Agenda Date: 9/9/26
Agenda Item: 4A

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

OFFICE OF CABLE TELEVISION AND TELECOMMUNICATIONS

IN THE MATTER OF THE ALLEGED FAILURE OF ALTICE USA, INC. TO COMPLY WITH CERTAIN PROVISIONS OF THE NEW JERSEY CABLE TELEVISION ACT, N.J.S.A. 48:5A-1 ET SEQ. AND THE NEW JERSEY ADMINISTRATIVE CODE, N.J.A.C. 14:18-1.1 ET SEQ.	ORDER APPROVING STIPULATION OF SETTLEMENT DOCKET NO. CS18121288

Parties of Record:

Christopher B. Ortiz, Esq., Senior Counsel, Government Affairs, Optimum Communications, Inc.
Brian O. Lipman, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

On July 24, 2024, the New Jersey Board of Public Utilities ("BPU" or "Board") issued an Order[1] reinstating the Board's November 13, 2019, Cease and Desist Order[2] issued against Cablevision Systems Corporation ("Cablevision" or "Optimum") for its failure to prorate bills of customers that disconnected before the conclusion of a billing cycle in violation of N.J.A.C. 14:18-3.8. By this Order, the Board considers a stipulation of settlement ("Stipulation") executed by Optimum Communications, Inc. (formerly Altice USA, Inc.) ("Optimum" or "Company") the parent company of Cablevision, the New Jersey Division of Rate Counsel ("Rate Counsel"), and Board Staff ("Staff") (collectively, "Parties") that disposes of all issues in controversy in this matter.

BACKGROUND & PROCEDURAL HISTORY

Optimum formerly Altice USA, Inc. ("Altice"), owns and operates numerous cable television systems, as defined at N.J.S.A. 48:5A-3(d), in New Jersey, pursuant to applicable State and federal law, and such cable systems provide cable television services to customers in the State

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[1] In re the Alleged Failure of Altice USA, Inc. to Comply with Certain Provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq., and the New Jersey Administrative Code, N.J.A.C. 14:18-1 et seq. BPU Docket No. CS18121288, Order dated July 24, 2024.

[2] In re the Alleged Failure of Altice USA, Inc. to Comply with Certain Provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq., and the New Jersey Administrative Code, N.J.A.C. 14:18-1 et seq. BPU Docket No. CS18121288, Order dated November 13, 2019 ("Cease and Desist Order").

of New Jersey. Optimum is subject to the jurisdiction of the Board and the Office of Cable Television and Telecommunications ("OCTV&T") within the Board, pursuant to the provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 to 64, and the New Jersey Administrative Code, N.J.A.C. 14:17-1.1 to 11.4, and N.J.A.C. 14:18-1.1 to 16.8.

The Board has been granted general power, authority and jurisdiction to receive or initiate complaints of the alleged violation of any provisions of N.J.S.A. 48:5A-1 to 64 or of any of the rules and regulations made pursuant thereto or the terms and conditions of any municipal consent or franchise granted pursuant thereto. Additionally, the Board, pursuant to N.J.S.A. 48:5A-9, is vested with the authority to supervise and regulate every cable television company operating within this State and its property, property rights, equipment, facilities, contracts, certificates, and franchises and to do all things necessary or convenient in the exercise of such power and authority.

In October 2016, Optimum issued a bill notice to customers indicating they would no longer prorate customer bills as required pursuant to N.J.A.C. 14:18-3.8. Staff notified Optimum that its actions were inconsistent with the Board rules. Following the change in Company policy in October 2016, Staff received more than 100 inquiries/complaints from customers regarding charges incurred for services no longer rendered after termination.

On December 18, 2018, the Board issued an Order to Show Cause[3] against Optimum seeking a response as to why its failure to prorate customer bills should not immediately be discontinued, and why the Board should not find Optimum's actions for failure to properly prorate customer bills from the period of October 2016 onward to constitute a violation of the Board's Rule Relief Order,[4] and the Board's Merger Order,[5] and why the Board should not issue a penalty for Optimum's failure to comply with the Rule Relief Order and the Merger Order and issue refunds[6] to all customers that have been impacted by Optimum's failure to properly prorate customer bills.

On November 13, 2019 the Board issued the Cease and Desist Order, which concluded that Optimum had violated applicable statutes and must cease and desist so doing and ordered, among other things, an audit, refunds and a contribution to Optimum's low-income internet access program.

The Cease and Desist Order required Altice to:

(1) immediately Cease and Desist from its failure to comply with existing rules that require Altice to prorate monthly bills upon inception and termination of service;

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[3] In re the Alleged Failure of Altice USA, Inc. to Comply with Certain Provisions of the New Jersey Cable Television Act. N.J.S.A. 48:5A-1 et seq. and the New Jersey Administrative Code. N.J.A.C. 14: 18-1.1 et seq., BPU Docket No. CS18121288, Order dated December 18, 2018 ("Order to Show Cause").

[4] In re the Petition of Cablevision Systems Corporation for Relief Pursuant to N.J.A.C. 14:18-16.7, BPU Docket No. CO11050279, (Order dated September 22, 2011) ("Rule Relief Order")/

[5] In re the Verified Joint Petition of Altice N.V. and Cablevision Systems Corporation and Cablevision Cable Entities for Approval to Transfer Control of Cablevision Cable Entities, BPU Docket No. CM15111255, Order dated May 25, 2016 ("Merger Order'").

[6] The Board is authorized to order refunds to subscribers for overcharges, such as here where the Company has charged customers for service they did not receive. See 47 C. F. R. § 76.942(a).

