



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

FILED

11/05/25

04:59 PM

C2511002

Brian Miller,

Complainant,

vs.

CSC Holdings LLC, d/b/a Optimum
Communication Inc.

Defendant.

(ECP)

Expedited Complaint
(Rule 4.6)

COMPLAINANT	DEFENDANT
Brian Miller 10834 Silverfir Drive Truckee CA 96161 T: 530-386-0494 e-mail: bmiller@definitivetheater.com	CSC Holdings LLC, d/b/a Optimum Communication Inc. Attn: Sarah Freeman, Investor Relations One Court Square Long Island City New York 11120 T: 1-866-200-7273 e-mail: sarah.freedman@optimum.com

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

(A) Brian Miller

COMPLAINANT(S)

vs.

CSC Holdings, LLC. / DBA Altice, USA.

(B) Optimum

DEFENDANT(S)

(Include Utility "U-Number", if known)

(for Commission use only)

(C)

Have you tried to resolve this matter informally with the Commission's Consumer Affairs staff?

☒ YES ☐ NO

Has staff responded to your complaint?

☒ YES ☐ NO

Did you appeal to the Consumer Affairs Manager?

☒ YES ☐ NO

Do you have money on deposit with the Commission?

☐ YES ☒ NO

Amount \$ _____

Is your service now disconnected?

☐ YES ☒ NO

COMPLAINT

(D)

The complaint of (Provide name, address and phone number for each complainant)

Name of Complainant(s)	Address	Daytime Phone Number
Brian Miller	10834 Silverfir Dr. Truckee, CA. 96161	530-386-0494

respectfully shows that:

(E)

Defendant(s) (Provide name, address and phone number for each defendant)

Name of Defendant(s)	Address	Daytime Phone Number
CSC Holdings, LLC.	1 Court Square, Long Island City, NY. 11101	631-846-5317

(F)

Explain fully and clearly the details of your complaint. (Attach additional pages if necessary and any supporting documentation)

Please see attached communication Re: CPUC Formal Complaint and Reference to Appeal for Informal Complaint 688738 included with this form.

(G) Scoping Memo Information (Rule 4.2(a))

(1) The proposed category for the Complaint is (check one):

☒ adjudicatory (most complaints are adjudicatory unless they challenge the reasonableness of rates)

☐ ratesetting (check this box if your complaint challenges the reasonableness of a rates)

(2) Are hearings needed, (are there facts in dispute)? ☐ YES ☒ NO

(3) ☐ Regular Complaint ☒ Expedited Complaint

(4) The issues to be considered are (Example: The utility should refund the overbilled amount of \$78.00):

Utility needs to correct the bill to its written agreed upon price of \$35.00 per month including taxes and fees.

- (5) The proposed schedule for resolving the complaint within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting) is as follows:

Prehearing Conference: Approximately 30 to 40 days from the date of filing of the Complaint.

Hearing: Approximately 50 to 70 days from the date of filing of the Complaint.

Prehearing Conference (Example: 6/1/09):	12/14/25
Hearing (Example: 7/1/09)	12/20/25

Explain here if you propose a schedule different from the above guidelines.

(H)

Wherefore, complainant(s) request(s) an order: State clearly the exact relief desired. (Attach additional pages if necessary)

Utility needs to correct the bill to its written agreed upon price of \$35.00 per month including taxes and fees.

(I)

OPTIONAL: I/we would like to receive the answer and other filings of the defendant(s) and information and notices from the Commission by electronic mail (e-mail). My/our e-mail address(es) is/are:

bmiller@DefinitiveTheater.com

(J)

Dated Truckee, California, this 5 day of November, 2025
(City) (date) (month) (year)



Signature of each complainant

(MUST ALSO SIGN VERIFICATION AND PRIVACY NOTICE)

(K)**REPRESENTATIVE'S INFORMATION:**

Provide name, address, telephone number, e-mail address (if consents to notifications by e-mail), and signature of representative, if any.

Name of Representative:	N/A
Address:	
Telephone Number:	
E-mail:	
Signature	

VERIFICATION
(For Individual or Partnerships)

I am (one of) the complainant(s) in the above-entitled matter; the statements in the foregoing document are true of my knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

(L)

Executed on 11/5/25, at Truckee, California
(date) (City)



(Complainant Signature)

VERIFICATION
(For a Corporation)

I am an officer of the complaining corporation herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

(M)

Executed on _____, at _____, California
(date) (City)

Signature of Officer

Title

(N) NUMBER OF COPIES NEEDED FOR FILING:

If you are filing your formal complaint on paper, then submit one (1) original, six (6) copies, plus one (1) copy for each named defendant. For example, if your formal complaint has one defendant, then you must submit a total of eight (8) copies (Rule 4.2(b)).

If you are filing your formal complaint electronically (visit <http://www.cpuc.ca.gov/PUC/efiling> for additional details), then you are not required to mail paper copies.

(O) Mail paper copies to: California Public Utilities Commission
Attn: Docket Office

505 Van Ness Avenue, Room 2001
San Francisco, CA 94102

PRIVACYNOTICE

This message is to inform you that the Docket Office of the California Public Utilities Commission ("CPUC") intends to file the above-referenced Formal Complaint electronically instead of in paper form as it was submitted.

Please Note: Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the CPUC become a public record and may be posted on the CPUC's website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, E-mail address and the facts of your case may be available on-line for later public viewing.

Having been so advised, the Undersigned hereby consents to the filing of the referenced complaint.



Signature

11/5/25

Date

Brian Miller

Print your name

Re: CPUC Formal Complaint and Reference to Appeal for Informal Complaint 688738

While I am not a lawyer but rather a local resident and local business owner who brought legally established violations to the CPUC's consumer affairs division, we see several fundamental mistakes of fact in response to the violations brought in the original CPUC complaint, so we bring this formal complaint to the CPUC to address the following:

1. California Public Utilities Code Article 2 Section 2890 division (a) states “that a telephone bill may only contain charges for products or services, **the purchase of which the subscriber has authorized.**” This protection strictly prohibits Optimum from selling one thing in writing then turning around and billing at a completely higher cost for the same services.

The written agreement Optimum provided for phone and internet for a 12 month period is for a total of \$35.00 per month (Exhibit A). Optimum later added unauthorized charges and fees (Exhibit H) which Optimum continues to do even at the time of this writing (to date even after this judgement was entered Optimum has attempted to sneak in extra charges and fees thereby increasing the bill to \$59.39, most recent bill shown in Attachment 2 included with this letter). Exhibits A and H were provided to the CPUC in the original complaint. Optimum's defiance in upholding its agreement is a direct violation of Article 2 Section 2890.

Exhibit A

Changes to Your Account

Services added

Service	Amount
Optimum Internet 1 Gig	\$110.00
Internet Equipment	\$0.00
Optimum Complete Savings	\$-20.00
Internet Credit	\$-25.00

Services removed

Service	Amount
Optimum Internet 300 Mbps	-\$70.00
Unlimited Internet Allowance	-\$0.00
Internet + Mobile Savings	-\$-5.00
Internet Savings	-\$-10.00
Internet Credit	-\$-20.00
Optimum Phone	-\$20.00
Paper Bill Convenience Fee	-\$1.00

Updated Regular Monthly Charges \$35.00

This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill.

Exhibit H

Most current monthly bill

Altice continues to bill at the higher price. Monthly cost is \$56.00 remains to date instead of \$35.00 as agreed.

Court Exhibit Page 2
Case T-SC-00020382

Court Exhibit Page 25
Case T-SC-0002038

2. In ¶2 of the response dated 8/21/25, the CPUC states: “Optimum allegedly added fees, and additional costs that were not part of the original agreement”. It does not appear that the CPUC’s review (Attachment 3 included with this letter) included reading the court ordered judgement pertinent to this complaint because this wasn’t a mere alleged claim made without proof but rather the complaint is legally established in my case and the company defiantly continues to refuse to resolve it. On Page 24 of the judgement (PDF Page 29) from

the Superior Court of California against Optimum it states: “As of the date of the submission of this matter for decision, defendant was charging plaintiff for the Paper Bill Convenience Fee and other taxes and fees, **all in derogation of the promotion terms of\$35 per month with no taxes or fees.**”

Detailed narratives, correspondence and court exhibits were provided to the CPUC that are summarized in this thorough judgement from the court. Regarding Optimum’s ongoing behavior in my case the Superior Court of California concludes on the same page referenced above: **“Fraud is fraud.”**

In this review, we respectfully request that the formal complaint process scrutinize the judgement (in particular the judgement pages 22-24 / PDF pages 27-29) and the court exhibits that were provided in the original complaint (also uploaded in this formal complaint) in order to address the error in the response: “Optimum allegedly added fees, and additional costs...” The fact that Optimum continues to charge for services the subscriber did not authorize is undisputable, legally established proof provided in the original complaint.

3. In ¶13 of the response, the CPUC states: “that the court awarded monetary damages only and did not grant requiring Optimum to adjust your billing rate.”

To the contrary, in its judgement the court specifically stated that its inquiry did not extend into violations under the CPUC’s jurisdiction and it acknowledges on page 24 of its judgement that: “This decision **does not adjudicate** whether or not defendant has violated any of the California CPUC tariffs applicable to the facts and circumstances of this case.” The court acknowledged Optimum was and continued to be “defiant” in adjusting the bill (Judgement Page 23) and as stated above, continued to charge for the paper bill convenience fee and other taxes and fees, **all in derogation of the promotion terms of\$35 per month with no taxes or fees.**” We therefore brought Optimum’s legal obligation to fix the bill to the agreed upon Exhibit A price because public utility code statute places that matter under CPUC jurisdiction. We ask the CPUC to use its full authority to enforce this providers legal obligation to fix the bill without further delay tactics they continue to employ.

4. In ¶14 of the response dated 8/21/25, the CPUC relates: “Optimum internet has verified that a one-time \$280 credit was applied in December 2024 to address a billing rate discrepancy for one year.” This credit is short because of the fees Optimum added in after the \$35 per month agreement which is clearly established in the court’s judgment on page 24 (PDF Page 29) and mathematically shown in Appendix F below which was submitted in the original CPUC complaint. Optimum’s assertion and the CPUC’s acceptance that this resolves the agreed upon rate discrepancy is factually incorrect as the

Appendix F – Injunction/Specific Performance Cost			
Remaining Balance Due from Breach of Agreement			
Exhibit	Description	Monthly Cost	12 Month Cost/Credit
Exhibit A	The Agreement	\$35.00	\$420.00
Exhibit H	My Current Bill	\$56.00	\$672.00
Appendix F	The Difference Between Agreement and the Actual Bill		-\$252.00
Exhibit F	Attice Resolution - The Credit		-\$240.00
	The Outstanding Amount Remaining: Breach of Contract		- \$12.00

Court Exhibit Page 37
Case T-9C-0002938

math shows so again we appeal to the CPUC to please address Optimum's obligation under PUC statute to fix the bill to match its written Exhibit A agreement.

5. Also in ¶4 of the response dated 8/21/25, the CPUC relates: "Optimum advised that attempts to contact you to confirm receipt of the complaint were unsuccessful." This is untrue. Please see attachment 1 included with this letter. You will note that this response was sent to the representative that reached out in writing regarding the CPUC complaint, and it included the executive customer relations department. Our response was acknowledged by Optimum two days later when they issued partial payment on July 12, 2025, as they acknowledge in your response, however, to date Optimum has yet to satisfy the judgement amount due.

For the foregoing enumerated reasons, we ask that the CPUC thoroughly review the evidence in this case under the CPUC's jurisdiction and we appeal to you under all applicable California Public Utility Code statutes to enforce the CPUC's full authority to ensure Optimum does not continue this behavior. As previously stated, I am not a lawyer but in my own research I find protections designed to prohibit this exact behavior such as AB 1366 that in part prohibits ISPs from charging consumers fees that were not clearly disclosed at the time of contract or subscription. This law was designed to prevent surprise fees and "junk fees" that are added after the fact, yet Optimum added fees including their paper bill convenience fee "**all in derogation of the promotion terms of \$35 per month with no taxes or fees**" as the judgement from the Superior Court of California finds.

As stated in the original complaint, due to the nature of my business in the community I see firsthand Optimum's dishonest, fraudulent practices on multiple accounts, not just my own. It is our hope that through these efforts Optimum will curb the illegal, dishonest business practices that it continues to perpetuate unabated in our community. Thank you in advance for your thorough review of these violations.

