers that they may continue receiving STARZ and STARZENCORE programming by subscribing to Starz’s online video service, such “notice” clearly fails to meet the standards set forth in section 76.1603(b).

Moreover, the lack of notice by the Altice Companies was knowing and intentional. Starz attempted to engage Altice in meaningful discussions to continue the carriage agreements between the parties, with little success. For example, Starz submitted a written renewal proposal to Altice on September 20, 2017, to which Altice did not respond until November 28, 2017.⁵³ Altice and Starz continued to negotiate renewal of the agreement through December 31, 2017.⁵⁴ Recognizing the impending deadline, Starz proposed that the existing agreement be extended on a short-term basis while the parties continued to negotiate the renewal.⁵⁵ Though such an extension would have allowed the Altice Companies to comply with the Commission’s rules, the Altice Companies refused and instead took the unlawful step of removing Starz Channels from Cablevision’s cable platforms on January 1, 2018 without the required prior notice.

The Altice Companies were also required to comply with the customer service standards of section 76.1603(b), as this was clearly “within the control of the cable operator” as defined by the Commission. In the present instance, there is no unforeseen event or unpredictable situation that would excuse the Altice Companies from compliance with the thirty-day notice requirement. Instead, the situation leading to the Altice Companies’ violations of Section 76.1603 is clearly and entirely of their own

⁵³ Glennon Declaration, ¶ 5.

⁵⁴ *Id.*

⁵⁵ *Id.*

making. Altice refused Starz’s offer to extend carriage during the thirty-day notice period and unilaterally determined that the Starz Channels would be removed from its cable platforms on January 1, 2018, before thirty-day notice could be given. As we have mentioned above, Starz did not, and has not, de-authorized the Altice Companies’ receipt of Starz’s satellite-delivered signals.⁵⁶

As the Commission has repeatedly observed, the purpose of section 76.1603(b) is to ensure that consumers remain informed of changes to their cable service and have sufficient time before being affected by changes to either complain to the cable operator or to discontinue service.⁵⁷ Effective competition requires that consumers have timely information to either make their views known to their provider or to switch to another provider that will meet the consumers’ demand. By failing to provide meaningful notification of the intended programming changes, however, the Altice Companies robbed its subscribers of their opportunity to be heard and to make alternative arrangements, directly circumventing the Commission’s rules.

Similarly, to the best of our knowledge, Altice also failed to provide thirty days written notice of the intended service change to local franchising authorities, including the New York City Department of Information Technology and Telecommunications, as required by section 76.1603(c).⁵⁸ Given that the primary responsibility for enforcing section 76.1603(b) traditionally has rested with local franchising authorities, the Commission noted that “it is crucial that local franchising authorities receive timely

⁵⁶ *Id.*

⁵⁷ Time Warner Order, ¶ 7.

⁵⁸ Glennon Declaration at ¶ 18.

notice of a cable operator's change in programming services" to ensure that they fulfill their responsibilities.⁵⁹

2. Violations of Section 76.309(c)(1)

The actions of the Altice Companies also violate section 76.309(c)(1). The Altice Companies have failed to comply with the requisite minimum customer service requirements and have refused to respond to subscriber complaints about its removal of the Starz Channels.

The Altice Companies have specifically undertaken a concerted effort to avoid customers that inquire or complain about the deletion of the Starz Channels. Since the Altice Companies discontinued the Starz Channels, tens of thousands of subscribers have contacted Cablevision by telephone and email to express their anger over the deletion, to demand their reinstatement and/or to request refunds for the deleted services.⁶⁰ Evidence suggests that many of these subscribers have experienced: (1) unanswered and dropped calls; (2) excessive wait times; (3) unavailability of live customer service assistance; (4) transfers to recorded messages followed by call disconnection; and (5) unreturned messages.⁶¹ For example, callers who selected the option for customers calling about Starz or selected "billing" were connected to a recording and disconnected after the conclusion of the recording.⁶² Callers who selected "add services" experienced wait times from 16 to 40 minutes, while other callers who selected "upgrades" were informed

⁵⁹ *Id.*, ¶ 30. However, the Commission has noted that "consistent with our overall obligation to effectuate the reforms mandated by the 1992 Cable Act, we retain the authority to address, as necessary, systemic abuses that undermine the statutory objectives." *See* Cable Television Customer Service Standards Order, ¶ 19.

⁶⁰ Glennon Declaration, ¶ 11

⁶¹ *Id.*

⁶² Glennon Declaration, ¶ 12.

that Cablevision could not take their call and were then disconnected.⁶³ Most egregiously, one caller that eventually spoke with a live customer service representative—after a wait time of 30 minutes—was incorrectly told that Starz would be “back on in a few days” and at most 15 days.⁶⁴

In establishing the Federal customer service standards outlined in section 76.309(c)(1), the Commission noted that a key objective of the Cable Act of 1992 was to “ensure that cable operators nationwide provide satisfactory service to their customers.”⁶⁵ By avoiding subscribers or frustrating their purpose, there is little doubt that the Altice Companies are failing to meet this standard. Cablevision’s current operations result in a 30-second response time becoming 30 minutes if the caller is inquiring about the deletion of the Starz Channels, and a dead-end loop being substituted for a trained customer representative. In the rare event that a customer actually is connected to a trained customer representative, the representative apparently has been instructed to provide inaccurate information.

The Altice Companies’ approach regarding subscriber calls about the deletion of the Starz Channels flagrantly disregards the Commission’s customer service standards. Starz understands that the Altice Companies continue this approach even after the filing of Starz’ Petition for Declaratory Ruling on January 8, 2018. Therefore, Starz encourages the Commission to take action to ensure that Cablevision subscribers receive responsive service and a level of customer care meeting the standards demanded by the Commission’s rules. The topic of a subscriber’s calls should not determine how their call

⁶³ *Id.*

⁶⁴ *Id.*

⁶⁵ Cable Television Customer Service Standards Order, ¶ 4.

is handled. There are clear indications that Cablevision is violating the Commission's customer service standards when a subscriber contacts the company about the deletion of the Starz Channels.