(2) within sixty (60) days of the Cease and Desist Order, issue refunds to each customer affected by the Company's failure to prorate charges for partial billing cycles upon inception and/or termination of service from the time the Company discontinued prorated billing in 2016;
(3) remit a one (1)-time non-recoverable contribution totaling $10,000 toward the Altice Advantage Internet program to provide low cost internet service to New Jersey customers who are eligible for or participate in the National School Lunch Program ("NSLP"); or eligible for or receive Supplemental Security Income ("SSI") and are sixty-five (65) years of age or older; or a veteran and receives State or federal public assistance (Altice was required to submit a certification within thirty (30) days of the Cease and Desist Order to demonstrate the accounting of the contribution);
(4) conduct an audit of its customer billing records from the date the Company ceased proration of customer bills for initiation and termination of service, in October 2016, and to report to the Board the names and account numbers of all customers who were improperly billed and the amount each customer was improperly billed due to the Company's failure to prorate, within thirty (30) days of the effective date of the Cease and Desist Order; and
(5) within thirty (30) days of the completion of Staff's review of the audit submitted, refund the overage amount to each customer and provide proof of such refunds to the Board and Rate Counsel, by way of certification attaching a sample bill showing either a credit toward a future bill, in the case of an existing customer, or a check to a former customer in the total amount of the appropriate refund.

Thereafter, on November 26, 2019 Optimum filed an appeal of the Board's Cease and Desist Order in the Superior Court of New Jersey Appellate Division ("Appellate Division"). That same day, Altice filed a Motion for a Stay of the Cease and Desist Order with the Board.

On December 13, 2019, Optimum sought an Order to Show Cause, a preliminary injunction, and a temporary restraining order to prevent the Board from enforcing the Cease and Desist Order in the U.S. District Court in the District of New Jersey.

The Board denied the Motion for a Stay by Order dated December 20, 2019.[7]

Subsequently, following issuance of the Order to Show Cause and the Cease and Desist Order in 2019, Optimum initiated the above referenced series of appeals challenging the Board's regulation "requiring cable companies to refund or not charge customers who cancel cable service before the end of a billing cycle for service after the date of cancellation."[8] At the conclusion of several rounds of litigation, on April 3, 2023, the Supreme Court issued its decision which upheld the Board's regulation, finding that "Section 543(a)(1) of the Cable Act does not preempt the proration requirement in N.J.A.C. 14:18-3.8. The regulation does not 'regulate rates for the provision of cable service,' but rather prevents cable companies from charging for cable service that customers have cancelled."[9] The Supreme Court reinstated the BPU's Cease and Desist Order and remanded to the Appellate Division the issue of whether or not the BPU failed to

[7] In re the Alleged Failure of Altice USA, Inc. to Comply with Certain Provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq., and the New Jersey Administrative Code, N.J.A.C. 14:18-1 et seq. BPU Docket No. CS18121288, Order dated December 20, 2019.

[8] In re Alleged Failure of Altice USA, Inc., 253 N.J. 406, 410.

[9] Id. at 411.

properly adhere to procedures in its enforcement action.[10] On June 30, 2023, the Appellate Division, on remand from the Supreme Court, held "the BPU followed proper procedures in its enforcement action against Optimum."[11] Therein the Appellate Division found that customer refunds should be calculated as of December 18, 2018, the date of the BPU's Order to Show Cause.[12]

In the Appellate Division's Order on remand, the Court held: "[a]s part of its obligation to protect aggrieved cable television consumers from unfair or destructive practices, the BPU had the statutory authority to pursue the enforcement action despite the passage of more than ninety (90) days after receiving notice of violation and more than the 180-day period for resolving the enforcement matter."[13] As such, following the Appellate Division's holding, the Cease and Desist Order, and all terms contained therein, were reinstated in their entirety.

On July 18, 2024, Optimum filed with the Board a "Notice of Compliance with the BPU 2019 Cease and Desist Order/Further Offer to Benefit Optimum NJ Customers." Therein, Optimum summarized its understanding of the Cease and Desist Order obligations. The Company represented that, following the Supreme Court's ruling, it modified its billing practices, thereby leaving two remaining obligations under the order - refunding improperly billed customers the overage amount and providing a $10,000 payment to support low income broadband in the State.

The Company, in its July 18, 2024 filing, remitted a check in the amount of $10,000 to the State Treasurer for the purpose of supporting broadband in the State. However, the terms of the Cease and Desist Order, required the following:

> Optimum shall remit a one-time non-recoverable contribution totaling $10,000 toward the Optimum Advantage Internet program to provide low cost Internet service to New Jersey customers who are eligible for or participate in the National School Lunch Program; or eligible for or receive Supplemental Security Income and are sixty-five (65) years of age or older; or a veteran and receives State or federal public assistance.

The Case and Desist Order further required that the Company "file a certification within thirty (30) days of the effective date of the order demonstrating the accounting of the $10,000 one-time non-recoverable contribution toward the Optimum Advantage program."

Accordingly, as the $10,000 check submitted was not for the purpose of the Optimum Advantage Program, as directed by the Cease and Desist Order, the $10,000 Check was transmitted back to Optimum, who was instructed to comply with all requirements of the Cease and Desist Order as set forth above.

With respect to the refunds, Optimum expressed in its July 18, 2024 filing that "[m]ethodological limits on available data have challenged strict implementation [of the Cease and Desist Order]."

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[10] Id.

[11] In re the Alleged Failure of Altice USA, Inc. to Comply With Certain Provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1, et. seq., and the New Jersey Administrative Code, N.J.A.C. 14:18-1.1, et. Seq., Docket No. A-1269-19, 2023 N.J. Super. Unpub. LEXIS 1137, *2 (App. Div. June 30, 2023).

[12] Id. at *8, n.4.

[13] In re Altice USA, Inc., 2023 N.J. Super. Unpub. LEXIS 1137, *13.