Sincerely,



Brian Miller

Attachment 1

From: bmiller@definitivetheater.com
Sent: Thursday, July 10, 2025 9:18 PM
To: 'Randy Sewdial'; 'amy.pfail@alticeusa.com'
Cc: 'Cecrdesk'; 'Corporate Executive Customer Relations'
Subject: RE: Regarding Optimum Case ID is 448565
Attachments: Memorandum_Costs.pdf; Notice_Entry_of_Judgment_Case_T_SC_0002038_05_19_2025.pdf

Importance: High

ATTN: CSC Holdings, LLC d/b/a Altice, USA

Re: Optimum Account 07715-290614-01

1. As you are aware, you have an outstanding, unpaid court-ordered judgement from the Superior Court of California, County of Placer in re: case T-SC-0002038 that is accruing daily interest on the unpaid principal balance. Additional costs submitted to the court as shown in the attached Memorandum of Costs After Judgement, Acknowledgement of Credit, and Decleration of Accrued Interest; form MC-012 must all be paid including the full amount of daily interest accrued without further delay. Additionally, as required by law, file proof of payment and a written declaration with the court that shows full payment of the judgment, including post judgment costs and interest before the hearing date the court has set which you will soon be served with if payment in full is not received immediately.

Be advised that failure to immediately pay the full amount now due will result in the required payment of additional costs including those related to serving you with the date the court has set for you to appear in person for the purpose of producing a statement of assets and to appear for examination including explanation to the court as to why you did not complete and mail form SC-133 to the judgment creditor in a timely manner as required by law.

2. As you are also aware, you still have neglected to correct the bill by continuing to charge taxes and fees as noted in the court's judgment "all in derogation of the promotion terms of \$35 per month with no taxes or fees" (Notice of Entry of Judgement PDF Page 29, ¶ 1 / Court Page 24). Consequently, the California Public Utilities Commission is investigating the uncorrected bill and this ongoing practice within your corporation for violations of California statutes under their jurisdiction.

We note that your organization has demonstrated the ability to satisfy court-ordered judgments in the past as evidenced in Appendix A (Plaintiff's Evidence Packet Court Exhibit Page 27) therefore it is reasonable to expect that your organization was capable of addressing the violations noted above within the court-ordered deadline. We continue to compel you to comply with legal authority under which you operate without further delay as enumerated above.

As you know, this judgement provides for reimbursement of the documented labor hours spent including phone time and written correspondence associated with handling these dishonest, unlawful business practices (Notice of Entry of Judgement PDF Page 26-27, ¶ 4 / Court Page 21-22). This legal acknowledgement as well as the reason for the punitive damages awarded in this case alone should have resonated with you the clear, unmistakable, and explicit requirement for immediate compliance with the law and top-down organizational changes into each and every behavior and procedure across your departments that lead to this dishonest and unabated, illegal activity. Instead, in your defiance of the law you made the choice not to pay the entire judgement, and you also chose not to correct the bill in further defiance of the explicit warning in this judgement that it did not adjudicate matters under the CPUC's jurisdiction.

Nevertheless, legal precedent has set the stage for compensation going forward for time spent handling issues like these should they continue in the community, so the facts alone speak for themselves in compelling you to implement urgent changes now that show your clear commitment to abide by the laws, regulations and consumer protections under which you operate.

This judgement and countless judgements before it have provided leadership under Dennis Mathew and your general counsel within the ranks to make an urgent, business imperative course correction, yet you continue these unlawful practices uninhibited. Attorney's General in multiple states as sampled in Plaintiff's Evidence Packet Court Exhibit Page 27 have and will continue to hold your organization accountable for these practices so why not make the requisite changes now, without further delay? Communities affected by these ongoing, unlawful practices will continue to report on continued violations so again, why the delay.

From: Randy Sewdial <Randy.Sewdial@AlticeUSA.com>

Sent: Thursday, July 10, 2025 1:34 PM

To: bmiller@definitivetheater.com

Subject: Regarding Your Optimum Escalation

Good afternoon Brian Miller,

My name is Randy, and I will be the specialist assigned to your case. For reference, your case ID is 448565. I have not been able to reach you at 530-386-0494 regarding the complaint received from the California Public Utilities Commission. I look forward to hearing from you.

Please be assured that resolving your situation is our highest priority. Should you have any questions or concerns please do not hesitate to contact me directly at 1-833-980-2985 Ext. 2100300 or via email at Randy.Sewdial@alticeusa.com. I am available during the hours of 9:00 am-5:30 pm, EST Monday through Friday.

Respectfully,

Randy Sewdial

Specialist – Executive Customer Relations

833-980-2985, Ext. 2100300

Randy.Sewdial@optimum.com

optimum.

*If you have any difficulty reaching me, please email our Management group at ECRManagement@AlticeUsa.com.

The information transmitted in this email and any of its attachments is intended only for the person or entity to which it is addressed and may contain information concerning Altice USA and/or its affiliates and subsidiaries that is proprietary, privileged, confidential and/or subject to copyright. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited and may be unlawful. If you received this in error, please contact the sender immediately and delete and destroy the communication and all of the attachments you have received and all copies thereof.

Attachment 2



Access Code: 9764
Account Number: 07715-290614-01-5
BRIAN MILLER
10834 SILVERFIR DR
TRUCKEE CA 96161-3208

Account Summary		
Billing Period	Due Date	Amount
08/21/25 - 09/20/25	September 06, 2025	\$0.02
Previous Balance & Payments		-\$59.37
Balance Last Statement		\$59.37
Payment(s) Received By 08/11/2025		-\$118.74
New Charges		\$59.39
Total Amount Due		\$0.02

☐ Sign up for Auto Pay and Paperless Billing at www.optimum.net/autopay and, depending on your payment method, receive a monthly discount.

Depending on your area, a late fee of up to \$10 will be charged if payment is not received by the due date above.

Account Details		
BALANCE LAST STATEMENT		59.37
PAYMENTS		
07/15	Payment-Thank You	-118.74
	Previous Balance	-\$ 59.37
CURRENT MONTHLY CHARGES		
INTERNET	Your 'Internet Credit' is Effective Until 12/20/2025	
08/21 -09/20	Optimum Internet 1 Gig	115.00
	Optimum Complete Savings	-20.00
	Internet Credit	-60.00
	Total Internet	\$ 35.00
PHONE		
08/21 -09/20	Optimum Phone	20.00
	Total Phone	\$ 20.00
	Total Current Monthly Charges	\$ 55.00

TAXES, FEES & OTHER CHARGES		
Phone		
08/21 -09/20	Public Prog Fee	0.90
	Public Utility Fee	0.19
	FCC Regulatory Fee	0.01
	Federal Cost Recovery Fee	0.41

continued on back

Customer Service

Pay your bill, upgrade your services and manage your account at **optimum.net**

Additional options:

Auto Pay
Manage at optimum.net/autopay

My Optimum
Download at optimum.net/myoptimum

In Person
Visit optimum.com/stores for a location near you

Phone
1.866.659.2861

Mail
Send your payment with remit slip at least one week prior to the due date to avoid late fees

Please turn over for payment.



1111 STEWART AVENUE
BETHPAGE NY 11714-3581

CHANGE SERVICE REQUESTED

#BWNHGYM
#PGGAEBIPFADPA1#

BRIAN MILLER
10834 SILVERFIR DR
TRUCKEE CA 96161-3208

Life's a breeze with the My Optimum app

Scan & learn more at optimum.com/app



BRIAN MILLER
Account Number: **07715-290614-01-5**
Total Amount Due: **\$0.02**

Account Details...continued			Optimum Updates	
TAXES, FEES & OTHER CHARGES			New hours, more convenience. Our Optimum Stores have updated hours. Visit optimum.com/stores to find the nearest location and check out the latest hours.	
	Phone		California customers are entitled to certain rights and protections during a declared state of emergency. Learn more at optimum.net/CArights	
08/21 -09/20	911/988 Surcharge	0.49	My Account is a one-stop shop for all your service and account needs. Pay your bill, manage appointments, sign up for text alerts and more at optimum.net .	
	Other Charges			
08/21 -09/20	Federal Universal Service Fee	1.39		
	Paper Bill Convenience Fee	1.00		
Total Taxes, Fees & Other Charges		\$ 4.39		
Total Amount Due		\$ 0.02		

Payment Information Allow up to 3 days for payment to process once received. Bill payment confirms your acceptance of the Residential Services Agreement, viewable at optimum.com/terms . Paying by check authorize us to use info on the check to make a one-time electronic funds transfer from your account or to process the payment as a check. If your check is returned unpaid, a fee up to \$40 will be incurred. Insufficient fund fees can be found at optimum.com/pricing for residential customers and at optimum.com/business/pricing for business customers.	next month's services. Rates subject to change or discontinuance. Service cancellations are effective on the last day of the then current billing period. Promotion Credit subj. to change or discontinuance w/o notice; if expiration date shown, credit remains thru date if current service levels maintained. For more details, visit optimum.com/terms-of-service/residential . You'll be charged a late fee up to \$10 if payment is not received by the due date on your bill. Late fee rates can be found at optimum.com/pricing-packages for residential customers and at optimum.com/business/pricing-packages for business customers. You'll continue to be charged this fee on each subsequent past due bill if payment is not received by the due date	indicated. Payments not received within 15 days of the due date may be sent to collections. Your bill includes all government fees. TV Taxes and Fees includes an FCC fee and payments required under Altice's franchise agreement to support public, educational or government channels. Taxes and Fees are subject to change. Service Information For immediate closed captioning issues, contact us: 1-888-420-0777 (phone), 516-803-1682 (fax) or CCQuestions@alticeusa.com. Mail written closed captioning complaints to: Vinny Guerrero, Director Executive Customer Relations / 1111 Stewart Avenue, Bethpage NY 11714
Billing Information You're billed each month in advance for the		

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



Mailing Your Payment

Account Number:07715-290614-01-5

Payment Due Date:September 06, 2025

Total Amount Due:\$0.02

Amount Enclosed \$

Make checks payable to Optimum.

000-08-25-C-C

OPTIMUM
PO BOX 4019
CAROL STREAM IL 60197-4019

07715290614015600000026

Attachment 3

PUBLIC UTILITIES COMMISSION

320 W. 4th STREET, SUITE 520
LOS ANGELES, CA 90013



August 21, 2025

Brian Miller
10834 Silverfir Dr
Truckee CA 96161

Subject: Commission File No: 688738 for Complaint with Optimum Internet

Dear Brian Miller:

The Consumer Affairs Branch (CAB) of the California Public Utilities Commission has completed its review of your complaint against **Optimum Internet**. As part of the review, CAB considered the information that you provided, the information that **Optimum Internet** provided to us about your account and applicable codes, orders and tariffs.

In your complaint to CAB, you reported concerns regarding the violation of California Public Utilities Code 451, 2890–2899, and General Order 168. The complaint involves allegations of unfair and deceptive business practices, billing disputes, and unauthorized charges. You state that on December 18, 2024, you entered into a 12-month service agreement for internet and telephone services at a fixed rate of \$35 per month. However, Optimum allegedly added fees, and additional costs that were not part of the original agreement. You requested that we assist with reviewing this matter.

Optimum Internet records indicate that the court awarded monetary damages only and did not grant requiring Optimum to adjust your billing rate. According to the utility, due to a clerical error, only part of the judgment was initially paid, but the remaining balance was issued via check on July 12, 2025, and mailed to your address on file.

Optimum Internet had verified that a one-time \$280 credit was applied in December 2024 to address a billing rate discrepancy for one year. Lastly, Optimum's advised that attempts to contact you to confirm receipt of the complaint were unsuccessful.

Optimum Internet conducted an investigation following the filing of your complaint. Based on the review of this information, CAB has determined that **Optimum Internet** is not in violation of the rules or regulations of the CPUC. If you disagree with this result, you may either provide new evidence or appeal. Detailed instructions for sending new evidence or an appeal are attached. You must file within 15 days of this letter and include supporting documentation. Please provide any information you believe contradicts the utility's representations.

Sincerely,

Written Operations Unit
Consumer Affairs Branch
1-800-649-7570
www.cpuc.ca.gov

This form tells you the court's decision (judgment) in this small claims case. The date the small claims clerk handed or mailed you this form is very important. That date sets the deadline for the parties to take legal steps to protect or enforce their rights.

If the court ordered you to pay money, your wages, money, or property can be taken, if you do not pay the judgment within 30 days. You may also have to pay interest. If the court decided that you owe money because of an auto accident, the Department of Motor Vehicles (DMV) can suspend your driver's license.