B. Immediate Relief is Necessary to Protect the Rights of Cablevision Subscribers and Starz

In order to fully preserve the rights of subscribers affected by the Altice Companies' violations, the Commission must act urgently to order injunctive relief. In deciding whether to issue emergency injunctive relief, the Commission has traditionally considered four criteria: (1) the likelihood that the requesting party will succeed on the merits; (2) the threat of irreparable harm to the requesting party in the absence of the requested preliminary relief; (3) the degree of injury to other parties if relief is granted; and (4) the extent to which issuance of the order will further the public interest.⁶⁶ These factors are weighed in their totality with the Commission finding that in a situation such as this, involving "administration of regulatory statutes designed to promote the public interest," the public interest factor "necessarily becomes crucial."⁶⁷ Furthermore, the Commission has found that a moving party need not demonstrate irreparable injury for an injunction to be granted⁶⁸ and, in fact, "the degree of harm that a petitioner must demonstrate varies with its chances for success on the merits".⁶⁹

1. Likelihood of Success

⁶⁶ Time Warner Recon Order, ¶ 9.

⁶⁷ *Id.*

⁶⁸ See *AT&T v. Ameritech and Qwest*, 13 FCC Rcd. 14508, 14516 n.43 (1998) (citing *United States v. Southwestern Cable Co.*, 392 U.S. 157, 180 (1968) ("We find no due process requirement that any single factor, such as, irreparable injury to the moving party, be demonstrated as a prerequisite to issuance of a standstill order.")).

⁶⁹ Time Warner Recon Order, ¶ 9.

Starz is very likely to succeed on the merits of this case. The requirements of Sections 76.1603(b) and (c) and 76.309(c)(1) are clear and the material facts plainly demonstrate that the Altice Companies violated those rules. In particular: (1) the Altice Companies discontinued carriage on January 1, 2018; (2) the Altice Companies did not provide thirty days' prior written notice of the impending deletion of the Starz Channels to customers, as required under Sections 76.1603(b) and (c), or franchising authorities, as required under Section 76.1603(c); (3) The Altice Companies also failed to meet their customer care requirements under Section 76.309(c)(1) by their failure to provide Cablevision subscribers with meaningful ways by which to communicate their concerns about the deletion, numerous avoidance tactics, and misleading statements; and (4) the Altice Companies had, and continue to have, the ability to carry the Starz Channels for the thirty-day notice period under the same rates, terms, and conditions provided by the agreement in effect December 31, 2017, but refused to do so.

2. Threat of Irreparable Harm

If the Starz Channels are not reinstated immediately while requisite notice is provided to consumers and franchise authorities, the harm both to Starz and the Altice Companies' subscribers will be irreparable. In *Time Warner-NFL* the Commission found that, in the injunctive relief context, "irreparable harm" can be caused when subscribers are (1) denied "the opportunity to make their voices heard before any programming changes are made,"⁷⁰ and (2) denied the opportunity "to make arrangements to secure dropped channels through alternative means, such as by changing service providers."⁷¹ The Altice Company subscribers did not have opportunity to have their objections to

⁷⁰ See Time Warner Order, ¶ 7.

⁷¹ *Id.*

dropping the Starz Channels heard and have not had sufficient time to arrange for alternative service to receive deleted content.

The Altice Companies have further compounded the harm to subscribers through their avoidance tactics and false and misleading statements. For example, the Altice Companies told certain customers that STARZ “will be back on in a few days” and that the channel would be off the air for “at most” 15 days. The Altice Companies further harmed these customers by dissuading them from finding alternative viewing options.

In *Time Warner-NFL*, the Commission also found that “irreparable harm” can be caused to a cable network when its channels are deleted without required notice at a particularly critical time for its business, such as a period during which subscriber viewing patterns for a season are being established.⁷² The month of January is a highly competitive time for television viewership and serves to establish viewing patterns among subscribers that might otherwise shift to programming on other networks.⁷³ This Sunday, January 21st, Starz is premiering a new original show, *Counterpart*, starring Oscar winning actor J.K. Simmons.⁷⁴ Starz has invested substantial amounts of capital and resources promoting this new series, particularly in the New York metropolitan area served by the Altice Companies, and anticipated high viewership among its subscribers.⁷⁵ Furthermore, Starz uses premier original series such as *Counterpart* as anchor programming in order to attract viewers that might be interested in other programming.⁷⁶

⁷² See Time Warner Recon Order, ¶ 23; Time Warner Order, ¶ 8.

⁷³ Glennon Declaration, ¶ 15.

⁷⁴ *Id.* at ¶ 16.

⁷⁵ *Id.*

⁷⁶ *Id.*

Deletion of the Starz Channels may harm short- and long-term viewership of *Counterpart* and other programming for which *Counterpart* would serve as an anchor.⁷⁷

In addition to promoting viewership, Starz uses its premier original shows, such as *Counterpart*, *Power*, and *Outlander* to drive customer acquisition, revenue, and maintain its competitive position in the marketplace.⁷⁸ These shows provide critical growth engines to Starz's business and their sudden deletion in a major market such as the New York metropolitan area could damage the Starz brand.⁷⁹ Continued disruption could substantially harm Starz's business in unquantifiable ways.⁸⁰

3. Injury to Other Parties if Relief Granted

Third, the Commission granting injunctive relief will not cause significant injury to the Altice Companies. In *Time Warner-NFL*, the Commission found that requiring carriage of a network on a temporary basis on the same terms under which the network had previously been carried did not cause significant harm to a cable operator.⁸¹ As we have stated, Starz agreed to allow the Altice Companies to continue carrying the Starz Channels under the same rates, terms, and conditions provided by the agreement in effect December, 31, 2017.⁸²

Furthermore, in *Time Warner-NFL* the Commission found that the potential harms resulting from requiring the cable operator to pay fees to the network during the thirty-day period could be mitigated by the network agreeing to deposit the fees in an escrow account and to repay the fees should the Commission or a court determine that the

⁷⁷ *Id.*

⁷⁸ *Id.*

⁷⁹ *Id.*

⁸⁰ *Id.*

⁸¹ See Time Warner Recon Order, ¶ 25; Time Warner Order, ¶ 9.