In sum, the Company indicated that "billing records for that time period generally contain the date that the customer called to terminate cable service, and the last date of his/her billing cycle, but not the date the customer *wanted* to be disconnected." Optimum further stated that its "billing records do not allow a determination of exactly who was 'improperly billed' or by how *much*." Therefore, Optimum proposed an alternative compliance plan in its submission.
Having reviewed Optimum's July 18, 2024 filing, the Board on July 24, 2024, ordered Altice to provide an audit, by an independent consultant, of Optimum's billing records to identify improperly billed customers dating to the December 18, 2018 Cease and Desist Order, and the overages attendant to each customer who falls within that classification.[14] The Board issued the July 24, 2024 Order to ensure that all conditions of the Cease and Desist Order were accounted for, and to adequately evaluate the appropriateness of any other proposal put forward by Optimum.

Specifically, the July 24, 2024, Order directed Optimum to perform the following obligations:

> (1) Within sixty (60) days of [July 31, 2024], conduct an audit of its customer billing records from December 18, 2018, the date of the Board's Order to Show Cause to [July 24, 2024], including the names and account numbers of all customers who were improperly billed and the amount each customer was improperly billed due to the Company's failure to prorate; the audit shall be conducted by an independent consultant that shall be retained by the Company to review the billing records of the Company; the data collected should be submitted in excel spreadsheet format listing the information outlined above and submitted to the Secretary of the Board. Fees for the said services shall be borne by Optimum. In order to ensure timely compliance with the audit requirements, Board approval of the selected consulting firm is not required prior to commencement. The Company shall simultaneously file with the Board a summary of the results of the independent audit, including total number of customers, total refund amount, a breakdown of whether those customers are existing or former customers, as well as a certification verifying the same;
>
> (2) within sixty (60) days of the completion of Board Staff's review of the audit, the completion of which to be determined by Board Staff, refund the overage amount to each customer and provide proof of such refunds to the Board and Rate Counsel, by way of certification, attaching a sample bill showing a credit toward a future bill, in the case of an existing customer; or a refund check was issued to the former Optimum customer and that funds were accepted in the event the consumer is no longer a customer of Optimum;
>
> (3) within thirty (30) days of the effective date of this Order, remit a one-time non-recoverable contribution totaling $10,000 toward the Optimum Advantage Internet program to provide low cost internet service to New Jersey customers who are eligible for or participate in the National School Lunch Program (NSLP); or eligible for or receive Supplemental Security Income (SSI) and are sixty-five (65) years of age or older; or a veteran and receives State or federal public assistance; and
>
> (4) within thirty (30) days of the effective date of this Order, Optimum must file a

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[14] In re the Alleged Failure of Altice USA, Inc. to Comply with Certain Provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq., and the New Jersey Administrative Code, N.J.A.C. 14:18-1 et seq. BPU Docket Number CS18121288, Order dated July 24, 2024 ("July 2024 Order").

certification demonstrating the accounting of the $10,000 one-time non-recoverable contribution toward the Optimum Advantage program.[15]

In an attempt to comply with the requirements of the July Order, Optimum retained Ernst and Young ("EY") as an independent consultant and tasked EY with conducting an audit in satisfaction of (1) above. On September 30, 2024, Optimum submitted a report drafted by EY, which assessed the impact of the Company's billing policies from December 18, 2018 until May 5, 2023. Optimum's submission contained a fifteen (15) page report which failed to provide the names and account numbers of all customers who were improperly billed as a result of the Company's failure to prorate bills. Additionally, Optimum failed to submit the required information in Excel format, as specific by the July Order. Despite the submission failing to adhere to the specific terms of the July Order, the Board considered the September 30, 2024 EY report that was submitted by the Company.

The EY report concluded that Optimum's billing records failed to contain customers' desired disconnection dates and, by extension, did not contain information that would allow a precise calculation of refunds due to improperly billed customers. The report stated that the billing system interface utilized by Optimum customer agents was otherwise not configured with an option to pick any calendar date other than the end of a customer's current billing cycle, or the last day of his or her next billing cycle. As a result, EY determined that Optimum's records and data were insufficient to determine: 1) the exact population of improperly billed customers or customers who were billed for the dates beyond the desired disconnection date; and 2) the specific refund amount due to each of those customers. However, even in the absence of the information, EY utilized a method to predict a population of former Optimum customers that were potentially improperly billed from December 18, 2018 through May 5, 2023. Additionally, EY provided a prediction of the average percentage of monthly service not used for the population of Optimum customers that were improperly billed from December 18, 2018 through May 5, 2023, to estimate an average refund amount. The EY report provided the procedures it utilized to calculate total customers impacted and the average dollar amount per customer impacted by Optimum's improper billing practices from December 18, 2018 through May 5, 2023.

STIPULATION

Following discovery and settlement discussions, the Parties executed the Stipulation, which in relevant part provides for the following:[16]

1. **Eligible Claimants:** Optimum shall offer refunds to each of the former cable subscribers identified by EY for the time period that the Superior Court of the New Jersey Appellate Division designated in its decision of June 2023 ("eligible customers").

2. **Refund Amount:** Optimum shall, following receipt of a subscriber claim, refund $37.00 per eligible customer. The Parties agree that this amount is inclusive of interest from December 18, 2018 through April 30, 2026.

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[15] Id.

[16] Although summarized in this Order, should there be any conflict between this summary and the Stipulation, the detailed terms of the Stipulation are controlling, subject to the findings and conclusions of this Order. Paragraphs are numbered to coincide with the Stipulation.

3. **Term for Submission of Claims:** Optimum shall allow eligible customers 120 days to claim refunds following the date that Optimum provides notice to eligible customers.