If you disagree with the judgment, you may have the right to appeal or to ask the court to cancel or correct the judgment. To protect these rights, you must file papers with the court within 30 days after this notice was mailed or handed to you.

Read pages 3 and 4. They explain your rights and responsibilities, whether you won or lost the case.

Clerk stamps here when form is filed.

FILED
Superior Court of California
County of Placer

MAY 19 2025

Jake Chatters
Executive Officer & Clerk
By: T. Cabral, Deputy

Fill in the court name and street address:

Superior Court of California, County of
PLACER
2501 N LAKE BLVD
PO BOX 5669
TAHOE CITY CA 96145

Fill in your case number and case name:

Case Number:

T-SC-0002038

Case Name:

Miller vs CSC Holdings dba Altice USA

- ① The judgment (decision) in this small claims case was entered on (date):
05/19/2025

- ② The judgment cannot be enforced until after the 30-day right to appeal or file a motion to vacate (cancel) or correct the judgment has ended. If an appeal or a motion to cancel or correct the judgment is properly filed, the judgment cannot be enforced until the appeal or motion is decided.

③ **Judgment on the Plaintiff's Claim**

X Attached Decision

Plaintiff's name, if more than one: Brian Miller

Defendant's name, if more than one: CSC Holdings, LLC dba Altice USA

- a. ☐ The plaintiff's claim against (check one): ☐ all parties ☐ (name): _____ is dismissed and
(1) ☐ may not be filed again. (The claim is dismissed with prejudice.)
(2) ☐ may be filed again, if filed by the legal deadline. (The claim is dismissed without prejudice.)
- b. ☐ The defendant (name): _____ does not have to pay the plaintiff anything.
- c. ☒ The defendant (name): CSC Holdings/dba Altice must pay the plaintiff (name): Brian Miller
(total amount): \$ 2,769.30, which includes:
principal: \$ 2,226.35 + interest: \$ _____ + court costs: \$ 542.95 - offset \$ _____
Reason for offset, if any: _____
- d. ☐ More than one person owes money on this claim. The liability of each person is:
(1) ☐ Joint and several. (The judgment creditor may collect the entire judgment from any judgment debtor.)
(2) ☐ Other (specify): _____
- e. ☐ The defendant (name): _____ must give the plaintiff (name): _____
(specify property): _____ by (date): _____
☐ The property is specified on Attachment 3e.

④ **Judgment on the Defendant's Claim**

Defendant's name, if more than one: _____

Plaintiff's name, if more than one: _____

Exhibits not picked up/

downloaded within 30 days

will be destroyed



Case Name: Miller vs CSC Holdings dba Altice USA

Case Number:
T-SC-0002038

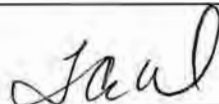
- 4 a. ☐ The defendant's claim against (check one): ☐ all parties ☐ (name): _____ is dismissed and
(1) ☐ may not be filed again. (The claim is dismissed with prejudice.)
(2) ☐ may be filed again, if filed by the legal deadline. (The claim is dismissed without prejudice.)
- b. ☐ The plaintiff (name): _____ does not owe any money on this claim.
- c. ☐ The plaintiff (name): _____ must pay the defendant (name): _____
(total amount): \$ _____, which includes:
principal: \$ _____ + interest: \$ _____ + court costs: \$ _____ - offset \$ _____
Reason for offset, if any: _____
- d. ☐ More than one person owes money on this claim. The liability of each person is:
(1) ☐ Joint and several. (The judgment creditor may collect the entire judgment from any judgment debtor.)
(2) ☐ Other (specify): _____
- e. ☐ The plaintiff (name): _____ must give the defendant (name): _____
(specify property): _____ by (date): _____
☐ The property is specified on Attachment 4e.
- 5 ☐ Payments (Name): _____
may pay the judgment to (name): _____ as follows:
- a. ☐ Payments of \$ _____ on the _____ day of each (month, week, other) _____,
starting (date): _____ and a final payment of: \$ _____ on (date): _____
- b. ☐ Other payment schedule (specify): _____
- c. ☐ The total amount of payments is \$ _____, which includes interest on the unpaid balance of the
judgment. The actual amount of that interest may be different if payments are made late or early.
- d. ☐ The total amount of the payments is the same as the judgment. If all payments are made in full and on time, no
interest will be owed on the judgment and the judgment will have been paid in full.
- e. If any payment is not made in full and on time, the judgment creditor may notify the court to cancel the
payment plan, and the entire unpaid balance will become due and collectible.

Other Orders

- 6 ☐ Decisions on other claims or parties are stated in Attachment 6.
- 7 ☐ After offsetting the judgments on the claims, (name): _____
owes (name): _____ \$ _____
- 8 ☐ This judgment against (name): _____
is for damage or injury because of an automobile vehicle accident on a California highway caused by the
judgment debtor or by another party for whose conduct the judgment debtor is liable (other than liability because
the party signed a minor's driver's license application).
- 9 ☐ Judgment debtor is a natural person, and as provided in the relevant statute,
\$ _____ of this judgment is on a claim related to medical expenses (Code Civ. Proc., §§ 683.110, 685.010)
\$ _____ of this judgment is on a claim related to personal debt (Code Civ. Proc., §§ 683.110, 685.010),
which includes \$ _____ concerning consumer debt (Code Civ. Proc., § 708.111).
- 10 ☐ The court finds that the defendant's rights under the Servicemembers Civil Relief Act were not prejudiced by
the entering of a judgment against the defendant because the defendant was not a servicemember or had notice
and was available to defend this action.
- 11 ☐ Form SC-202A, *Decision on Attorney-Client Fee Dispute*, is attached.
- 12 ☐ Other (specify): _____
☐ Continued on Attachment 11.

Date: 5/19/2025

Clerk, by



T. Cabral, Deputy

What to Do After the Court Decides Your Small Claims Case

First, read the court's decisions on pages 1 and 2. They will tell you the court's judgment in this case. **Then read this form.** It will help you protect or enforce your rights, whether you won or lost the case.

Warning! You may lose important rights if you do not act within 30 days after the court handed or mailed you this *Notice of Entry of Judgment*. If the court mailed the *Notice of Entry of Judgment*, the date of mailing is on the *Clerk's Certificate of Mailing* that came with the notice.

If the court did not award you any money on a claim that you filed... The court's decision on your claim is *normally* final. You cannot appeal the decision on your own claim, but you may be allowed to ask the court to correct a mistake in the judgment.

If the court ordered you to pay money...

You are the *judgment debtor*. The law requires you to pay the judgment. You **can**:

- Pay the judgment creditor directly.
- Pay the court. (to do so, file form SC-145, *Request to Pay Judgment to Court*.) or
- Ask the court to let you make payments (to do so, file form SC-220, *Request to Make Payments*).

If any payment is not made in full and on time, the judgment creditor may notify the court to cancel the payment plan and the entire unpaid balance will become due and collectible.

Warning! If you do not pay the judgment or file an appeal or a motion to vacate (cancel) or correct the judgment **within 30 days** after *Notice of Entry of Judgment* was handed or mailed to you, your wages, money, and property can be taken to pay the claim. You may also have to pay interest. If your case involves an auto accident on a California highway, the Department of Motor Vehicles (DMV) can suspend your driver's license.

After you pay the judgment in full, you can ask the judgment creditor to file a form saying the judgment is paid. (See form SC-290, *Acknowledgment of Satisfaction of Judgment*.) If the judgment creditor does not do this, they may have to pay you damages and a penalty.

If you disagree with the judgment ordering you to pay money and you went to your small claims trial, you can appeal that decision. (You cannot appeal the decision on your own claim.) To do so, file form SC-140, *Notice of Appeal*, within 30 days after *Notice of Entry of Judgment* was handed or mailed to you. There will be a new trial in the superior court on all claims in the case. Each side will present evidence again. This time, each side can have a lawyer at the trial.

If the court ordered the other side to pay you...

You are the *judgment creditor*. **You** must collect your judgment. The court will not collect it for you. Some steps you can take to collect your money are summarized below. For more information, go to <https://selfhelp.courts.ca.gov/small-claims/after-trial/if-you-win>.

Important! The judgment debtor has **30 days** after being mailed or handed *Notice of Entry of Judgment* to appeal or pay or ask the court to cancel or correct the judgment. You cannot take legal steps to collect the judgment during this time.

Ask the judgment debtor to pay you the money. If the judgment debtor cannot afford to pay the judgment all at once, consider offering to take payments. If your claim was for possession of property, ask the judgment debtor to return the property to you.

If the judgment debtor does not pay, you can find out about the debtor's income or property that the sheriff can take to satisfy the judgment.

- If the debtor does not pay within 30 days after the court clerk delivered or mailed the *Notice of Entry of Judgment*, the debtor must send you form SC-133, *Judgment Debtor's Statement of Assets*. This form will tell you what property the debtor has that may be used to pay the judgment.
- **If the debtor does not send you the completed form SC-133**, you can file form SC-134, *Application and Order to Produce Statement of Assets and to Appear for Examination*. In this form, you can also ask the court to award you your attorney fees, expenses, and other appropriate relief. If item 9 on page 2 of this form says the judgment includes an amount "concerning consumer debt," file form SC-136, *Application and Order to Produce Financial Statement or Appear for Examination—Consumer Debt*, instead of form SC-134.

(Continued on page 4)

(Continued on page 4)



If the court ordered you to pay money...

(continued)

If you disagree with the judgment ordering you to pay money, and you did not go to your trial, you can ask the court to vacate (cancel) the judgment. To do so, file form SC-135, *Notice of Motion to Vacate Judgment and Declaration*, within 30 days* after the *Notice of Entry of Judgment* was handed or mailed to you. If the court denies your request, you have until 10 days from the date the notice of denial is mailed to file an appeal.

***Exception:** If the claim against you was not properly served, you have **180 days** from the date that you found out (or should have found out) about the judgment against you to file a request to cancel the judgment.

Unless you pay the judgment or file an appeal or a motion as discussed above, you must complete form SC-133, *Judgment Debtor's Statement of Assets*, and deliver it to the judgment creditor within 30 days after the clerk delivered or mailed *Notice of Entry of Judgment*.

Warning! If you do not deliver the completed form SC-133, the court can order you to pay attorney fees and impose other penalties.

If the court ordered the other side to pay you...

(continued)

- If the debtor **does** send you form SC-133, you can still have the debtor come to court to answer questions about income and property. To do so, file form EJ-125, *Application and Order for Appearance and Examination*. If item 9 on page 2 of this form says the judgment includes an amount "concerning consumer debt," file *Application and Order to Appear for Examination—Consumer Debt* (form EJ-141) instead of form EJ-125.
- To obtain the judgment debtor's financial records from another person or a company at a hearing, fill out form SC-107, *Small Claims Subpoena and Declaration*, take it to the small claims clerk to be issued, and then have it served.

Once you know about the judgment debtor's income and property, you can ask the sheriff to take that property to pay you. (Property that may be taken includes wages, bank accounts, automobiles, business property, and rental income.) To do this, fill out and ask the court clerk to issue form EJ-130, *Writ of Execution*. Then, take the form to the sheriff's office with a description of the debtor's property.

You can also put a lien on the judgment debtor's house or other real estate. To do this, fill out and ask the court clerk to issue form EJ-001, *Abstract of Judgment—Civil and Small Claims*. Then, take or mail form EJ-001 to the county recorder's office in the county where you think the debtor owns real property. If the judgment debtor sells, refinances, or buys real property in that county, your judgment should be paid from the debtor's funds.

After the judgment has been paid in full, you must fill out an *Acknowledgment of Satisfaction of Judgment* and file it with the court clerk. If an *Abstract of Judgment* has not been recorded, you may use form SC-290. If an abstract has been recorded, use form EJ-100.

Warning! If you do not file an *Acknowledgment of Satisfaction of Judgment*, you may have to pay the judgment debtor damages and a penalty.

You may need to pay fees to the court, the county recorder's office, or the sheriff for filing, issuing, and recording papers and doing the other things discussed above. Sometimes, you can ask the court to order the other side to repay you for these expenses.



Need help?

For free help, contact your county's small claims advisor:

Or go to <https://selfhelp.courts.ca.gov/small-claims-advisor>

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF PLACER**

CLERK'S CERTIFICATE OF MAILING (C.C.P. §1013a(4))

Case No.: T-SC-0002038

Case Name: Miller vs CSC Holdings dba Altice USA

I, the undersigned, certify that I am the clerk of the Superior Court of California, County of Placer, and I am not a party to this action.