⁸² Glennon Declaration, ¶ 6.

cable operator had not violated the Commission's rules. Accordingly, Starz agrees to deposit any and all fees paid by the Altice Companies for access to the Starz Channels during the extension period into an escrow account and to repay such fees should the Commission or a court conclude that the Altice Companies have not violated the Commission's rules. Also, if Starz and the Altice Companies should reach an agreement with respect to carriage terms on a going forward basis, Starz agrees that such terms could be retroactively applied to the start date of the extension period.

4. Furtherance of the Public Interest

Finally, granting injunctive relief will further the public interest. By enforcing the notice requirements of Sections 76.1603 (b) and (c), and the customer care requirements of Section 76.309(c)(1), injunctive relief protects the important interest of consumers. Here, as in the *Time Warner-NFL*,⁸³ cable subscribers were billed in advance for their service.⁸⁴ In that case, the Commission found that the public interest is harmed when consumers are denied receipt of programming that they expect and for which they have paid.⁸⁵ The Commission also pointed to the flood of subscriber complaints that followed the deletion of the NFL network from Time Warner's systems. Here also, we have seen overwhelming displays of disapproval from tens of thousands of irate subscribers that have contacted the Altice Companies by telephone and email to express their anger over

⁸³ Time Warner Recon Order, ¶ 26.

⁸⁴ See, Optimum "Payment, Billing and Service Information" <https://www.optimum.net/pages/support/billBacker.html> (last viewed Jan. 16, 2018).

⁸⁵ Time Warner Recon Order, ¶ 26.

the deletion of the Starz Channels, to demand their reinstatement and/or to request refunds for the deleted services.⁸⁶

IV. REQUEST FOR IMMEDIATE RELIEF

On the basis of the Altice Companies' violations of the Commission's rules, Starz respectfully requests that the Commission order that: (1) the Altice Companies reinstate carriage of the Starz Channels on all Cablevision systems on which they were carried prior to January 1, 2018, on the terms that were then applicable to their carriage; (2) the Altice Companies provide Cablevision subscribers with thirty days' written notice of its decision to discontinue carriage of the Starz Channels, as measured from the later of the date of the Altice Companies' notice to Cablevision subscribers or the date of the Commission's order imposing this relief; and (3) provide responsive service and a level of customer care meeting the standards demanded by the Commission's rules.

⁸⁶ Glennon Declaration, ¶ 11.

V. CONCLUSION

For the reasons stated herein, the Commission should immediately issue an injunctive order granting the relief requested herein.

Respectfully submitted,

Starz Entertainment, LLC

By: /s/ Mike Senkowski

R. Michael Senkowski
Edward “Smitty” Smith
DLA Piper LLP (US)
500 8th Street, NW
Washington, DC 20004
202-799-4000

Counsel to Starz

January 17, 2018

CERTIFICATE OF SERVICE

I, R. Michael Senkowski, hereby certify that on this 17th day of January, 2018, copies of the foregoing Emergency Petition for Injunctive Relief and supporting Declaration of Joe Glennon were served by first-class U.S. mail, postage prepaid, upon:

David Connolly, Esquire
Executive Vice President, General Counsel
Altice USA, Inc.
1 Court Square, 45th Floor
Long Island City, New York 11120

A courtesy copy also was forwarded by FedEx to Mr. Connolly.



R. Michael Senkowski

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Altice USA, Inc.)	MB Docket No. 18 _____
Cablevision Systems Corporation, and)	
CSC Holdings, LLC)	
)	
Emergency Petition for Injunctive)	
Relief)	

DECLARATION OF JOE GLENNON

Joe Glennon states, upon knowledge and information, that:

1. I am the Executive Vice President, Affiliate Distribution, of Starz Entertainment, LLC (“Starz”) and submit this declaration in support of Starz’s Emergency Petition for Injunctive Relief.

2. Starz is a subsidiary of Lions Gate Entertainment Corp. Starz provides premium subscription video programming to multichannel video programming distributors (“MVPDs”) in the United States, including cable operators, satellite television providers, telecommunications companies, and online video providers, and directly to consumers via the Starz App and third party OTT distributors (such as Amazon, Sling TV and DirecTV Now). Starz’s flagship premium service STARZ offers original series and recently-released exclusive premium-window movies and library movies without advertisements. Starz’s other services, STARZENCORE and MOVIEPLEX and the STARZ and STARZENCORE multiplex channels, offer theatrical and independent library movies as well as original and older television series, also without advertisements. Starz’s services at issue include 16 linear networks and corresponding on-demand services. The linear networks air over 1,000 movies per month from premier studio partners and include an expanding line-up of original

programming series, including the highly-rated “Power” and “Outlander” series. Starz’s services are offered by distributors either at a fixed monthly price as part of a programming tier or package or on an a la carte basis, or directly to consumers through the STARZ app at (www.Starz.com and through retail partners, such as the Apple Store) and third-party OTT distributors (such as Amazon, Sling TV, and DirecTV Now), for a monthly fee.

3. Cablevision, a subsidiary of Altice USA, Inc. (“Altice”) has distributed STARZ and STARZENCORE programming for more than two decades. On December 31, 2017, Cablevision's systems distributed the following Starz channels in Cablevision packages:

- Optimum Preferred/Optimum Select included 8 STARZENCORE channels — STARZENCORE East, STARZENCORE West, STARZENCORE Action, STARZENCORE Black, STARZENCORE Classic, STARZENCORE Family, STARZENCORE Westerns, and STARZENCORE Suspense;
- Optimum Silver included the 8 STARZENCORE channels and 7 STARZ channels — STARZ East, STARZ West, STARZ Kids & Family, STARZ Edge, STARZ in Black, STARZ Comedy, and STARZ Cinema;
- Optimum Gold included the 8 STARZENCORE channels and 7 STARZ channels;¹ and
- Optimum Premier included the 8 STARZENCORE channels and 7 STARZ channels.