4. **Promotion/Outreach:** Optimum shall notify eligible customers using the following forms of notice:

    a. At least two (2) direct notices – an initial notice and follow up – for each eligible customer by electronic mail and, to the extent the Company's customer records do not contain an email address and/or where an email notice is returned as undeliverable, by physical mail to each eligible customers' last known contact information, whether physical address and/or email address;
    b. A scalable, digital media campaign leveraging paid ads that target non-respondents among the eligible customers via online advertising in social media platforms used by Optimum, including – subject to the Company's reasonable discretion including to utilize the platforms most likely to be effective – Google, Facebook, Instagram, X (formerly Twitter), TikTok, YouTube and LinkedIn;
    c. At least one (1) Optimum social media post regarding the refund offer on each social media platform used by Optimum, including Facebook, Instagram, X (formerly Twitter), and LinkedIn; and
    d. Notice shall also be posted in each of Optimum's local offices/Optimum stores located in New Jersey, providing instructions in English and Spanish as to how eligible customers may submit a claim.
    e. The costs for administering the refunds will be borne by Optimum.

5. Optimum shall provide a monthly report to the Board and the Rate Counsel for the period covering the 120-day notice for the refund program described in Paragraphs 1-4 of the Stipulation containing the following data:

    a. Number of customers contacted via direct mail (USPS) and email;
    b. Number of customers contacted via social media platform;
    c. Number of customers that submitted request for claim;
    d. Number of customers that received refund; and
    e. Total amount of refunds distributed.
    f. Optimum may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1.

6. **Additional Customer Benefits:** In addition to the refunds described in the Stipulation, Optimum shall commit to offer a low-cost broadband product in New Jersey for the next four (4) years, a proactive step that strengthens the state's leadership in advancing digital equity. Key elements include:

    a. Optimum shall offer a $15/month Optimum Advantage Internet ("OAI") product for at least four (4) years following the Board's approval of the Stipulation. Optimum shall maintain at least 100 Mbps download speeds consistent with the FCC benchmark, and this service shall remain available across the Optimum New Jersey footprint throughout the proposed four (4)-year term. This product shall be available to any new or existing New Jersey customer that needs affordable broadband with no eligibility verification required – removing barriers to access and ensuring simplicity for residents. Installation fees shall be waived for new OAI subscribers, and such subscribers shall not be subject to any mandatory autopay or paperless billing requirements.

b. Optimum must invest $2.5 million in monetary and/or in-kind expenditures over the four (4) year term to promote adoption of its affordable broadband products. This investment must support the marketing of OAI and other low-cost connectivity products. The form of this investment is within the Company's reasonable discretion and could include outreach and direct marketing, public awareness campaigns, partnerships with community organizations serving targeted populations, and/or other activities to promote broadband adoption by low-income New Jersey residential households.
c. Optimum shall file quarterly reports regarding these marketing efforts to the Board and Rate Counsel over the course of the four (4)-year term, including the number of New Jersey households enrolled in OAI, a summary of the investments made pursuant to the Stipulation, and certification of the amount expended pursuant thereto over the preceding quarter and cumulatively since commencement of the four (4) year term. Optimum may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1.
d. To advance the State's interest in providing low-cost connectivity to New Jersey households, Optimum shall offer six (6) months of free Optimum Advantage Internet (OAI) service to all New Jersey OAI subscribers. Such free OAI service shall be implemented as monthly billing credits in two (2) separate annual cycles – on January 1, 2027, Optimum will identify all New Jersey subscribers currently enrolled in OAI and thereafter provide three (3) successive monthly billing credits on OAI customers' February, March, and April 2027 billing statements, or as soon thereafter as possible; on January 1, 2028, Optimum will identify all New Jersey subscribers currently enrolled in OAI and thereafter provide three (3) successive monthly billing credits on OAI customers' February, March, and April 2028 billing statements, or as soon thereafter as possible. Such free OAI service shall conform to the characteristics set forth in Section 6(a) and be inclusive of taxes, fees, and equipment charges. Optimum shall otherwise have reasonable discretion as to the structure, timing, and administration of such free service, including conditioning the application of credits on a customer's continued enrollment.
e. Following the disbursement of the billing credits for each annual period described in (d) above, Optimum shall provide a report to the Board and the Division of Rate Counsel detailing the total number of subscribers that received the credit, and the total amount of credits issued. Optimum may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1.

7. For one (1) year from the effective date of the Stipulation, Optimum shall file monthly reports with the Board and Rate Counsel providing:
   a. The number of requests for cancellation of service received via phone, online and in-person;
   b. Including the date of the cancellation request and when the cancellation took effect; and
   c. The amount prorated on the customer bill, if eligible.
   d. Optimum may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1.

8. For four (4) years following the effective date of the Stipulation, Optimum shall, at least annually and in a manner consistent with applicable employment law, conduct a training of all agents, including local office agents, handling disconnection requests from Optimum cable television subscribers in New Jersey to reinforce the requirement that charges for Optimum cable television subscriptions be prorated to the earlier of the subscriber's

requested disconnection date, as communicated to the agent, or the date such subscriber returns his or her Optimum set top box or other Optimum-provided customer premises equipment used to access the Optimum cable television package.

9. The term of the Stipulation and the commitments expressed is for four (4) years from the effective date of the Board's Order; and

10. Upon Altice's completion of its commitments pursuant to the Stipulation, Optimum's remaining obligations pursuant to the July 2024 Order shall be concluded and deemed satisfied, and Optimum shall be released from all claims, penalties, and liabilities arising from alleged violations of the billing proration requirements set forth in N.J.A.C. 14:18-3.8(a) between December 18, 2018, and May 5, 2023, the time period covered by the Appellate Division's opinion dated June 30, 2023.

DISCUSSION AND FINDINGS

Following a careful review of the record in this matter, the Board **HEREBY FINDS** the Stipulation to be reasonable, in the public interest, and in accordance with the law. The Board **FURTHER FINDS** that in light of Altice's failure to provide precise refund calculations, the Stipulation, addresses the refunds due and owing to customers affected by Altice's actions, and provides added benefits to its New Jersey consumers through the low cost broadband offerings and credits. Additionally, the heightened reporting requirements provide proactive safeguards to address any future failure by Optimum to properly prorate customer bills.