I served copies of the document(s) indicated below:

• **SC-200 Notice of Entry of Judgment**

Electronically to:
(eService)

True copies of the document(s) were sent following standard court practices, ☐ via Interoffice mail, or, ☒ in a sealed envelope with postage fully prepaid, addressed as follows:

CSC Holdings/dba Altice USA c/o Corporation Service Company

2710 Gateway Oaks Dr #150N Sacramento CA 95833-3505

Brian Miller 10834 Silverfir Dr. Truckee CA 96161

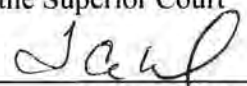
I am readily familiar with the court's business practices for collecting and processing correspondence for mailing; pursuant to those practices, these document(s) are delivered to:

- ☒ The US Postal Service
- ☐ UPS
- ☐ FedEx
- ☐ County Courier (Interoffice Mail)
- ☐ Dedicated Agency Pick-Up Basket
- ☐ Other: _____

on 5/19/2025 in Placer County, California.

JAKE CHATTERS
Clerk of the Superior Court

Dated: 5/19/2025

by: 
T. Cabral, Deputy Clerk

BACKGROUND

On December 18, 2024, defendant offered plaintiff a promotional rate of \$35 per month including taxes and fees for faster 1GB internet service for a one-year duration. In a series of phone calls that day, plaintiff accepted the offer and received an "account change" email confirming the accepted offer in detail. During one of the phone calls, defendant's representative attempted to "up sell" plaintiff to agree to acquire defendant's faster modem that was compatible with the faster service. Plaintiff already had a compatible modem and declined the upgraded modem offer. In the confirmation email verifying plaintiff's account changes to the promotional rate appeared "Installation Details" which stated that service will be installed on December 20, with a technician to arrive at plaintiff's residence between 8 a.m. and 11 a.m. that day." Plaintiff called again to inform defendant that there was no need for a technician, since he had a compatible modem. In the last call of the day, plaintiff received confirmation that the 1GB internet service was actually delivered that day. During the next morning on December 19th, plaintiff received another "account change" email from defendant which indicated that plaintiff's updated regular monthly charges were now \$93.68. Immediately thereafter, plaintiff and defendant embarked upon multiple days involving hours of phone calls and various emails which have culminated in the filing of the present case. As February 27, 2025, when plaintiff filed his last brief, plaintiff has not received the agreed upon rate for the \$35 per month with no taxes and fees promotional internet service which he had accepted on December 18, 2024.

PROCEDURAL HISTORY

Plaintiff sued Altice, USA, Inc. for \$9,589.22 in a Claim and Order filed in this matter on January 6, 2025. Plaintiff is seeking damages for breach of contract, punitive damages and injunctive relief/specific performance. On January 31, 2025, plaintiff filed a Request to Amend Party Name Before Hearing seeking to change the defendant party name to CSC HOLDINGS, LLC d/b/a/ ALTICE USA. This case came on regularly for hearing on February 19, 2025. Plaintiff appeared in person in the courtroom. Plaintiff did not call any independent witnesses. Plaintiff offered 46 documents to be admitted into evidence. Defendant appeared via Zoom by corporate supervisor, Leonard Montezdeoca. Defendant filed an unsigned Defendant's Trial Brief on February 13, 2025. No witnesses were called by the defendant to testify on defendant's behalf. Except for the defendant's briefs, no documents were offered into evidence by the defendant. Plaintiff and defendant's representative were administered the oath, and both testified. The litigants agreed that recordings of three phone conversations between plaintiff and defendant's representatives would be furnished to the court and by plaintiff to defendant, along with supplemental briefs from each side. Without objection by either side, all documents and the recordings to be adduced were admitted into evidence for all purposes. On February 27, 2025,

plaintiff filed a signed Supplemental Brief with documents attached, together with a memory stick containing PDF copies of the brief and documentary exhibits from the hearing. The memory stick also contains three WAV audio files for conversations between plaintiff and defendant's representatives which are identified as occurring on December 18, December 23 and December 27, 2024. On March 7, 2025, the defendant filed an unsigned Reply to Plaintiff's Supplemental Brief. By agreement of the parties, the matter was deemed submitted as of the date of the filing of the last brief on March 7, 2025.

EVIDENCE AND BRIEFS

Overview

The Court's comments and analysis herein are based on considering the respective exhibits and briefs, listening to the audio files of the three phone conversations between plaintiff and defendant's representatives, as well considering testimony received in open court. Some of plaintiff's exhibits are marked by plaintiff as Exhibits "A" through "F;" others are not individually identified by letter or number. The Court identifies plaintiff's exhibits consisting of 46 separate pages, cumulatively as Plaintiff's Exhibit "1," by page numbers assigned by the Court to each successive page as "court exhibit page numbers."

Plaintiff's Exhibits

Plaintiff's Exhibit 1 (court exhibit page number "1") is entitled "Optimum Business & Professions Violations" referencing Exhibits "A" through "H."

Referencing the "Exhibit "A" heading in Plaintiff's Exhibit "1," which corresponds to court exhibit page number 1 and covers 12/18/24, it states that: on 12/18/2024 Optimum offered \$35 per month for 1 GB internet speed with phone for 12 months. Plaintiff called to accept the offer. Plaintiff received written confirmation of the plan for \$35 per month (inclusive of taxes and fees) for the 1 GB speed for 12 months along with the 1GB service with phone. The 1 GB service with phone takes effect on the evening of 12/18/2024.

Plaintiff's Exhibit "1," court exhibit page number 2, is a statement for plaintiff's account number 077115-290614-01 which depicts service to be installed on 12/20/2024 at a net monthly sum of \$35.00 for "Updated Regular Monthly Charges." It says: "This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill." On the right side of this exhibit is a "12/18/24 Call Log" which lists four telephone calls totaling approximately 57

minutes showing 1 GB service actually delivered as of the last call that day. The Court observes that this exhibit demonstrates the ability of Optimum to initiate the requested service at the price and terms offered ahead of the stated installation time and without the need for a technician to come to plaintiff's location.

Plaintiff's Exhibit "1," court page numbers 3, 3A and 4 consist of a three-page email dated Wednesday, December 18, 2024, at 11:33 a.m. entitled "Confirmation of your recent Optimum service changes." At page 3, it states "your service will be installed on Friday, December 20, 2024 between 8 a.m. and 11 a.m." At page 3A, it shows charges and credits which result in "Updated Regular Monthly Charges of \$35.00." Court exhibit page number 3A notes a credit of \$1.00 for a "Paper Bill Convenience Fee" which indicates removal of a \$1.00 fee which would be charged to receive a paper bill in arriving at the \$35 monthly promotion on 12/18/24. This \$1.00 credit still appears on the bill the next day when defendant escalated the total monthly charges to \$93.28. The Court notes that the \$1.00 paper bill fee is added back in on the billings for 12/21/24-01/20/25 (court exhibit page numbers 26, 26A.) The court also notes that the \$1.00 paper bill fee continues to be charged on the billing for 2/21/25-3/20/25 (court exhibit page number 25). At court exhibit page number 4, it states not to reply to the email as the mailbox is unmonitored; you cannot unsubscribe from this type of communication; and rates and promotional credits subject to change or discontinuance at any time unless otherwise stated. Nowhere on court page numbers 3, 3A or 4 (the promotional offer acknowledgment email) is there any indication that taxes and fees were to be paid monthly or at all in addition to the \$35 per month rate.

Referencing the "Exhibit "B" heading in Plaintiff's Exhibit "1," which corresponds to court exhibit page number 5 and covers 12/19/24, it states that: on 12/19/2024, Optimum increases the plan charge from \$35 to \$93.28 per month. There are hours of calls to Optimum billing, with transfers and disconnections without resolution. Optimum says they no longer have the plan at that cost available. There was testimony about a 41-minute phone call on 12/19/2024, where plaintiff received conflicting representations without resolution and a promise for a return call the next day which did not occur. Plaintiff's Exhibit "1," court page number 5, contains a statement for plaintiff's account number 077115-290614-01 which depicts "Changes to your account" and a net monthly amount of \$93.28 of "Updated Regular Monthly Charges." It says: "This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill." Unlike the statement on Plaintiff's Exhibit "1," court page number 2, this document at court exhibit page number 5 shows a "Helpful Information" block at the bottom which states: "Visit optimum.com/terms for information about your new Optimum services, including our General Terms & Conditions of Service, Customer Privacy Notice, E-911 information for Optimum Phone

customers, Optimum's Open Internet Disclosure and more." On the right side of this exhibit is a "12/19/24 Call Log" which lists one telephone call with a duration of 41:51 minutes, noting that the representative spends tremendous time reviewing to report the promotion is no longer available.

Plaintiff's Exhibit "1," court exhibit page numbers 6, 6A and 7 consist of a three-page email dated Thursday, December 19, 2024, at 11:32 a.m. entitled "Confirmation of your recent Optimum service changes." This document contains charges and credits, which on their face, do not add up to the "Updated Regular Monthly Charges" of \$93.28. Court exhibit page number 7 states at the top: "This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill."

Plaintiff's Exhibit "C" consists of Plaintiff's Exhibit "1," and corresponds to court exhibit page numbers 8, 9, 10 and 11. Referencing the "Exhibit "C" heading in Plaintiff's Exhibit "1," court exhibit page number 1, which covers 12/20/24, it states that: on 12/20/2024, after tremendous effort and persistent escalation requests, Altice USA's Executive Relation's reviews then later that day provides an adjusted but still a higher cost plan. Breach of agreement remains unresolved. The testimony was that even at this higher level, there is no resolution to correct the price to the \$35 per month plan price. The updated monthly charge as of 12/20/2024, is now \$43.28 on court exhibit page numbers 8 and 11. Court exhibit page number 8 documents five calls on a 12/20/24 call log. Plaintiff's notes of the conversations indicate he was told: "You had a discount that did expire." In a subsequent conversation with defendant's representative, Crystal, she states she would assist to own the issue. Plaintiff documents a total of 155 minutes of calls plus four and a half hours of legal research and written correspondence with Crystal of Executive Relations, constituting a total claim of \$4,250 of plaintiff's daily damage for the day. Court exhibit page number 9 depicts email correspondence between plaintiff and Crystal at Altice on 12/20/2024 wherein Crystal offers a resolution at a still higher price than was offered in the promotion.. Court exhibit page numbers 10 and 11 depict the new bill with updated regular monthly charges of \$43.28. This bill as depicted in the exhibit does not contain a complete itemization of how the charges arrived at \$43.28 per month. Court exhibit page number 11 for the bill states: "This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill."

Referencing the "Exhibit "D" through Exhibit "G" heading in Plaintiff's Exhibit "1," which corresponds to court exhibit page number 1 and covers the period 12/23/24 - 12/27/24, it states that: 1) Altice, USA Executive Relations provides a second adjusted but still higher cost

plan. Breach of agreement remains unresolved; 2) Altice attempts another higher price bait-and-switch offer. Plaintiff again rejects all higher priced attempts, then receives an adjusted cost almost twice the confirmed amount; and 3) plaintiff sends a demand letter. There are referenced under this heading to Exhibits "D", "E" and "F." There is no separate reference to Exhibit "G."

Plaintiff's Exhibit "D" begins at court exhibit page number 12. This depicts an email of 12/23/24 with another offer of \$40 per month before taxes and fees (unspecified sums) for one year. Plaintiff documents a phone call lasting 22:09 minutes claiming daily damage of \$220.00 for the day. Court exhibit page number 13 depicts email messages from Crystal at Altice to plaintiff on 12/20/24 and 12/23/24, suggesting that setting up paperless billing would be applied to an adjusted promotion of \$40 per month, lowering the monthly payment to \$35 before taxes and fees. This still differs from the original promotion of \$35.00 per month including taxes and fees. Plaintiff's notation on the face of court exhibit page number 12 recites: "Altice calls, again attempting to provide a higher than agreed price, now \$40/mo and again we do not accept it, calling out the bait-and-switch tactic which led to another adjusted, yet higher than agreed upon price, further adding to the damages." The Court notes that both email messages on court exhibit page 13 recite the now quoted monthly rate as "before taxes and fees."