Cablevision also provided Starz’s programming services to subscribers on an a la carte basis.

4. CSC Holdings, LLC (“CSC”), another subsidiary of Altice, was the Altice party to the agreement with Starz for Starz’s services.

5. Starz’s agreement with CSC was to expire at midnight on December 31, 2017.

Consequently, Starz submitted a written renewal proposal to Altice on September 20, 2017.

Altice did not respond until November 28, 2017, and its counterproposal would have changed the

¹ Some Cablevision systems, such as its Norwalk, Connecticut systems, also distributed MOVIEPLEX in the Optimum Gold package. Not all Cablevision systems distributed precisely the same Starz linear programming services. Certain systems also distributed the STARZ On Demand and STARZENCORE On Demand services.

contractual relationship between CSC/Altice and Starz, drastically and adversely to Starz. Starz responded to that counterproposal on December 4, 2017, and Altice finally exchanged a number of proposals over the next few weeks.

6. At a meeting on December 20, 2017, John Huncke, Senior Vice President, Affiliate Distribution, of Starz, asked Bradley Fleisher, Senior Vice President Programming at Altice, whether to extend the agreement to enable continuing negotiations. Mr. Fleisher replied that there would not be an extension without a path forward. During a telephone call on December 23, 2017, I proposed that the existing agreement be extended on a short-term basis while the parties continued to negotiate the renewal. Michael Schreiber, Chief Content Officer of Altice, replied that Altice would agree to an extension only if Starz provided all of its programming services for free. I explained that Starz was willing to extend the agreement but could not do so without charge. No further conversations between Starz and Altice occurred with respect to a short extension. Starz continued to negotiate with Altice regarding renewal of the agreement throughout the day on December 31, 2017. Starz did not, and has not, de-authorized Altice's receipt of Starz's satellite-delivered signals.

7. At midnight on January 1, 2018, all Cablevision systems deleted all 16 STARZ, STARZENCORE, and MOVIEPLEX channels that it distributed.

8. Attached as Exhibit 1 is an excerpt from an Optimum bill for the billing period 12/23/17-1/22/18 in which Cablevision disclosed the deletion of certain channels in late December of 2017, but did not disclose the possible deletion of any STARZ, STARZENCORE, or MOVIEPLEX channels.

9. Starz personnel had been monitoring publications, the Altice website, and the STARZ, STARZENCORE, and MOVIEPLEX channels themselves for any prior disclosure by

Altice and Cablevision of the deletion of the STARZ, STARZENCORE, and MOVIEPLEX channels. They could not find any such disclosure.

10. Within hours of the deletion, Altice unveiled a website purporting to explain the reasons for Cablevision's deletion and replacement of the STARZENCORE channels with the Cowboy Channel, Hallmark Drama, MGM HD, and Sony Movie Channel from different genres and the STARZ channels with Flix.

11. Starz understands that tens of thousands of irate subscribers have contacted Cablevision by telephone and email to express their anger over the deletion of the STARZ, STARZENCORE, and MOVIEPLEX channels, to demand their reinstatement and/or to request refunds for the deleted services. Callers have experienced: (1) unanswered and dropped calls; (2) excessive wait times; (3) unavailability of live customer service assistance; (4) transfers to recorded messages followed by call disconnection; and (5) unreturned messages.

12. For example, callers who selected the option for customers calling about STARZ were connected to a recording and disconnected after the conclusion of the recording. Callers who selected "billing" again received a recording and were disconnected at its conclusion. Callers who selected "add services" had wait times from 16 to 40 minutes. Other callers who selected "upgrades" were informed that Cablevision could not take their call and were then disconnected. All calls forwarded by Starz to Cablevision are routed directly to a recording and then disconnected without any opportunity to speak with a live customer service representative. One caller who called Cablevision without disclosing her purpose in calling eventually spoke with a live person after a 30 minute wait time and was informed that STARZ "will be back on in a few days" – "the most would be 15."

13. Annexed as Exhibit 2 are a screenshot of the statement by Cablevision on the deleted STARZ and STARZENCORE channels and the explanation for their deletion by Cablevision at optimum.net/starz.

14. Viewing data from Nielsen for 2017 reported that, among Cablevision homes, more than 1 in 8 watched STARZ/STARZ ENCORE more than any other cable or broadcast network in 2017, averaging more than 76 minutes of viewing STARZ/STARZ ENCORE every day. Based upon our research, none of the replacement services, which have limited national distribution, includes recent box office hits. To the extent that the replacement services offer movies, all appear to feature dated library titles and other programming. According to SNL Kagan estimates of programming expenditures in 2018, the combined programming expense for the Cowboy Channel, MGM HD, and Sony Movie Channel is less than 13% of Starz's projected 2018 programming expenses.²

15. The month of January is a highly competitive month for television viewership, during which subscribers establish viewing patterns for a season. As such, January is a critical time for business and serves to establish viewing patterns among subscribers that might otherwise shift to programming on other networks.

16. On Sunday, January 21st, 2018, Starz is premiering a new original show, *Counterpart*, starring Oscar winning actor J.K. Simmons. Starz has invested substantial amounts of capital and resources promoting this new series, particularly in the New York metropolitan area served by the Cablevision systems, with high anticipated viewership among its subscribers. Starz uses premier original series such as *Counterpart* as anchor programming in order to attract viewers that might be interested in other programming. Starz also uses its premier original shows,

² Because Hallmark Drama is a newly-launched linear service, SNL Kagan did not provide an estimate of its programming expenses for 2018.

such as *Counterpart*, *Power*, and *Outlander* to drive customer acquisition, revenue, and maintain its competitive position in the marketplace. These shows provide critical growth engines to Starz's business and their sudden deletion in a major market such as the New York metropolitan area could damage the Starz brand. Continued disruption could substantially harm Starz's business in unquantifiable ways.