Optimum remains subject to all provisions of the Board's rules and regulations governing cable television providers, including but not limited to the provisions of N.J.A.C. 14:18-3.8. This Decision and Order shall not preclude nor prohibit the Board from taking any actions against Optimum determined to be appropriate as a result of violations of N.J.A.C. 14:18-3.8 occurring on or after May 6, 2023.

Agenda Date: 9/9/26
Agenda Item: 4A

This Order shall be effective on September 16, 2026.

DATED: September 9, 2026

BOARD OF PUBLIC UTILITIES
BY:

BEN HERTZ-SHARGEL
PRESIDENT

CHRISTINE GUHL-SADOVY
COMMISSIONER

MICHAEL BANGE
COMMISSIONER

EMMA REBHORN
COMMISSIONER

JOSEPH COVIELLO
COMMISSIONER

ATTEST:

SHERRI L. LEWIS
BOARD SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities.

IN THE MATTER OF THE ALLEGED FAILURE OF ALTICE USA, INC. TO COMPLY WITH CERTAIN PROVISIONS OF THE NEW JERSEY CABLE TELEVISION ACT, N.J.S.A. 48:5A-1 ET SEQ. AND THE NEW JERSEY ADMINISTRATIVE CODE, N.J.A.C. 14:18-1.1 ET SEQ.

DOCKET NO. CS18121288

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IN THE MATTER OF THE ALLEGED FAILURE OF ALTICE USA, INC. TO COMPLY WITH CERTAIN PROVISIONS OF THE NEW JERSEY CABLE TELEVISION ACT, N.J.S.A. 48:5A-1 ET SEQ. AND THE NEW JERSEY ADMINISTRATIVE CODE, N.J.A.C. 14:18-1.1 ET SEQ.	STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES STIPULATION OF SETTLEMENT BPU DOCKET NO. CS18121288

APPEARANCES:

Christopher B. Ortiz, Esq., Senior Counsel, Government Affairs, on behalf of Optimum Communications, Inc.

Meliha Arnautovic, Esq., Deputy Attorney General, on behalf of the Staff of the New Jersey Board of Public Utilities (Jennifer Davenport, Esq., Attorney General of the State of New Jersey)

Brian O. Lipman, Esq., Director, Division of Rate Counsel, on behalf of the New Jersey Division of Rate Counsel

THIS STIPULATION OF SETTLEMENT is made as of the date indicated on the execution pages hereof, by and among Optimum Communications, Inc. (formerly Altice USA, Inc.) ("Optimum" or "Company"),[1] Staff of the New Jersey Board of Public Utilities ("Staff"), and the New Jersey Division of Rate Counsel ("Rate Counsel") (collectively, "Parties" or singularly, "Party").

PROCEDURAL HISTORY

Optimum owns and operates numerous cable television systems, as defined at N.J.S.A. 48:5A-3(d), in New Jersey, which provide cable television services to customers in the State of New Jersey. Optimum is subject to the jurisdiction of the New Jersey Board of Public Utilities ("Board") and the Office of Cable Television and Telecommunications ("OCTV&T") within the

[1] Effective November 7, 2025, Altice USA, Inc. changed its corporate name to "Optimum Communications, Inc."

Board, pursuant to the provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 to 64, and the New Jersey Administrative Code, N.J.A.C. 14:17-1.1 to 11.4, and N.J.A.C. 14:18-1.1 to 16.8.

On December 18, 2018, following Optimum's issuance of a bill notice to customers during October of 2016 advising customers that the Company would no longer prorate customer bills, and as a result of over 100 complaints from customers regarding charges incurred for services no longer rendered after those customers terminated service with Optimum, the Board issued an Order to Show Cause against Optimum concerning the company's practices.[2]

N.J.A.C. 14:18-3.8(a) provides that, "[b]ills for cable television service shall be rendered monthly, bi-monthly, quarterly, semi-annually or annually and shall be prorated upon establishment and termination of service. In unusual credit situations, bills may be rendered at shorter intervals."

On November 13, 2019, the Board issued a Cease-and-Desist Order which, among other things, concluded that Optimum had violated N.J.A.C. 14:18-3.8.[3] The Cease and Desist Order required Optimum to: (1) cease and desist from its failure to comply with existing rules that require Optimum to prorate monthly bills upon inception and termination of service; (2) issue refunds to each customer affected by the Company's failure to prorate charges for partial billing cycles from the time the Company discontinued prorated billing in 2016; (3) issue a one-time $10,000

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[2] In re the Alleged Failure of Altice USA, Inc. to Comply with Certain Provisions of the New Jersey Cable Television Act . N.J.S.A. 48:5A-1 et seq. and the New Jersey Administrative Code. N.J.A.C. 14: 18-1.1 et seq., BPU Docket Number CS18121288, Order dated December 18, 2018 ("Order to Show Cause").

[3] In re the Alleged Failure of Altice USA, Inc. to Comply with Certain Provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq., and the New Jersey Administrative Code, N.J.A.C. 14:18-1 et seq., BPU Docket Number CS18121288, Order dated November 13, 2019 ("Cease and Desist").

contribution toward the Optimum Advantage Internet program to provide low cost internet service to certain New Jersey customers; (4) conduct an audit of its customer billing records and to report to the Board the names and account numbers of all customers who were improperly billed and the amount each customer was improperly billed due to the Company's failure to prorate; and (5) refund the overage amount to each customer and provide proof of such refunds to the Board and Rate Counsel by way of certification attaching a sample bill showing either a credit toward a future bill, in the case of an existing customer, or a check to a former customer in the total amount of the appropriate refund.

On November 26, 2019, Optimum filed with the Board for a stay of the Cease and Desist order, which the Board denied on December 20, 2019.[4]

Also on November 26, 2019, Optimum filed an appeal of the Board's Cease and Desist order in the Superior Court of New Jersey, Appellate Division, challenging as improper rate-setting the Board's regulation "requiring cable companies to refund or not charge customers who cancel cable service before the end of a billing cycle for service after the date of cancellation."