Plaintiff's Exhibit "E" consists of court exhibit page numbers 14 through 17. These pertain to applying a \$15.00 credit for an outage. Plaintiff documents a phone call with Altice Supervisor - Executive Customer Relations, Tom Hagzan, who quotes \$55 per month when it should be \$35 per month. Plaintiff notes daily damage of \$240.00 in an item on court exhibit page number 14. Court exhibit page number 15 consists of an email with the subject: "Regarding your Optimum escalation" to plaintiff from Tom Hagzan following the call on 12/23/24. The email references plaintiff's concerns and the discrepancies in pricing, noting: "We will engage the Sales leadership team which we work with here at the corporate office for next steps and follow up with you as soon as possible." The Court notes how this supervisory level person still defers to the Sales leadership team before committing to any resolution. Court exhibit numbers 16 and 17 indicate a credit for the \$15.00 for "Internet + Mobile Savings" on a statement with updated monthly charges of \$58.28 in an email from Altice to plaintiff on 12/23/24. This bill as depicted in the exhibit does not contain a complete itemization of how the charges arrived at \$58.28 per month. Court exhibit page number 17 for the bill states: "This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill."

Plaintiff's Exhibit "F" begins at court exhibit page number 18. This references an email message from defendant's representative, Crystal Benavidez, shown in court exhibit page number 19 from Altice to plaintiff on 12/27/24 at 1:24 p.m. "Regarding your Optimum Escalation."

Plaintiff documents \$680.00 in daily damage on court exhibit page number 18, noting that the pricing is adjusted higher and offset by a credit to be applied to reduce the monthly charge to \$35 (before taxes and fees), still different than that which was offered originally and accepted by plaintiff. Crystal's actual email message also appears in court exhibit page number 19 reciting in part: "Optimum reviewed your concern, and applied a total credit in the amount of \$240 for the difference of the current monthly rate of \$55 (before taxes and fees) for 1gb Internet and home phone and the offer of \$35 (before taxes and fees) proposed on 12/18/24. I will also ask our Legal Department for an exact date (propose 1/2/25) on when to expect a follow up from them in regards to your demand letter." The Court notes that this email recites \$35 (before taxes and fees) as the proposal on 12/18/24. Plaintiff's testimony and court exhibit numbers 2, 3, 3A and 4 show that the 12/18/24 promotion was for \$35 per month *including taxes and fees*. Plaintiff's note on the face of court exhibit number 18 recites that "Altice calls to fix more mistakes and provide 'final resolution' but again adjusts to a higher pricing which now stands at \$56 per month Credit is issued which we reject as a solution. We require the \$35 per month plan as agreed to in Exhibit A, not a band aid credit's that still fall sort of the agreement." The bill apparently went from \$55 to \$56 per month by defendant then adding in \$1.00 per month for a paper bill convenience fee. The Court notes from the Court listening to the conversation between plaintiff and defendant's representative, Crystal Benavidez, on December 27, 2024, that Crystal told the plaintiff that he was never qualified to receive the \$35 promotional offer. Additionally, Crystal stated: "We acknowledge, yes, we offered you this promotion. Yes, we did not uphold it, and this is how we can resolve it." The evidence from the conversation WAV file and the email message referenced in court exhibit numbers 18 and 19 constitute clear and convincing evidence to the Court of defendant: 1) admitting that the defendant confirmed the existence of the \$35 per month promotion as described by plaintiff; 2) admitting the defendant did not uphold it; and 3) dictating to the plaintiff a purported resolution different from and inferior to the original \$35 per month promotion.

Plaintiff's Exhibit "G" consists of court exhibit page numbers 20, 21, 21A, 22 22A 23 23A, 24, and 24A. Court exhibit page number 20 summarizes plaintiff's demand letter contents for reimbursement of \$7,600 reflecting the time and resources plaintiff claims for dealing with the situation. It notes that the Altice legal department is considering it and will respond after the holiday period. The balance of the documents in Exhibit "G" contain the Demand letter email of 12/23/24 (court exhibit numbers 21 and 21A), the original promotion offer and a series of emails from Altice's representative, Crystal Benavidez, one on 12/20/24 and one on 12/23/24 referencing her activities in addressing plaintiff's concerns. The emails describe how the monthly rate of \$35 is achieved by applying credits (before taxes and fees). This result is not what was originally offered to and accepted by plaintiff in that taxes and fees are still payable by plaintiff on top of the \$35 monthly rate.

Referencing the "Exhibit "H" heading in Plaintiff's Exhibit "1," court exhibit page number 1, which is entitled: "ONGOING," it states that: Altice, USA continues to bill at the higher price monthly total cost of \$59.28 instead of \$35.00 remains to date. Plaintiff's "Exhibit "H" consists of court exhibit page numbers 25, 26, 26A, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39.

Court exhibit page number 25 shows plaintiff's current billing for the period 2/21/25 - 3/20/25 as of the date of the hearing. The total monthly charge is \$56.00, without tax and now including \$1.00 added for a paper bill convenience fee. Total taxes, fees and other charges are indicated at \$4.60 for the billing period. This sum differs from what was originally offered to and accepted by plaintiff. Plaintiff's note on the face of court exhibit page number 25 states: "Altice continues to bill at the higher price. Monthly cost remains to date instead of \$35.00 as agreed."

Court exhibit page numbers 26 and 26A show monthly charges of \$55.00 for the 12/21/24 - 1/20/25 billing period, plus \$4.28 for taxes, charges and fees (including the \$1.00 paper bill convenience fee) for a total bill of \$59.28. At the bottom of the bill on court exhibit number 26A, there is additional language: "Billing information: You're billed each month in advance for the next month's services. Rates subject to change or discontinuance. Service cancellations are effective on the last day of the then current billing period. Promotion credit subject to change or discontinuance without notice. If expiration date shown, credit remains through date if current service levels maintained. For more details, visit optimum.com/terms-of-service/residential." The bill now references conditions which appear to apply to the expiration date of 8/20/2025 for the \$10.00 item named "Internet Savings."

Court exhibit page numbers 27 and 28 list legal actions taken in other states against Altice for truth in advertising violations and customer service complaints, along with adverse reputation references found in public sources. In court exhibit page numbers 29 through 33, plaintiff, item-by-item, disputes the averments in Altice's trial brief with plaintiff's counter assertions. In court exhibits numbered 34 and 35, plaintiff cites to California Business Professions Code section 17500 and Civil Code section 1770. In court exhibit page number 36, plaintiff lists costs claimed totaling \$1,061.95, which includes \$429.00 for professional services. In court exhibit page number 37, plaintiff lists charges and credits showing that defendant owes plaintiff \$12.00 (apparently for the improper charges for \$1.00 monthly paper bill convenience fees). In court exhibit page number 38, plaintiff documents activities giving rise to plaintiff's claim for \$3,175.00 for damages related to deceptive practices, breach, and negligence caused by defendant. In court exhibit page number 39, plaintiff calculates punitive damages of \$6,371.70 and shows the total amount claimed to be due plaintiff as \$10,620.65. The Court notes plaintiff's claim and order filed on January 6, 2025, with plaintiff's signature under penalty of perjury, states: "The plaintiff claims the defendant owes \$9,589.22."

Defendant's Trial Brief

Defendant's brief describes multiple phone calls by plaintiff with multiple representatives who handled defendant's customer interface operations. At page two, lines 12 through 15, the brief describes that plaintiff had cancelled a technician visit since his modem was capable of handling the increased internet speed which had been ordered. It states that defendant's technical support representative accidentally cancelled the entire pending order, which inadvertently caused plaintiff's land line to remain on his account, thereby increasing his monthly payment to above the promotional rate. The Court regards this as the seminal event which precipitated the events and happenings resulting in the present lawsuit. On page three at lines 17 through 18, defendant's representatives learned that plaintiff had not been advised of the \$5 autopay/paperless fee which increased the promotions. \$35 monthly to \$40. On page 3 at lines 23 through 25, it states that after the monthly rate discrepancy was resolved on December 23, 2024, an Altice representative inadvertently removed the rate code from plaintiff account, causing his monthly rate to increase to \$55. Thereafter, a \$240 credit was applied to plaintiff's account to offset 12 months at \$20 per month and reduce the effective monthly rate to \$35.00. The Statement of Facts ends at page four lines 1 through 3 where it states there are no further issues and at the time of the hearing the credits are being applied such that plaintiff is receiving a monthly rate of \$35 *before taxes and fees* as was promised. The Court observes that the defendant's assertion "\$35 before taxes and fees as was promised" is not accurate. At page 4, lines 18 through 26, it is asserted that plaintiff is responsible for the events and happenings which have culminated in this litigation with the remark: "While human error did initially cause issues with plaintiff receiving the promotional rate (ironically, because plaintiff himself mistakenly initiated a call on December 18 asking why a change had not taken place two days prior to the date the change was to be effective), Altice promptly applied credits to plaintiff's account to ensure that he would receive the promised rate of \$35 per month, and the rate issues were resolved within 10 days of plaintiff's request for a change of service without plaintiff having incurred any expense related to said errors. The Court notes that the evidence shows that the issues were not resolved correctly.

Defendant asserts that plaintiff was provided a \$10 credit – which he accepted – as a gesture of goodwill to compensate him for his time on the telephone and an innocent mistake. The Court notes that nowhere does any \$10.00 "settlement credit" appear in the documentary evidence. On the promotional offer court exhibit number 3A (promotion offer) there is a credit entry of \$10 labeled "internet savings." This same credit is continued on court exhibits 6A and 26. On exhibit 26, it states that the internet savings is effective until 8/20/2025. Defendant offered no explanation for this expiration date. This \$10 credit cannot be a settlement credit, since it was carried forward consistently from the date of the promotion which was accepted on 12/18/24. It is defendant's burden to produce any credible evidence, i.e., even a phone

conversation, or any documents, to prove the assertion about the \$10 credit and settlement. The defendant produced no evidence which would tend to prove the credit and settlement arrangement occurred. The defendant was in a superior position to offer such evidence. The Court finds on the basis of clear and convincing evidence from all of the testimony and evidence received that there was no such credit and settlement arrangement between defendant and plaintiff.

Defendant urges further that plaintiff was provided with his upgraded internet speeds two days earlier than initially scheduled. The Court finds that this happening simply moved up the date by which the one-year promotion would be measured. The "installation date" was pertinent only to the time when a technician would have installed a suitable modem to enable the service. Since plaintiff already possessed a functioning suitable modem, the actual "installation date" of the service occurred when defendant's technical processes were implemented by remote programming to activate the higher 1GB internet speed. The evidence shows that the 1GB speed went active on December 18, 2024, and the one-year promotional period would begin on that date.

At page 5, lines 21 through 26, defendant opines: "While Altice did not intend for human error to complicate the change of service requested by plaintiff, Altice took prompt action to remedy those errors such that plaintiff suffered no legally cognizable financial injury and was provided with the promised service at the promised rate." The Court notes that the evidence now is clear and convincing to the contrary. Defendant's brief then addresses plaintiff's claimed damages, citing case authorities which indicate that plaintiff is not entitled to any damages. Defendant asserts that imposing an award of damages for the time one spends speaking with customer service representatives regarding services that they are purchasing would subject a business to essentially unavoidable liability. The Court notes from court exhibit page number 38 that plaintiff does not claim damages for time involved on December 18, 2024, in arranging for the implementation of the internet promotion. Plaintiff's damages are asserted beginning on December 19, 2024, when plaintiff learned that the bill inexplicably had escalated to \$93.28 per month. Defendant concludes that there is no case which defendant could locate awarding a customer damages for the time on the phone resolving a dispute. Defendant requests a dismissal of the lawsuit.

Plaintiff's Supplemental Brief

Plaintiff addresses what plaintiff regards as essential excerpts from recordings which support key arguments in pages 2 through 4. In pages 5 through 11, plaintiff presents final argument which reasserts many of plaintiff's points which are evident in plaintiff's exhibits. Plaintiff's Exhibit "A" to the brief is an email which reflects the service outage credit referenced in plaintiff's court exhibit number 15. Plaintiff's Exhibit "B" website image dated June 14, 2022, is

substantially the same as the one viewed by the Court during its perusal of the website. The Exhibit "B" second document dated June 14, 2022, establishes the relationship between the Suddenlink and Optimum entity succession and a change in the arbitration terms.