17. To date, Starz has forwarded over 49,000 calls, and nearly 8,300 emails that it has received regarding the carriage of STARZ, STARZENCORE, and MOVIEPLEX to Cablevision.

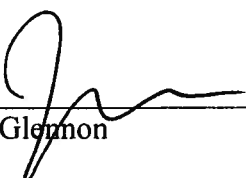
18. On Tuesday, January 9, 2017, Starz filed a Freedom of Information Law ("FOIL") request with the New York City Department of Information Technology and Telecommunications ("DOITT") inquiring as to any communications received by DOITT from Altice or Cablevision regarding the removal of STARZ. This search produced two documents announcing the deletions, an undated press release, and an email dated January 1, 2018 referencing the deletions. Neither establish that notice was timely given to DOITT. To the best of our knowledge, Altice did not provide thirty days written notice of the intended service change to local franchising authorities, including DOITT.

19. Attached as Exhibit 3 is an email dated January 1, 2018 received pursuant to our DOITT FOIL request referencing Altice's decision to delete the Starz channels.

20. Attached as Exhibit 4 is an undated Altice statement referencing Altice's decision to delete the Starz channels.

I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge and information.

Dated January 17, 2018



Joe Glennon

Exhibit 1

Optimum Updates

As of December 27, TAG Games (channel 610) will no longer be available as it has been discontinued by the vendor.

Under New York State law, if you downgrade or disconnect your cable service within 30 days of this notice as a result of the changes described in this notice, no charge associated with the downgrade or disconnection will be applied to your account. You will also be entitled to a refund of any pre-paid service charges, or connection, upgrade or other one-time charges you may have incurred in connection with your service during the six months prior to this change.

As of December 31, 2017, The Chiller Network will no longer be available.

Under New York State law, if you downgrade or disconnect your cable service within 30 days of this notice as a result of the changes described in this notice, no charge associated with the downgrade or disconnection will be applied to your account. You will also be entitled to a refund of any pre-paid service charges, or connection, upgrade or other one-time charges you may have incurred in connection with your service during the six months prior to this change.

As of January 18, Spike TV, channel 41 (Cable card channel 741) will be known as Paramount Network.

News 12 Varsity is home to the best of high school sports. Catch hundreds of live-streaming games, top analysis and highlights to keep up with all of the excitement. Watch News 12 Varsity on Channel 614, News12Varsity.com or on the News 12 Varsity app.

Tackle your to-do list with the ultimate get-it-done channel. Discover an easy, entertaining way to learn all about your Optimum services. From tips and shortcuts to movies and show guides, Channel 14 has it all.

When it comes to Optimum and your services, Explore Optimum helps you find what you're looking for faster. Catch the latest helpful tips, tools and instructional videos to make the most out of your Optimum services. Check it out for yourself, just tune to Channel 900 today.

Move without missing a beat. You're a valued customer and we're committed to making your move simple and stress free. Call for our exclusive movers offer that includes free installation, Multi-Room DVR and Showtime. Call 866.218.2013.

Optimum Information

FCC Community ID numbers are: Babylon - NY0423, Hempstead Town - NY 0454, North Hempstead - NY0453, Westbury - NY0703.

Optimum Voice subscriber fee information: 10% of the Optimum Voice fee is attributable to Optimum Voice homepage (voice-capable email and website) and 23% of the fee is attributable to the other calling features. For purposes of calculating the NY sales tax, 25.8% of the fee is attributable to interstate/international service. For NY tax purposes the bundled discount is allocated 47.0% to TV, 33.5% to internet and 19.5% to phone. The NY excise taxes are comprised of the 186-e and 184 taxes and MTA surcharges. The Federal Universal Service Fund Charge is not a mandated fee, but Altice is permitted by law to recover Universal Service Fund costs from its subscribers.

Optimum Stores/Payment Locations

You may pay your bill at optimum.net or at any of our Optimum Stores. For store hours by location go to optimum.net/stores.

Optimum Store Near You:

595 S. Broadway, Hicksville, NY 11801

Mail your payment to: PO Box 9256, Chelsea MA 02150-9256

To make changes to your account or pick up new equipment, you need to be an authorized user. This means that your name must be listed on the account, and to ensure account security, you will need to present a photo ID.

To find other locations where you can make a payment, contact any of the following:

Softgate Systems payxchange.net

Western Union 1-800-354-0005, option 5 or westernunion.com

Checkfree Pay 1-855-578-6415 or checkfreepay.com

Please return this section with your payment. Be sure the address below is in the return envelope window.

Exhibit 2

Starz and StarzEncore programming
is no longer available on Optimum's
TV lineup.

For additional information on new content
and more, please visit optimum.net/starz

optimum.
a brand of altice



Starz

Optimum is focused on providing our customers with the best content experience possible. We are constantly evaluating which channels best meet the needs and preferences of our customers relative to the cost of the programming imposed by the content owners. As a result, we believe it is in the best interest of all our customers to replace Starz and StarzEncore with several new and exciting channels* for your enjoyment.

If you wish to continue to watch Starz and StarzEncore, you can purchase it directly through Starz at **www.starz.com**, by calling 855-247-9175 or emailing **help@starz.com**. Additionally, you can watch Starz through Hulu, which offers past seasons of select shows.

New channels now available on Optimum:



Hallmark Drama

Hallmark Drama is a brand new channel in the U.S., featuring iconic dramas, original movies, series, and timeless favorites that create emotional connections through powerful and gripping stories that remain true to the Hallmark brand values.