On April 3, 2023, following appeal to the Supreme Court of the State of New Jersey, the Supreme Court issued its decision upholding the Board's regulation, finding that "Section 543(a)(1) of the Cable Act does not preempt the proration requirement in N.J.A.C. 14:18-3.8. The regulation does not 'regulate rates for the provision of cable service,' but rather prevents cable companies from charging for cable service that customers have cancelled."[5]

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[4] In re the Alleged Failure of Altice USA, Inc. to Comply with Certain Provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq., and the New Jersey Administrative Code, N.J.A.C. 14:18-1 et seq. BPU Docket Number CS18121288, Order dated December 20, 2019.

[5] In re Alleged Failure of Altice USA, Inc., 253, N.J. 406, 411 (2023).

The Supreme Court reinstated the Board's Cease and Desist Order and remanded the matter to the Appellate Division for determination of whether the Board failed to properly adhere to procedures in its enforcement action.[6]

On June 30, 2023, the Appellate Division, on remand from the Supreme Court, held that "the Board followed proper procedures in its enforcement actions against Optimum."[7] The Appellate Division found that customer refunds should be calculated as of December 18, 2018, the date of the Board's Order to Show Cause.[8] As such, following the Appellate Division's holding, the Cease and Desist Order, and all terms contained therein, were reinstated in their entirety.

On July 18, 2024, Optimum filed with the Board a "Notice of Compliance with the BPU 2019 Cease and Desist Order/Further Offer to Benefit Optimum NJ Customers." With respect to the refunds, Optimum expressed in its July 18, 2024 filing that "[m]ethodological limits on available data have challenged strict implementation [of the Cease and Desist Order]." In sum, the Company indicated that "billing records for that time period generally contain the date that the customer called to terminate cable service, and the last date of his/her billing cycle, but not the date the customer *wanted* to be disconnected." Optimum further stated that its "billing records do not allow a determination of exactly who was 'improperly billed' or by how *much*." Therefore, Optimum proposed an alternative compliance plan in its submission.

Having reviewed Optimum's July 18, 2024 filing, the Board on July 24, 2024, ordered Optimum to provide an audit, by an independent consultant, of Optimum's billing records to

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[6] Id.

[7] In re the Alleged Failure of Altice USA, Inc. to Comply With Certain Provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1, et. seq., and the New Jersey Administrative Code, N.J.A.C. 14:18-1.1, et. Seq., Docket No. A-1269-19, 2023 N.J. Super. Unpub. LEXIS 1137, *2 (App. Div. June 30, 2023).

[8] Id. at *8, n.4.

identify improperly billed customers dating to the December 18, 2018 Cease and Desist Order, and the overages attendant to each customer who falls within that classification.[9]

The July Order directed Optimum to perform the following obligations:

(1) within sixty (60) days of [July 31, 2024], conduct an audit of its customer billing records from December 18, 2018, the date of the Board's Order to Show Cause to [July 24, 2024], including the names and account numbers of all customers who were improperly billed and the amount each customer was improperly billed due to the Company's failure to prorate; the audit shall be conducted by an independent consultant that shall be retained by the Company to review the billing records of the Company; the data collected should be submitted in excel spreadsheet format listing the information outlined above and submitted to the Secretary of the Board. Fees for the said services shall be borne by Optimum. In order to ensure timely compliance with the audit requirements, Board approval of the selected consulting firm is not required prior to commencement. The Company shall simultaneously file with the Board a summary of the results of the independent audit, including total number of customers, total refund amount, a breakdown of whether those customers are existing or former customers, as well as a certification verifying the same.

(2) within sixty (60) days of the completion of Board Staff's review of the audit, the completion of which to be determined by Board Staff, refund the overage amount to each customer and provide proof of such refunds to the Board and Rate Counsel, by way of certification, attaching a sample bill showing a credit toward a future bill, in the case of an

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[9] In re the Alleged Failure of Altice USA, Inc. to Comply with Certain Provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq., and the New Jersey Administrative Code, N.J.A.C. 14:18-1 et seq. BPU Docket Number CS18121288, Order dated July 24, 2024 (the "July Order").

existing customer; or a refund check was issued to the former Optimum customer and that funds were accepted in the event the consumer is no longer a customer of Optimum;

(3) within thirty (30) days of the effective date of this Order, remit a one-time non-recoverable contribution totaling $10,000 toward the Optimum Advantage Internet program to provide low cost internet service to New Jersey customers who are eligible for or participate in the National School Lunch Program (NSLP); or eligible for or receive Supplemental Security Income (SSI) and are sixty-five (65) years of age or older; or a veteran and receives State or federal public assistance; and

(4) within thirty (30) days of the effective date of this Order, Optimum must file a certification demonstrating the accounting of the $10,000 one-time non-recoverable contribution toward the Optimum Advantage Internet program.[10]

In an attempt to comply with the requirements of the July Order, Optimum retained Ernst and Young ("EY") as an independent consultant and tasked EY with conducting an audit in satisfaction of (1) above. On September 30, 2024, Optimum submitted a report drafted by EY, which assessed the impact of the Company's billing policies from December 18, 2018 until May 5, 2023.

The EY report concluded that Optimum's billing records failed to contain customers' desired disconnection dates and, by extension, did not contain information that would allow a precise calculation of refunds due to improperly billed customers. The report stated that the billing system interface utilized by Optimum customer agents was otherwise not configured with an option to pick any calendar date other than the end of a customer's current billing cycle, or the last day of his or her next billing cycle. As a result, EY determined that Optimum's records and data

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[10] Id.

were insufficient to determine: (1) the exact population of improperly billed customers or customers who were billed for the dates beyond the desired disconnection date; and (2) the specific refund amount due to each of those customers.