Defendant's Reply to Plaintiff's Supplemental Brief

Defendant addresses additional evidence and new argument presented in plaintiff's brief. Defendant asserts on page 1 at lines 24 through 27, that plaintiff was promised a rate of \$35 per month for his internet service, that human error caused complications with implementing that promised rate and that defendant promptly took actions to resolve the issue to avoid further complications for the promised rate over a 12-month period. Throughout the rest of the brief, defendant maintains that plaintiff is discontent with the credits approach, rather than being able to see that his monthly rate is now \$35, contending that plaintiff does not demonstrate any material difference between the two. Defendant, at page two, lines 19 through 28 and continuing to page three, line 1, asserts that plaintiff accepted the \$240 credit as a settlement. The Court notes that at page 3, lines 1 through 2, defendant asserts: "Plaintiff can only recover monetary damages which would be a credit or cash payment – exactly what was done months ago." This assertion is not entirely accurate. Defendant cites two cases which were cited in defendant's trial brief and argues that plaintiff has no legal basis for damages. Defendant challenges plaintiff's claim of \$10 per minute damages claim is absurd on its face. Defendant reiterates that plaintiff is receiving what he bargained for, i.e., 1 gigabyte internet service at \$35 per month for a twelve-month period. Defendant again requests that the case be dismissed.

LEGAL AUTHORITY AND DISCUSSION

In cases filed in the small claims court, no formal pleadings other than the claim and notice are required. (See Code of Civil Procedure section 116.310). Actions are heard and determined informally, "the object being to dispense justice promptly, fairly and inexpensively. (Code of Civil Procedure section 116.510). The small claims court is vested with broad powers pursuant Code of Civil Procedure section 116.520(c) to consult witnesses informally and otherwise investigate the controversy with or without notice to the parties. In the present case, the Court did some cursory online research to corroborate the issues raised in plaintiff's court exhibit numbers 26 and 27. The Court visited the defendant's website as indicated below. The Court has contained its analysis to considering the testimony of the parties, a careful reading of all documentary evidence, listening to the phone call recordings and considering the arguments and pertinent legal authorities in the briefings submitted by the parties. Judgment may be rendered and orders made concerning the time for payment and other matters that the court considers just and equitable. (Code of Civil Procedure sections 116.610(a), 116.620(a)).

If a party provides weaker evidence when it could have provided stronger evidence, the evidence provided may be distrusted by the trier of fact. Evidence Code §412 provides: “If weaker and less satisfactory evidence is offered when it was within the power of the party to produce stronger and more satisfactory evidence, the evidence offered should be viewed with distrust.” This is a permissible inference. (3 Witkin, California Evidence (4 ed. 2000) section 114, p. 153.) In the present case, the defendant appeared through a designated representative who was unable to articulate in detail any personal familiarity with all the facts and circumstances surrounding the events and happenings which have led up to the present lawsuit. The defendant did not call any witness or person most knowledgeable to testify about these topics. The only documentary evidence submitted by the defendant consisted of the two briefs of the defendant which were presented and filed with the court. Defendant presumably had its own recordings of every telephone conversation which took place between plaintiff and defendant’s representatives but did not produce the recordings or testimony of defendant’s representatives who were in the conversations. Defendant offered weaker and less satisfactory evidence when it was within the power of the defendant to produce stronger and more satisfactory evidence. It is defendant’s burden to plead and prove the requisite elements of Civil Code section 1784 (*discussed infra*) in order to seek to establish any defenses to plaintiff’s claims. After considering the paucity of evidence from the defendant, each side’s testimony, all of the exhibits and each side’s briefing and argument, the Court finds that the defendant’s evidence is to be viewed with distrust, and defendant has failed to meet its burden to be entitled any benefits of Civil Code section 1784 for the defendant in this case.

Evidence Code §413 provides: “In determining what inferences to draw from the evidence or facts in the case against a party, the trier of fact may consider, among other things, the party’s failure to explain or to deny by his testimony such evidence or facts in the case against him, or his willful suppression of evidence relating thereto, if such be the case.” “The rule of [present Evidence Code §413] ... is predicated on common sense, and public policy. The purpose of a trial is to arrive at the true facts. A trial is not a game where one counsel safely may sit back and refuse to produce evidence where in the nature of things his client is the only source from which that evidence may be secured. *A defendant is not under a duty to produce testimony adverse to himself, but if he fails to produce evidence that would naturally have been produced he must take the risk that the trier of fact will infer, and properly so, that the evidence, had it been produced, would have been adverse.*” (*Williamson v. Superior Court of Los Angeles County* (1978) 21 Cal.3d 829, 836, fn.2, original italics.)

Plaintiff accepted the promotion for \$35 with no taxes or fees on 12/18/24. Plaintiff informed defendant’s representatives that he did not need a technician to come to plaintiff’s location, since plaintiff already had a compatible modem to process the 1GB higher internet speed. This information is asserted by defendant as “human error” of defendant’s technical

support representative in accidentally canceling the entire pending order, which inadvertently caused plaintiff's land line to remain on his account, thereby increasing his monthly payment to above the promotional rate. The defendant neither identified nor brought the technical representative to trial to testify. On 12/19/24, plaintiff was informed by defendant's representative that the promotion is no longer available. The defendant offered no witness or evidence to explain why this occurred. Then defendant claims that the monthly rate discrepancy was resolved on 12/23/24, and afterward, an Altice representative inadvertently removed the rate code from plaintiff's account, causing plaintiff's monthly rate to increase to \$55. Again, defendant neither identified nor brought this representative to trial to testify. Court exhibit page numbers 12 and 15 refute the assertion that the matter was resolved by virtue of each exhibit dated 12/23/24 showing that the adjusted monthly rate was "before taxes and fees." The promotion which plaintiff had accepted was \$35 per month *including taxes and fees*. The dispute continues to 12/27/24 when defendant's representative writes in the document which is court exhibit page number 19 that plaintiff's issues are now resolved with a lump sum \$240 credit (\$20 per month x 12 months) being applied to plaintiff's account to offset the \$55 monthly rate (before taxes and fees) to \$35 (before taxes and fees). In the meanwhile, defendant adds a \$1.00 paper bill convenience fee, resulting in the monthly billing being \$36 (before taxes and fees). This result does not match the original accepted promotion deal as depicted in court exhibits numbered 3, 3A, 4, 23 23A and 24. Rather, it is carried forward as depicted in the future billings in court exhibits numbered 25, 26 and 26A.

Defendant's consistent conduct in deviating from the accepted promotion belies there being "human error" on the part of defendant's representatives, who are sometimes referred to as the Sales Leadership Team (see court exhibit page number 15 - authored by Thomas Hagzan, Supervisor, Executive Customer Relations) or Executive Customer Relations (see Crystal Benavidez multiple emails, i.e. court exhibit page number 13, etc.) Notably, neither of these individuals were brought forward by defendant to testify concerning defendant's policies and procedures, including being available for cross-examination. Based on the *res gestae* of the conduct on the part of defendant's representatives, the court finds that testimony from defendant's representatives identified above, had it been produced, would have been adverse." See (*Williamson v. Superior Court of Los Angeles County* (1978), *supra*, 21 Cal.3d at p. 836, fn.2.)

Code of Civil Procedure section 116.225 provides:

"An agreement entered into or renewed on or after January 1, 2003, establishing a forum outside of California for an action arising from an offer or provision of goods, services, property, or extensions of credit primarily for personal, family, or household purposes that is otherwise within the jurisdiction of a small claims court of this state is contrary to public

policy and is void and unenforceable.”

Defendant’s website at <https://www.optimum.com/terms-of-service> contains a link to an 18-page recitation of Residential General Terms and Conditions of Service pertaining to plaintiff’s account. Based on the testimony and state of the evidence, the Court finds that plaintiff opted out of the Arbitration provision in paragraph 24 of the terms and conditions. The Court notes that paragraph 25 states: “Governing Law. Subject to Section 24.h above, this Agreement shall be governed by the laws of the state of New York.”

Code of Civil Procedure section 116.225 applies in this case. In addition, defendant as an internet service provider, is subject to the rules and applicable tariffs as established by the California Public Utilities Commission (CPUC). Defendant has not objected to the hearing going forward in California. Defendant cites only California cases in the defendant’s briefs. Based on the application of Code of Civil Procedure section 116.225, paragraph 25 in the Residential General Terms and Conditions of Service pertaining to plaintiff’s account and mandating that the law of the state of New York govern this case is hereby found by the Court to be *void and unenforceable*.

The Consumer Legal Remedies Act (CLRA) (Civil Code sections 1750 - 1784)

The testimony and evidence in this case show that plaintiff sought the internet and telephone services from the defendant for personal, family or household purposes. Plaintiff cites Civil Code section 1770, subd. (a) which provides: “The unfair methods of competition and unfair or deceptive acts or practices listed in this subdivision undertaken by any person in a transaction intended to result or that results in the sale or lease of goods or services to any consumer are unlawful: (9) Advertising goods or services with intent not to sell them as advertised.” In addition, the Court notes the pertinent paragraph (a)(13) which provides: “Making false or misleading statements of fact concerning reasons for, existence of, or amounts of, price reductions.” The CLRA has been in effect in California for over the last half century. The Act applies to all agreements for the sale or lease of goods or services to any consumer who seeks or acquires the goods of services for personal, family or household purposes. (Civil Code sections 1761, 1770.)

The Implied Covenant of Good Faith and Fair Dealing

“There is an implied covenant of good faith and fair dealing in every contract that neither party will do anything which will injure the right of the other to receive the benefits of the agreement.” *Comunale v. Traders & General Ins. Co.* (1958) 50 Cal.2d 654, 658, internal citation omitted.) “ ‘ “Every contract imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement.” ’ The covenant of good faith finds particular

application in situations where one party is invested with a discretionary power affecting the rights of another. Such power must be exercised in good faith.” (*Carma Developers (Cal.), Inc. v. Marathon Development California, Inc.* (1992) 2 Cal.4th 342, 371–372, internal citations omitted.) “When one party to a contract retains the unilateral right to amend the agreement governing the parties’ relationship, its exercise of that right is constrained by the covenant of good faith and fair dealing which precludes amendments that operate retroactively to impair accrued rights.” (*Cobb v. Ironwood Country Club* (2015) 233 Cal.App.4th 960, 963.) “The covenant of good faith and fair dealing, implied by law in every contract, exists merely to prevent one contracting party from unfairly frustrating the other party’s right to receive the *benefits of the agreement actually made*. The covenant thus cannot “ ‘be endowed with an existence independent of its contractual underpinnings.’ ” It cannot impose substantive duties or limits on the contracting parties beyond those incorporated in the specific terms of their agreement.” (*Guz v. Bechtel National, Inc.* (2000) 24 Cal.4th 317, 349–350, original italics, internal citations omitted. “The implied covenant of good faith and fair dealing rests upon the existence of some specific contractual obligation. ‘The covenant of good faith is read into contracts in order to protect the express covenants or promises of the contract, not to protect some general public policy interest not directly tied to the contract’s purpose.’ ... ‘In essence, the covenant is implied as a supplement to the express contractual covenants, to prevent a contracting party from engaging in conduct which (while not technically transgressing the express covenants) frustrates the other party’s rights to the benefits of the contract.’ ” (*Racine & Laramie, Ltd. v. Department of Parks & Recreation* (1992) 11 Cal.App.4th 1026, 1031–1032, internal citations omitted.) “Although breach of the implied covenant often is pleaded as a separate count, a breach of the implied covenant is necessarily a breach of contract.” (*Digerati Holdings, LLC, supra*, 194 Cal.App.4th at p. 885.) “ ‘[B]reach of a specific provision of the contract is not ... necessary’ to a claim for breach of the implied covenant of good faith and fair dealing.” (*Thrifty Payless, Inc. v. The Americana at Brand, LLC* (2013) 218 Cal.App.4th 1230, 1244.)

“ ‘It is universally recognized the scope of conduct prohibited by the covenant of good faith is circumscribed by the purposes and express terms of the contract.’ Violation of an express provision is not, however, required. ‘Nor is it necessary that the party’s conduct be dishonest. Dishonesty presupposes subjective immorality; the covenant of good faith can be breached for objectively unreasonable conduct, regardless of the actor’s motive.’ ‘A party violates the covenant if it subjectively lacks belief in the validity of its act or if its conduct is objectively unreasonable. [Citations.] In the case of a discretionary power, it has been suggested the covenant requires the party holding such power to exercise it “for any purpose within the reasonable contemplation of the parties at the time of formation—to capture opportunities that were preserved upon entering the contract, interpreted objectively.” ’ [¶] ‘The issue of whether the implied covenant of good faith and fair dealing has been breached is ordinarily “a question of fact unless only one inference [can] be drawn from the evidence.” ’ ” (*Moore v. Wells Fargo Bank, N.A.* (2019) 39 Cal.App.5th

280, 291–292, internal citations omitted.)