Available on channel 189



MGM HD

A thoughtfully curated movie network showcasing the legendary MGM film library. From blockbusters to classics, viewers can experience the full scope of this incredible body of work.

Available on channel 395



Cowboy Channel

The Cowboy Channel focuses on the western lifestyle featuring western sports, fashion, with extensive coverage of major rodeos and equine competitions.

Available on channel 157**Sony Movie Channel**

Offering a highly curated collection, on-air and on demand, Sony Movie Channel brings viewers a high-energy unapologetically entertaining movie experience.

Available on channel 396

For additional changes to your lineup, select your package below.:

Optimum Preferred
Optimum Select
Optimum Silver
Optimum Premier

If you are currently paying for Starz a la carte, you will no longer be billed for the service as of 1/1/18. You will also receive a partial credit for any pre-paid service.

For CableCARD customers, Hallmark Drama can be found on Ch. 783 and Sony Movie Channel can be found on Ch. 839.

*Channel availability depends on package and area.

Need Help? No Problem.



Frequently Asked Questions

Programming My Remote Control •
Optimum Hotspots • Online Bill Pay

Find Another Solution →

Contact Us

 **Live chat now**

 **Email us**

 **@OptimumHelp**

Optimum Stores

[GoToAssist](#) [Service Terms & Info](#) [Copyright Policy](#)

[Privacy Notice](#) [Report Abuse](#) [Accessibility](#)

[Storm Preparedness](#) [Legal Compliance](#)

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Exhibit 3

From: Julie Greenberg [mailto:julie@kasirer.nyc]
Sent: Monday, January 01, 2018 9:38 AM
To: Shor, Stanley <SShor@doitt.nyc.gov>
Cc: Jason Goldman <jason@kasirer.nyc>; Suri Kasirer <suri@kasirer.nyc>
Subject: Update- Programming Dispute

We want to make sure you saw the statement below from altice and the press release that follows underneath. Happy new year.

I am writing to advise that unfortunately the video content provider Starz has pulled its programming from Optimum customers despite Altice's numerous offers to carry Starz as a part of cable tiers and as an a la carte service. Starz continued to demand excessive increases that would have resulted in the vast majority of customers paying for the programming even as viewership continues to decline. However, all Optimum customers can access the Starz programming by purchasing Starz' direct to consumer streaming product over the Internet. Furthermore, Optimum is providing additional content to the packages for customers who had received the Starz content.

We are notifying customers via email, on-screen messaging, bill messages and a dedicated website.

Exhibit 4

Altice USA Statement on Starz Negotiations

Optimum and Suddenlink Customers Can Subscribe to Starz OTT Service at Starz.com

As of midnight December 31, 2017, Altice USA will no longer carry Starz or StarzEncore programming directly. Despite numerous attempts by Altice USA to reach a deal with Starz for continued carriage in video packages and a la carte carriage, Starz refused all offers, including an offer to extend our current arrangement.

Altice USA provided the following comment:

"We are focused on providing the best content experience for our customers and continually evaluate which channels meet their needs and preferences relative to the cost of the programming imposed by content owners. Given that Starz is available to all consumers directly through Starz' own over-the-top streaming service, we don't believe it makes sense to charge all of our customers for Starz programming, particularly when their viewership is declining and the majority of our customers don't watch Starz. We believe it is in the best interest of all our customers to replace Starz and StarzEncore programming with alternative entertainment channels that will provide a robust content experience at a great value."

Starz is available to all consumers directly through Starz' own OTT streaming service, and any broadband customer who wants to watch Starz programming can continue to do so by subscribing. For more information, customers can visit Optimum.net/starz

No Optimum or Suddenlink consumer will lose access to Starz since they can subscribe directly with Starz for the service but we are also providing replacement content and programming options for our customers:

- We are launching replacement channels for customers who previously received Starz / StarzEncore as part of a video package. Channels include Hallmark Drama, Sony Movies, MGM HD, HD Net Movies, Flix, and Cowboy Channel. Certain customers will also receive a complimentary subscription to TMC.
- Customers who previously purchased Starz a la carte will have the option to receive another Premium service or they can purchase the Starz OTT service directly through Starz (for less than what we would be able to charge if we agreed to their terms and demands).

Background Details on Negotiations:

Since our last contract renewal, Starz began offering a direct to consumer streaming service for \$8.99 per month. Given that Starz is available direct to consumer through their subscription service, we have been actively negotiating to reach a deal that makes sense for all our customers, and made numerous offers of increasing value and partnership structures.

Starz wanted an all or nothing-type deal and their insistence on terms would force us to charge customers more than what the Starz OTT product costs — that would not make sense for our customers. Given the limited viewership of Starz amongst our customer base and that consumers can get Starz directly, we believe this approach is in the best interest of all of our customers who otherwise would have seen an impact on prices due to Starz' demands.

We have simply been seeking to do what Starz itself is doing: support a Starz a la carte product, whether through our sales channels or through their OTT service.

We have reached more than two dozen agreements over the last few months that reflect the company's commitment to both negotiate fairly and keep costs down for customers. In addition to offers to maintain packaged distribution, we proposed extending our a la carte deal in Suddenlink to include Optimum and Starz refused - this despite the fact that Starz has a la carte only deals with other distributors. We also offered to help sell the Starz OTT service to our broadband customers and they refused. We also offered to extend our current agreements.