However, even in the absence of the information, EY utilized a method to predict a population of former Optimum customers that were potentially improperly billed from December 18, 2018 through May 5, 2023. Additionally, EY provided a prediction of the average percentage of monthly service not used for the population of Optimum customers that were improperly billed from December 18, 2018 through May 5, 2023, to estimate an average refund amount. The EY report provided the procedures it utilized to calculate total customers impacted and the average dollar amount per customer impacted by Optimum's improper billing practices from December 18, 2018 through May 5, 2023.

With respect to requirements (3) and (4) of the July Order, Optimum, after seeking clarification and guidance from BPU Staff on the obligations, remitted a one-time, non-recoverable $10,000 contribution toward the Optimum Advantage Internet *(OAI)* program - in the form of one-time, customer billing credits to approximately 5,700 New Jersey *OAI* subscribers. These credits appeared in each customer's November 2024 billing statement, and the Company filed a certification to BPU Staff confirming issuance of these credits on January 24, 2025.[11]

STIPULATION

Upon review of the EY report, the Parties are in agreement that the company's submission did not satisfy all requirements of the July Order. The Parties recognize that Optimum is not capable of providing records in full compliance with the July Order. However , the Parties are in

[11] *See* Optimum's Letter to Secretary Golden, Compliance with Cease & Desist Order, BPU Docket No. CS18121288, dated Jan. 24, 2025.

agreement that resolution of this matter by stipulation containing terms which replicate the goal of the Board's July Order of providing restitution to customers impacted by Optimum's improper billing practices is in the public interest at this time. As such, the parties to this **Stipulation** AGREE as follows:

1. **Eligible Claimants:** Optimum shall offer refunds to each of the former cable subscribers identified by EY for the time period that the Superior Court of the New Jersey Appellate Division designated in its decision of June 2023 ("eligible customers").
2. **Refund Amount**: Optimum shall, following receipt of a subscriber claim, refund \$37.00 per eligible customer. The Parties agree that this amount is inclusive of interest from December 18, 2018 through April 30, 2026.
3. **Term for Submission of Claims**: Optimum shall allow eligible customers 120 days to claim refunds following the date that Optimum provides notice to eligible customers.
4. **Promotion/Outreach**: Optimum shall notify eligible customers using the following forms of notice:
    a. At least two (2) direct notices – an initial notice and follow up – for each eligible customer by electronic mail and, to the extent the Company's customer records do not contain an email address and/or where an email notice is returned as undeliverable, by physical mail to each eligible customers' last known contact information, whether physical address and/or email address;
    b. A scalable, digital media campaign leveraging paid ads that target non-respondents among the eligible customers via online advertising in social media platforms used by Optimum, including – subject to the Company's reasonable

discretion including to utilize the platforms most likely to be effective – Google, Facebook, Instagram, X (formerly Twitter), TikTok, YouTube and LinkedIn;

   c. At least one Optimum social media post regarding the refund offer on each social media platform used by Optimum, including Facebook, Instagram, X (formerly Twitter), and LinkedIn; and

   d. Notice shall also be posted in each of Optimum's local offices/Optimum stores located in New Jersey, providing instructions in English and Spanish as to how eligible customers may submit a claim.

   e. The costs for administering the refunds will be borne by Optimum.

5. Optimum shall provide a monthly report to the Board and the Division of Rate Counsel for the period covering the 120-day notice for the refund program described in Paragraphs 1-4 containing the following data:

   a. Number of customers contacted via direct mail (USPS) and email;

   b. Number of customers contacted via social media platform;

   c. Number of customers that submitted request for claim;

   d. Number of customers that received refund; and

   e. Total amount of refunds distributed.

   f. Optimum may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1

6. **Additional Customer Benefits**: In addition to the refunds described above, Optimum shall commit to offer a low-cost broadband product in New Jersey for the next four (4) years, a proactive step that strengthens the state's leadership in advancing digital equity. Key elements include:

a. Optimum shall offer a $15/month Optimum Advantage Internet (OAI) product for at least four (4) years following the Board's approval of the Stipulation of Settlement. Optimum shall maintain at least 100 Mbps download speeds consistent with the FCC benchmark, and this service shall remain available across the Optimum New Jersey footprint throughout the proposed four (4)-year term. This product shall be available to any new or existing New Jersey customer that needs affordable broadband with no eligibility verification required – removing barriers to access and ensuring simplicity for residents. Installation fees shall be waived for new OAI subscribers, and such subscribers shall not be subject to any mandatory autopay or paperless billing requirements.

b. Optimum must invest $2.5 million in monetary and/or in-kind expenditures over the four (4) year term to promote adoption of its affordable broadband products. This investment must support the marketing of *OAI* and other low-cost connectivity products. The form of this investment is within the Company's reasonable discretion and could include outreach and direct marketing, public awareness campaigns, partnerships with community organizations serving targeted populations, and/or other activities to promote broadband adoption by low-income New Jersey residential households.

c. Optimum shall file quarterly reports regarding these marketing efforts to the Board and Division of Rate Counsel over the course of the four-year term, including the number of New Jersey households enrolled in *OAI*, a summary of the investments made pursuant to the above paragraph, and certification of the amount expended pursuant thereto over the preceding quarter and cumulatively since commencement of the four (4) year term. Optimum may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1.

d. To advance the State's interest in providing low-cost connectivity to New Jersey households, Optimum shall offer six (6) months of free *OAI* service to all New Jersey *OAI* subscribers. Such free *OAI* service shall be implemented as monthly billing credits in two (2) separate annual cycles – on January 1, 2027, Optimum will identify all New Jersey subscribers currently enrolled in *OAI* and thereafter provide three (3) successive monthly billing credits on *OAI* customers' February, March, and April 2027 billing statements, or as soon thereafter as possible; on January 1, 2028, Optimum will identify all New Jersey subscribers currently enrolled in *OAI* and thereafter provide three (3) successive monthly billing credits on OAI customers' February, March, and April 2028 billing statements, or as soon thereafter as possible. Such free *OAI* service shall conform to the characteristics set forth in Section 6(a) and be inclusive of taxes, fees, and equipment charges. Optimum shall otherwise have reasonable discretion as to the structure, timing, and administration of such free service, including conditioning the application of credits on a customer's continued enrollment.

e. Following the disbursement of the billing credits for each annual period described in (d) above, Optimum shall provide a report to the Board and the Division of Rate Counsel detailing the total number of subscribers that received the credit, and the total amount of credits issued. Optimum may file with the

Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1.