Reference is again made to defendant’s website and defendant’s 18-page recitation of Residential General Terms and Conditions of Service pertaining to plaintiff’s account. In reviewing this document, the Court finds it to be an adhesion contract. Among various other features, it contains provisions granting the defendant discretionary powers affecting the rights of the plaintiff, i.e. “rates and promotional credits being subject to change or discontinuance at any time,” as set forth in court exhibit number 4.

The authority cited above mandates that such discretionary powers must be exercised in good faith. The covenant of good faith and fair dealing exists to prevent one contracting party from unfairly frustrating the other party’s right to receive the benefits of the agreement actually made. Defendant’s conduct in failing and refusing to honor the promotional agreement which was accepted by plaintiff on 12/18/24, is deeply imbued with unfairness. Defendant recites one mistake after another committed by defendant’s representatives in the handling of plaintiff’s account. Nonetheless, defendant continues to defy the terms of the promotional terms by charging more than the promotion promised, along with indiscriminately and inexplicably continuing to charge plaintiff more than what plaintiff agreed to with the promotion, even during the present litigation. The Court finds that the evidence is clear and convincing that the defendant concocted the charge-more-and-issue-a-credit arrangement to create an illusion of being fair and honoring the promotion. In reality, defendant could have made the monthly rate any sum it wanted to and given a credit for all but \$20 of that rate and had an identical set up to what is on stage now. The pertinent credit arrangement, based on the statements furnished by the plaintiff (see court exhibit page numbers 25, 26 and 26A) allows the defendant to automatically collect the taxes, fees and the paper bill convenience fee over and above the \$35 monthly fee that was promised in the promotion. The Court can draw only one inference that being defendant’s conduct is a breach of the implied covenant of good faith and fair dealing. Additionally, the Court finds that by clear and convincing evidence, plaintiff has proven that defendant has violated Civil Code section 1770(a)(9) - Advertising goods or services with intent not to sell them as advertised, and violated Civil Code section 1770(a)(13) - Making false or misleading statements of fact concerning reasons for, existence of, or amounts of, price reductions.

Novation

Defendant claims that plaintiff, by allegedly “accepting” the credits arranged on plaintiff’s account, has settled the case. This assertion is contrary to the evidence reviewed by the Court. Plaintiff insisted continually that what defendant offered was unacceptable and inconsistent with the terms of the promotion which plaintiff had accepted on 12/18/24.

“A novation is a substitution, by agreement, of a new obligation for an existing one, with intent to extinguish the latter. A novation is subject to the general rules governing contracts and requires an intent to discharge the old contract, a mutual assent, and a consideration.” (*Klepper v. Hoover* (1971) 21 Cal.App.3d 460, 463.) It is clear and the court is convinced by the evidence, punctuated by the existence of this lawsuit, that plaintiff has never expressed an intent to extinguish his rights to receive the exact terms of the promotional offer which he had accepted. Defendant offers no evidence of any consideration to support the existence of any novation. Mere assertion by the defendant that the matter was settled by virtue of plaintiff’s acquiescence in continuing to receive the internet service via defendant’s credit arrangement for payment was not a bargain struck by plaintiff to supplant the original promotion. It was defendant’s ultimatum to take it or leave it. Plaintiff protested this arrangement consistently and instituted the present case seeking to enforce plaintiff’s rights to receive the benefits of the promotion which he had accepted. As discussed *supra*, defendant failed to prove the existence of an alleged \$10 credit to plaintiff’s account in satisfaction plaintiff’s claimed damages.

Injunctive Relief / Specific Performance

Plaintiff requests injunctive relief/specific performance. (See court exhibit number 39). The small claims court may order equitable remedies. Injunctive relief is largely within discretion of trial court, considering inadequacy of damages to plaintiff, as well as harm to defendant. (*Smith v. Mendonsa* (1952) 108 Cal.App.2d 540, 543-44.) Specific performance is granted only when money damages are inadequate. (*Palo Alto-Menlo Park Yellow Cab Co. v. Santa Clara County Transit Dist.* (1976) 65 Cal.App.3d 121, 132-33.) The Court finds that under the facts and circumstances found which are pertinent to this case, injunctive relief and specific performance are inappropriate and that an award of damages is appropriate.

Damages

Plaintiff is not entitled to claim compensation for time involved in researching or preparing this case for filing. Such compensation for that time involvement would be in the nature of attorney fees which are not allowed to be compensated to litigants in the initial small claims trial court proceedings, since each litigant is deemed to be self-represented. Plaintiff’s damages emanate solely from his attempts to obtain the promised promotional rate and terms during the sequence of communications and events prior to the filing of this lawsuit.

Civil Code section 1780 provides as follows:

- (a) Any consumer who suffers any damage as a result of the use or employment by any person of a method, act, or practice declared to be unlawful by Section 1770 may bring an

action against that person to recover or obtain any of the following:

- (1) Actual damages, but in no case shall the total award of damages in a class action be less than one thousand dollars (\$1,000).
- (2) An order enjoining the methods, acts, or practices.
- (3) Restitution of property.
- (4) Punitive damages.
- (5) Any other relief that the court deems proper.

The CLRA does not define “actual damages” in the context of common law fraud, but California courts have defined “actual damages” to mean “those which compensate someone for the harm from which he or she has been proven to currently suffer or from which the evidence shows he or she is certain to suffer in the future.” (*Saunders v. Taylor* (1996) 42 Cal.App.4th 1538, 1543.) The requirement that a consumer suffer “any damage” as a precondition to bringing an action for damages under the Act does not require that the consumer suffer a pecuniary loss (as listed in Civil Code section 1770), but some kind of damage must result. (*Meyer v. Sprint Spectrum L.P.* (2009) 45 Cal.4th 634, 641.) The measure of damages for breach of contract is the amount which will compensate plaintiff for all detriment proximately caused by the breach or which, in the ordinary course of things, would be likely to result from the breach. (California Civil Code, section 3300.) Damages for breach of contract ordinarily include all amounts necessary to place plaintiff in same position as if breach had not occurred. (*Applied Equip. Corp. v. Litton Saudi Arabia, Ltd.* (1994) 7 Cal.4th 503, 515.) A plaintiff must still show not only that a defendant’s conduct was deceptive but that the deception caused them harm. Plaintiffs who make CLRA claims sounding in fraud must establish that they actually relied on the relevant representations or omissions. (*Buckland v. Threshold Enterprises, Ltd.* (2007) 155 Cal.App.4th 798, 809-811, disapproved on other grounds in *Kwikset Corp. v. Superior Court* (2011) 51 Cal.4th 310.) Although intent or good faith is not relevant in determining whether an act is lawful, the seller is not liable for damages when it can prove that the violation was unintentional and resulted from a bona fide error despite the use of reasonable procedures adopted to avoid such errors, and makes appropriate rectification.

Civil Code section 1784 provides:

“No award of damages may be given in any action based on a method, act, or practice declared to be unlawful by Section 1770 if the person alleged to have

employed or committed such method, act, or practice (a) proves that such violation was not intentional and resulted from a bona fide error notwithstanding the use of reasonable procedures adopted to avoid any such error and (b) makes an appropriate correction, repair or replacement or other remedy of the goods and services according to the provisions of subdivisions (b) and (c) of Section 1782.”

Defendant bears the burden of proving defendant’s compliance with Civil Code section 1784, subdivisions (a) and (b) by a preponderance of the evidence. Defendant urges the Court to accept that plaintiff is responsible for spawning a comedy of errors. In its trial brief, defendant asserts: “While human error did initially cause issues with plaintiff receiving the promotional rate (ironically, because plaintiff himself mistakenly initiated a call on December 18 asking why a change had not taken place two days prior to the date the change was to be effective)...” At page 5, lines 21 through 26, defendant opines: “While Altice did not intend for human error to complicate the change of service requested by plaintiff, Altice took prompt action to remedy those errors such that plaintiff suffered no legally cognizable financial injury and was provided with the promised service at the promised rate.” The Court finds neither of these assertions to be credible and accurate.

Defendant first asserts in its trial brief that its technical support representative accidentally cancelled the entire pending order, which inadvertently caused plaintiff’s land line to remain on his account, thereby increasing his monthly payment to above the promotional rate. Plaintiff’s evidence shows that shortly thereafter defendant’s representatives told plaintiff that the promotion which plaintiff accepted had expired. Then defendant’s trial brief states that after the monthly rate discrepancy was resolved on December 23, 2024, an Altice representative inadvertently removed the rate code from plaintiff account, causing his monthly rate to increase to \$55.

A plaintiff must still show not only that a defendant’s conduct was deceptive but that the deception caused them harm. Plaintiffs who make CLRA claims sounding in fraud must establish that they actually relied on the relevant representations or omissions.

Because the defendant originally honored the promotion and programmed the billing mechanism to bill \$35 including taxes and fees for the contracted service, it could certainly do it again. The facts drive the outcome. The defendant offers no explanation why it could not have simply reinstated the deal which was extinguished by the technician allegedly closing out the order. There is a fine line between can’t and won’t. Instead of simply re-activating the original promotion by whatever means was necessary, defendant initiated a gauntlet of calisthenics for plaintiff to navigate. Defendant’s artificial credit/offset arrangement was designed to build in an automatic payment escalation to a higher monthly rate upon dissipation of the credit. The

evidence clearly shows it was not a settlement or novation. It required plaintiff to pay a higher monthly payment along the way in order to obtain the benefit of the bargain which had been accepted by plaintiff before. The Court finds by clear and convincing evidence that this is not an equivalent outcome, and it was not accepted by plaintiff. Plaintiff's acquiesce is not acceptance. In order to have any internet at all with defendant being the dominant if not only internet resource available, plaintiff was in a classic adhesion contract situation. Plaintiff did not sign up for the promotion for the sake of having to fight to try to keep it and ultimately have to sue to enforce compliance. The Court finds by clear and convincing evidence that: 1) deception by the defendant caused, and as of the time of the filing of the last brief in this case, was continuing to cause plaintiff financial harm; and 2) that plaintiff actually relied on the relevant representations or omissions.

The CLRA requires compliance with Civil Code section 1782(b) which provides:

"Except as provided in subdivision (c), no action for damages may be maintained under Section 1780 if an appropriate correction, repair, replacement, or other remedy is given, or agreed to be given within a reasonable time, to the consumer within 30 days after receipt of the notice."

On December 23, 2024, plaintiff emailed a detailed demand letter to the defendant's representative with whom he had been dealing, Crystal Benavidez. (See court exhibit page numbers 21 through 24(a)). Receipt of the demand letter was acknowledged by defendant in return emails. It was stated that the demand letter had been forwarded to "legal." On January 6, 2025, plaintiff filed the present case. More than 30 days elapsed between the time of the sending of the demand letter and January 31, 2025, when plaintiff amended the claim and order to name CSC Holdings, LLC d/b/a/ Altice USA as the defendant. In any event, defendant has not objected to this case going forward for lack of compliance with Civil Code section 1782. Defendant's appointed representative appeared via Zoom at the trial on February 19, 2025, without interposing any objection based on noncompliance. The defendant filed a Trial Brief for the trial without objecting to the trial going forward for any reason whatsoever. The defendant filed a Defendant's Reply to Plaintiff's Supplemental Brief on March 7, 2025, without objecting for any reason whatsoever for the case to be deemed submitted for decision that day. A waiver may be either express, based on the words of the waiving party, or implied, based on conduct indicating an intent to relinquish the right. Thus, "California courts will find waiver when a party intentionally relinquishes a right or when that party's acts are so inconsistent with an intent to enforce the right as to induce a reasonable belief that such right has been relinquished." (*Wind Dancer Production Group v. Walt Disney Pictures* (2017) 10 Cal.App.5th 56, 78.) The evidence shows clearly and Court is convinced that defendant did not give an appropriate correction, repair, replacement, or other remedy, or agree to give an appropriate correction, repair,

replacement, or other remedy, within a reasonable time, to the plaintiff within 30 days after receipt of the plaintiff's notice and demand on 12/23/24. In defiance of the terms of the promotional offer, defendant did not change its course of implementing the credit arrangement by the time of trial on 2/19/25, and defendant did not indicate the existence in any other material change in the credit arrangement in its supplemental briefing of 3/7/25. Accordingly, the Court finds by clear and convincing evidence that the defendant waived the notice provisions of section 1782, and the Court is not precluded from enforcing and award of damages based on a method, act, or practice declared to be unlawful by Civil Code section 1770.