Emergency Petition for Injunctive Relief

Emergency Restoration of Service for
Over 1 Million Customers

January 17, 2018

Reasons for Meeting

SWIFT FCC ACTION IS NEEDED TO RESTORE SERVICE TO CUSTOMERS

Starz has provided premium content to Cablevision customers for **over two decades**

January is a key month for Starz's business, with a new original show, "Counterpart", premiering this Sunday, January 21st

Among Altice/Cablevision homes, STARZ has a large and loyal following

- **More than 1 in 8** watched STARZ/STARZENCORE more than any other cable or broadcast network in 2017, averaging **more than 76 minutes of viewing STARZ/STARZ ENCORE every day**

On January 1st, Altice/Cablevision cut off STARZ service to **over 1 million customers in the New York metropolitan area.**

Customers have filed approximately 42,000 complaints to date

Starz requests emergency injunctive relief in filing today

About Starz

Top Premium Channel with World-Class Content

- One of the largest filmed entertainment libraries in the world, via Starz and Lionsgate content.
- Theatrical and independent movies.
- Annual investment of \$1.8 billion in new television and motion picture content.
- No. 2 and No. 4 top drama in premium television.
 - Starz programming is very popular with African American and LGBTQ viewers
 - Power is number 1 show among American Americans on premium television and number 2 in African American households served by Altice's footprint.
 - Outlander has high ratings among female viewers as 2017's #2 scripted series behind HBO's Game of Thrones

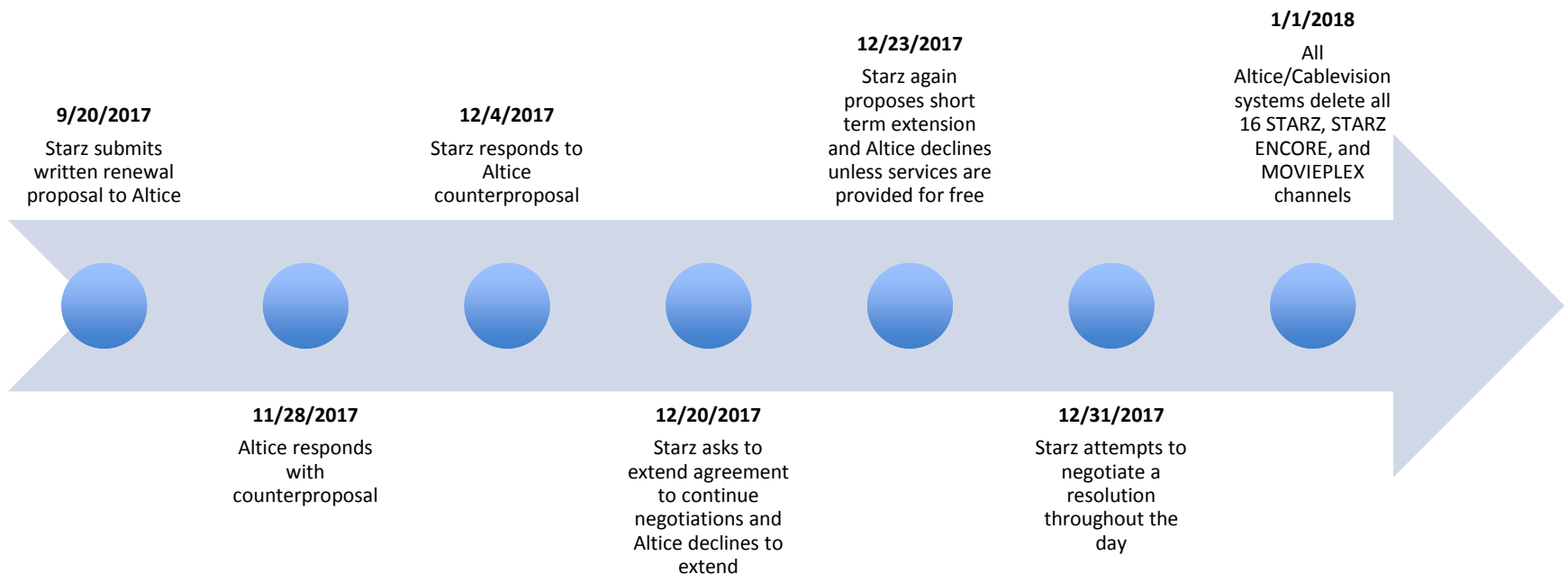


The Starz Suite of Channels

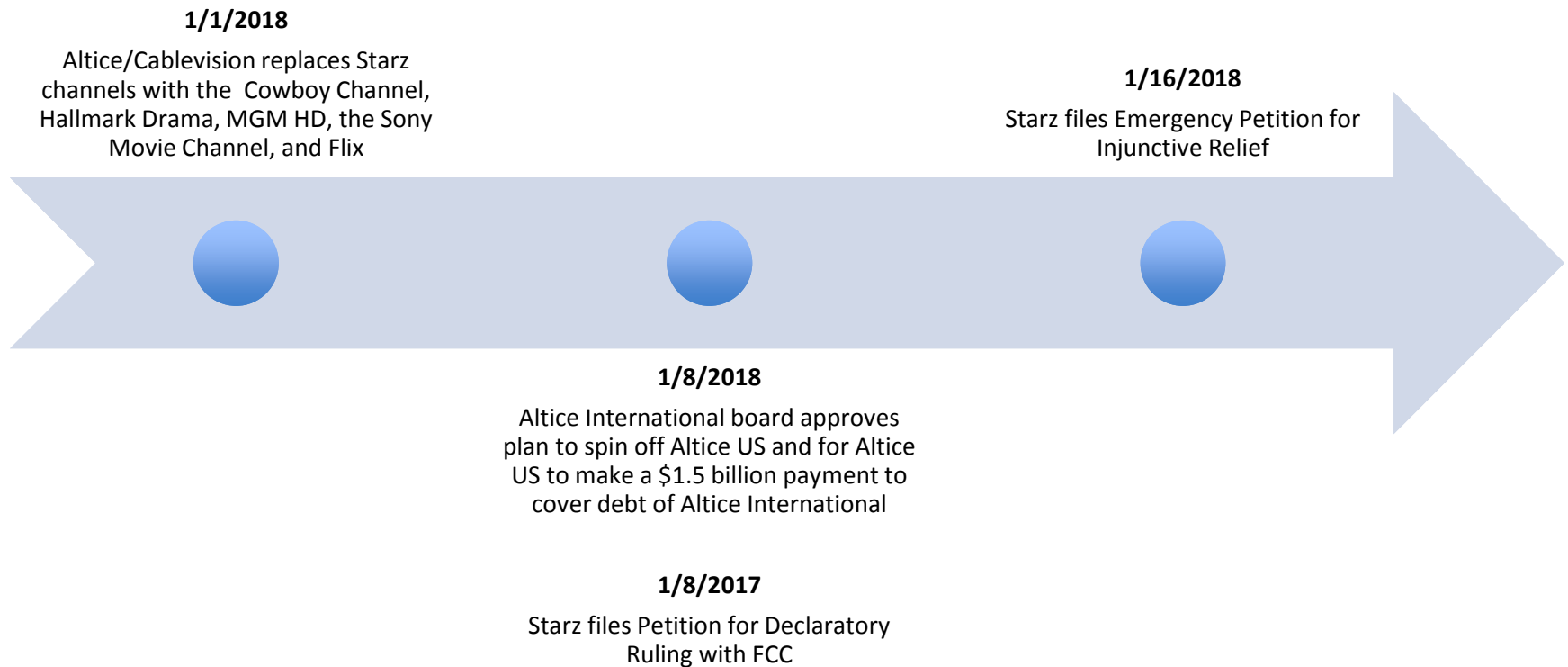
16 premium channels offering a diverse range of entertainment options for all audiences