7. For one (1) year from the effective date of the Stipulation, Optimum shall file monthly reports with the Board and the Division of Rate Counsel providing:
    a. The number of requests for cancellation of service received via phone, online and in-person;
    b. Including the date of the cancellation request and when the cancellation took effect; and
    c. The amount prorated on the customer bill, if eligible.
    d. Optimum may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1
8. For four (4) years following the effective date of this Stipulation, Optimum shall, at least annually and in a manner consistent with applicable employment law, conduct a training of all agents, including local office agents, handling disconnection requests from Optimum cable television subscribers in New Jersey to reinforce the requirement that charges for Optimum cable television subscriptions be prorated to the earlier of the subscriber's requested disconnection date, as communicated to the agent, or the date such subscriber returns his or her Optimum set top box or other Optimum-provided customer premises equipment used to access the Optimum cable television package.
9. This Stipulation represents a negotiated compromise made exclusively for the purpose of the above-referenced proceeding. The Parties agree that this Stipulation reflects a mutual balancing of interdependent clauses and is intended to be accepted and approved in its entirety without change or further conditions. In the event any particular

provision of this Stipulation is not accepted and approved in its entirety by the Board, or is modified by a court of competent jurisdiction, then any Party aggrieved thereby shall not be bound to proceed with this Stipulation and shall have the right, upon written notice to be provided to all other Parties within ten (10) days after receipt of any such adverse decision, to litigate all issues addressed herein to a conclusion. More particularly, in the event this Stipulation is not adopted in its entirety by the Board in an appropriate Order, or is modified by a court of competent jurisdiction, then any Party hereto is free, upon the timely provision of such written notice, to pursue its then-available legal remedies with respect to all issues addressed in this Stipulation had it not been signed.

10. The Parties agree that the contents of this Stipulation shall not in any way be considered, cited or used by any Party as an indication of any Party's position on any related or other issue litigated in any other proceeding or forum, except to enforce the terms of this Stipulation.

11. Notwithstanding anything to the contrary set forth herein, upon the occurrence of any of the following, this Stipulation shall terminate:

    a. If the Board issues a decision disapproving the Stipulation; or

    b. If the Board issues a written Order approving this Stipulation subject to any condition or modification of the terms set forth herein that any Party, in its discretion, finds unacceptable, then such Party shall serve notice of unacceptability on the other Parties within fifteen (15) days following receipt of such Board Order.

12. The Parties agree that they consider this Stipulation to be binding upon them for the purposes set forth herein.

13. Except where otherwise indicated, the term of this Stipulation and the commitments expressed herein are for four (4) years from the effective date of the Board's approval, provided however, that Optimum remains subject to Board regulations and generally applicable law.

14. Upon Optimum's completion of its commitments pursuant to this Stipulation, the Company's remaining obligations pursuant to the July Order shall be concluded and deemed satisfied, and Optimum shall be released from all claims, penalties, and liabilities arising from alleged violations of the billing proration requirements set forth in N.J.A.C. 14:18-3.8(a) between December 18, 2018 and May 5, 2023, the time period covered by the Appellate Division's opinion dated June 30, 2023.

15. Each Party understands that a Board Order adopting this Stipulation will only become effective in accordance with N.J.S.A. 48:2-40, and any conditions in such Board Order placed on the substantive obligations imposed herein on Optimum shall provide Optimum the opportunity, within a fifteen (15) day period after approval, to reject such conditions consistent with Paragraph 11 above, in which case this Stipulation and the accompanying Board Order shall have no effect.

16. This Stipulation represents the full scope of the agreement between the Parties and may only be modified by a further written agreement executed by all the Parties hereto.

17. This Stipulation may be executed in as many counterparts as there are Parties to this Stipulation, and each counterpart shall be an original, but all of which shall constitute one and the same instrument.

WHEREFORE, the Parties hereto have duly executed and do respectfully submit this Stipulation to the Board and recommend that the Board issue a Decision and Order adopting and approving this Stipulation in its entirety in accordance with the terms hereof.

IN WITNESS THEREOF, the undersigned Parties do HEREBY AGREE to the form and execution of this Agreement.

Date: August 6, 2026

Chris Ortiz

By: Christopher B. Ortiz, Esq.
Senior Counsel – Government Affairs, Optimum
On behalf of Optimum Communications, Inc.

Date: August __, 2026

Meliha Arnautovic DAG

By: Meliha Arnautovic, Esq.
Deputy Attorney General, New Jersey Office of Attorney General
On behalf of the Staff of the New Jersey Board of Public Utilities

Date: August __, 2026

____

By: Brian O. Lipman, Esq.
Director, Division of Rate Counsel
On behalf of the New Jersey Division of Rate Counsel

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Date: August 6, 2026

By: Christopher B. Ortiz, Esq.
Senior Counsel – Government Affairs, Optimum
On behalf of Optimum Communications, Inc.

Date: August __, 2026

Meliha Arnautovic DAG

By: Meliha Arnautovic, Esq.
Deputy Attorney General, New Jersey Office of Attorney General
On behalf of the Staff of the New Jersey Board of Public Utilities

Date: ~~August~~ September 3, 2026

By: Brian O. Lipman, Esq.
Director, Division of Rate Counsel
On behalf of the New Jersey Division of Rate Counsel