- MOVIEPLEX
- STARZ East
- STARZ West
- STARZ Kids & Family
- STARZ Edge
- STARZ in Black
- STARZ Comedy
- STARZ Cinema
- STARZ ENCORE East
- STARZ ENCORE West
- STARZ ENCORE Action
- STARZ ENCORE Black
- STARZ ENCORE Classic
- STARZ ENCORE Family
- STARZ ENCORE Westerns
- STARZ ENCORE Suspense

Timeline of Key Events Pre-Deletion



Timeline of Key Events Post-Deletion



The FCC's Rules

The FCC's rules require that cable operators provide customers and local authorities with prior notice of service changes and meet standards for customer care and responsiveness.

- **Rule 76.1603(b)** – Customers will be notified of any changes in rates, programming services or channel positions **as soon as possible** in writing. Notice must be given to subscribers a **minimum of thirty (30) days** in advance of such changes if the change is within the control of the cable operator...
- **Rule 76.1603(c)** – In addition to the requirement of paragraph (b) of this section regarding advance notification to customers of any changes in rates, programming services or channel positions, cable systems shall give **30 days written notice to both subscribers and local franchising authorities** before implementing any rate or service change.
- **Rule 76.309(c)(1)** – The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week...

These rules are designed to protect customers by allowing them to voice their concerns and make alternative viewing arrangements, if necessary.

Test for Emergency Injunctive Relief

Commission applies a four-pronged test to determine whether to order injunctive relief and considers:

1. The likelihood that the requesting party will succeed on the merits;
2. The threat of irreparable harm to the requesting party in the absence of the requested expedited, preliminary relief;
3. The degree of injury to other parties if the expedited relief is granted; and
4. The extent to which issuance of the order will further the public interest.

Injunctive Relief is Warranted

The four-pronged test is met here:

1. Starz is very likely to succeed on the merits of this case based upon the facts alleged in the Petition
2. Starz and consumers require the prescribed thirty days prior notice, and are at risk of irreparable harm if an expedited injunction is not granted
 - Consumers lose access to favorite programming without the ability to make alternative arrangements, particularly minority communities who comprise a major share of STARZ customers
 - Consumers are continuing to pay for programming they don't receive
 - STARZ loses key January audiences for its programming, which establish viewing patterns for months to come
 - STARZ sustains significant brand damage when its programming is not available (and loses viewership) in a major market like New York

Injunctive Relief is Warranted (cont'd)

3. The Altice Companies will not suffer significant harm if the injunction is granted
 - FCC has previously found temporary carriage not to cause harm to the cable operator
 - Here, Altice/Cablevision continue to be compensated by customers at rates identical to when the programming was available
 - License fees for the thirty day period can be deposited in an escrow account and repaid to Altice/Cablevision if the FCC or a court concludes no rule violations occurred.
4. Granting an emergency injunction furthers the Public Interest
 - Injunctive relief protects the important interests of consumers
 - The public interest is harmed where consumers are denied receipt of programming that they expect and for which they have paid

Injunctive Relief Requested

Expedited injunctive relief requested: Order the Altice Companies to:

1. Reinstate carriage of the Starz Channels on all Cablevision systems on which they were carried prior to January 1, 2018, on the terms that were then applicable to their carriage;
2. Provide subscribers with thirty days' written notice of its decision to discontinue carriage of the Starz Channels, as measured from the later of the date of the Altice Companies' notice to Cablevision subscribers or the date of the Commission's order imposing this relief; and
3. Provide responsive service and a level of customer care meeting the standards demanded by the Commission's rules.

Informational Appendix:

About Starz



- Starz is an American-based leading integrated global media and entertainment company, headquartered in Englewood, CO. Starz is a subsidiary of Lions Gate Entertainment Corp. (dba Lionsgate) and provides premium subscription video programming on domestic U.S. pay television networks (Starz Networks) and global content distribution (Starz Distribution), www.starz.com. The Starz Networks operating unit is home to the flagship STARZ brand with 23.6 million subscribers in the United States as of December 31, 2015, with the STARZ ENCORE SM network at 32.2 million subscribers.
- STARZ is sold through U.S. multichannel video distributors, including cable operators, satellite television providers, telecommunications companies, and other online and digital platforms. Starz offers subscribers more than 5,000 distinct premium television episodes and feature films every year and up to 1,500 every month, including STARZ Original series, first-run movies and other popular movie and television programming.
- Starz has the #2 most-subscribed premium pay TV service in the U.S.
- Starz provides premium subscription video programming to American viewers on numerous platforms
 - Cable
 - Satellite
 - Telecommunications Carriers
 - Online Video
 - OTT