Plaintiff identifies 11 telephone conversations covering the period of 12/19/24 - 12/27/24, totaling 319 minutes (See court exhibit page number 38 entitled: "Appendix G – Incidental Damage: Call Index & Negligence Damage Subtotal." Along the way, plaintiff was keeping track of the claimed value of plaintiff's time in \$10.00 per minute intervals. On court exhibit page number 38, plaintiff states that his time claim results in \$3,175.00 for "Subtotal for Negligence: Damage to my Business." The Court's calculations indicate that 319 minutes at \$10.00 per minute would equate to \$3,190.00.

It is plaintiff's burden to show by a preponderance of the evidence that the value of plaintiff's time is the equivalent of \$600 per hour. Plaintiff offered no testimony or documentation beyond plaintiff's outright claim of the value being \$600 per hour which he customarily charged in his business. There is no specific reference to or itemization of components of plaintiff's claimed damages for the Court to begin to ascertain the value of plaintiff's time as claimed by plaintiff. In defendant's briefing, defendant attacked the \$600 per hour claim as being patently absurd.

Plaintiff in plaintiff's Supplemental Brief cites *Seid Pak Sing v. Barker* (1925) 197 Cal. 321 for the proposition that "a plaintiff who suffers damages has a duty to take reasonable steps to mitigate those damages and has a right to seek compensation for expenses incurred in the reasonable attempt to mitigate those damages, even if that attempt proves unsuccessful. Plaintiff does not cite the exact page for the proposition mentioned. The *Seid Pak Sing* court notes at pages 355 -356: "In 1 Sutherland on Damages, fourth edition, page 320, section 90, it is stated that the duty of the tenants in attempting to do work which the landlord was obligated to perform is such care and diligence as a man of ordinary prudence would use under the circumstances although they may not have done the very thing nor used the very means that should have been used as devolved by subsequent information; and at page 321 it is further stated that the efforts of the tenants to reduce the effects of the landlord's wrong were to be confined to such efforts as were reasonable and made in good faith." This passage seems most apropos to the Court in analyzing the evidence and law applicable in the present case.

Plaintiff's duty to mitigate damages is now found in Jury Instruction CACI No. 358 which in essence instructs the finder of fact that if the defendant breached the contract and the breach caused harm, the plaintiff is not entitled to recover damages for harm that the defendant proves the plaintiff could have avoided with reasonable efforts or expenditures. The finder of fact may consider the reasonableness of plaintiff's efforts in light of the circumstances and plaintiff's ability to make the efforts or expenditures without undue risk or hardship. If proven to the satisfaction of the finder of fact that the plaintiff made reasonable efforts to avoid harm, then an award should include reasonable amounts that plaintiff spent for this purpose.

Speculative damages lack the exactness of proof required to establish liability and are defined as damages that are uncertain, contingent, or conjectural in nature and cannot serve as a legal basis for recovery. In California, the law requires that damages must be ascertainable with a reasonable degree of certainty, both in their nature and in respect to the cause from which they proceed. Damages that are speculative, remote, imaginary, or merely possible are not recoverable in either contract or tort actions unless their occurrence and extent can be shown with reasonable certainty. *Automatic Poultry Feeder Co. v. Wedel* (1963) 213 Cal. App. 2d 509, *Food Safety Net Services v. Eco Safe Systems USA, Inc.* (2012) 209 Cal. App. 4th 1118, *Ramsey v. Penry* (1942) 53 Cal. App. 2d 773.

Plaintiff's claim for damages at the rate of \$600 per hour lacks the exactness of proof to establish liability. There is insufficient evidence of their nature and the cause from which they proceed. The court finds on a preponderance of the evidence that they meet the definition of speculative damages that are uncertain, contingent, or conjectural in nature and cannot serve as a legal basis for recovery. Plaintiff has failed to meet his burden of proof to sustain an award of damages at the rate of \$600 per hour and fails to furnish any other criteria by which his damages could be measured.

The Court notes at page 6 of Plaintiff's Supplemental Brief plaintiff's statement that: "*Each month I volunteer some of my time in the community and I see firsthand how Altice's practices make it impossible and utterly exasperating for some to navigate unauthorized price hikes, service visits to install unnecessary equipment that has a monthly rental fee associated, of a legitimate trouble call causing a truck roll where the problem ends up being on Altice side of the DEMARK yet they routinely bill the customer anyway.*" (Emphasis added by the Court). For purposes of valuing plaintiff's time in the absence of any other evidence which is sufficient to abate its speculative value at \$600 per hour, the Court may explore other resources. Speculative damages are distinct from damages that are merely difficult to prove. If damages can be reasonably ascertained, they are recoverable even if proving them is challenging. In *Piscitelli v. Friedenberg* (2001) 87 Cal. App. 4th 953, the court allowed recovery for lost commissions where there was a reasonable basis for calculating the damages, but disallowed claims based on

assumptions unsupported by evidence, deeming them speculative. In the present case, the Court, on its own motion, takes Judicial Notice of the Placer County Superior Court 2025 Community Service Conversion Chart. This chart is based on calculations tied to the prevailing minimum wage in California and legal authority emanating from the California Judicial Council experts. By the directives of the chart, community service is valued at \$33 per hour when it is applied to a litigant's fine obligation. The Court refers to court exhibit page number 38 and takes the 319 minutes of time accrued and itemized by plaintiff between 12/19/24 and 12/27/24, and divides the 319 by 60 minutes per hour and multiplies the result by \$33 per hour to obtain \$175.44 for the value plaintiff's time as claimed in this case. This is a reasonable and appropriate measure to use in assessing the value of plaintiff's time based on the plaintiff's activity of engaging in community service in this subject area and there being no other sufficient non-speculative measure of calculating the value based on the evidence now before the Court. In its final analysis, the Court finds that plaintiff has adequately mitigated plaintiff's damages.

Other Damages for Taxes and Fees Charged

The Court refers to court exhibit page numbers 26 and 26A, noting that \$4.28 for taxes and fees (including \$1.00 per month for a for a paper bill convenience fee) were added to the billing for the period of 12/21/24 - 01/20/25. These charges were to be included in the \$35 monthly fee as set forth in the promotion, instead of being added to the \$35 monthly fee. It is reasonable to assume that at least \$4.28 per month times 12 months, or \$51.36 in inappropriate charges will be accrued as damages during what would be a promotion period extending from December 18, 2024 to December 18, 2025. Plaintiff is entitled to receive \$51.36 in contract damages as and for damages for the improper charges.

Punitive Damages

Black's Law Dictionary defines the terms "[e]xemplary or punitive damages" as "damages on an increased scale, awarded to the plaintiff over and above what will barely compensate him for his property loss, where the wrong done to him was aggravated by circumstances of violence, oppression, malice, fraud, or wanton and wicked conduct on the part of the defendant, and are intended to solace the plaintiff for mental anguish, laceration of his feelings, shame, degradation, or other aggravations of the original wrong, or else to punish the defendant for his evil behavior or to make an example of him.... Unlike compensatory or actual damages, punitive damages ... are based upon an entirely different public policy consideration – that of punishing the defendant or of setting an example for similar wrongdoers...." Black's Law Dictionary (5th Ed. West 1997), page 352. Similarly, California Civil Code Section 3294 provides in pertinent part: "[i]n an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice, the

plaintiff, in addition to the actual damages, may recover damages for the sake of example and by way of punishing the defendant.” In this case, Civil Code section 1780(a)(4) permits the finder of fact to award punitive damages.

The Court awards plaintiff punitive damages in this case based on the detailed narratives regarding the clear and convincing requisite findings, *supra*, and the history of defendant’s behavior evidencing fraud and oppression toward plaintiff. The defendant’s behavior toward plaintiff is permeated with fraud and oppression. The behavior includes but is not limited to the following: 1) Without offering actual testimony or documentary proof, defendant stated that defendant’s technical support representative inadvertently canceled the plaintiff’s order, resulting in the price increase the day after the order was placed and service was furnished; 2) Without offering actual testimony or documentary proof, defendant’s representative told plaintiff that the promotion had expired; 3) Without offering actual testimony or documentary proof, plaintiff was told that defendant’s representative inadvertently removed a rate code causing the bill to increase to \$55; 4) On December 27, 2024, defendant’s representative conveyed defendant’s defiance, by telling plaintiff: “We acknowledge, yes, we offered you this promotion. Yes, we did not uphold it, and this is how we can resolve it;” and 5) Defendant’s brief filed on March 7, 2025, represents to the court that plaintiff is getting the promised \$35 per month via a \$240 credit, but to the contrary, the plaintiff is still being charged taxes and fees which were not part of the promotion. The Court finds on the basis of clear and convincing evidence that the sum of \$2,000.00 is a justifiable punitive damages award based on all of the facts and circumstances in this case.

Costs

Plaintiff claims costs as delineated on court exhibit number 36. Defendant has not challenged any of the claimed costs. Accordingly, the claimed costs are deemed acceptable to defendant. Nonetheless, the claimed costs must be shown to be reasonably related to the present lawsuit. The Court finds that the court filing fees of \$99.15, \$21.90, \$21.90 and \$21.90 as listed are necessary and allowable costs totaling \$164.85. The Court finds that the service of process fees of \$157.70, \$92.70 and \$127.70 are necessary and allowable costs totaling \$378.10. The Court received no testimony or other evidence sufficient to show that the service of process for Yaana Technologies, LLC was reasonably related to this case. The Yaana Technologies billing for \$90.00 is disallowed. The Court finds the professional services of \$99.00, \$155.00 and \$175.00 are not allowable costs and disallows these sums in their entirety. The allowable costs consist of \$164.85 + \$378.10, for a total of \$542.95.

Conclusion

The Court’s inquiry did not extend into which if any California CPUC tariffs are

implicated in the factual scenario before the court. Accordingly, this decision is not based upon nor does it adjudicate whether or not defendant has violated any California CPUC tariffs applicable to the facts and circumstances of this case.

As of the date of the submission of this matter for decision, defendant was charging plaintiff for the Paper Bill Convenience Fee and other taxes and fees, all in derogation of the promotion terms of \$35 per month with no taxes or fees. Instead of defendant saying we're sorry for our mistakes and we'll fix them completely and fast, defendant devised a method to make it look like defendant had honored the promotion which plaintiff had accepted. Defendant set a monthly rate at \$56 per month (including a billing fee which was not agreed to by plaintiff) and placed a lump sum credit of \$240 on plaintiff's account issuing a credit on plaintiff's account for 12 months at \$20 per month. In this fashion, defendant was able to capture the additional taxes and fees which were not part of the promotion accepted by plaintiff.

Fraud is fraud. A little fraud is like a big fraud, only different in the magnitude of the resulting harm to the victim and the repercussions to the perpetrator.

GOOD CAUSE APPEARING, the Court grants plaintiff's Request to Amend Party Name Before Hearing seeking to change the defendant party name to CSC HOLDINGS, LLC d/b/a/ ALTICE USA. Plaintiff is awarded \$174.99 in damages for the value of plaintiff's documented time claim. Plaintiff is awarded \$51.36 in damages for the excessive taxes and fees charged or to be charged. Plaintiff is awarded \$2,000.00 payable by the defendant as and for punitive damages, for a total judgment of \$2,226.35. Plaintiff shall recover costs of \$542.95.

IT IS SO ORDERED.

Dated: May 19, 2025

Charles H. Erin, Assigned
Judge of the Superior Court

Optimum Business & Professions Violations

Breach of Contract | Negligence

12/18
EXHIBIT

A

1. Optimum markets \$35/mo. service for 1GB internet with phone for 12 months. We call to obtain this offer.
2. Optimum provides written confirmation of plan for **\$35/mo total for 1GB for 12 months**. The 1GB service with phone takes effect that evening.

12/19
EXHIBIT

B

1. Optimum **INCREASES same plan from \$35 to \$93.28/mo.**
2. Hours of calls to Optimum billing, transfers, disconnects without resolution. Optimum says they no longer have the plan at that cost available.

12/20
EXHIBIT

C

1. After tremendous effort on our part and persistent escalation requests, Altice USA's Executive Relation's reviews then later that day provides an adjusted but still a higher cost plan. Breach of agreement remains unresolved. We again request resolution.

12/23-12/27
EXHIBIT

D – G

1. Altice, USA Executive Relations again reviews and provides a second adjusted but still higher cost plan. Breach of agreement remains unresolved and we again request resolution.
2. Altice attempts another higher price bait-and-switch offer **EXHIBIT D**. We again reject all higher priced attempts, then we are provided with an adjusted cost almost twice the confirmed amount. **EXHIBIT D**.
3. Demand Letter sent and Altice, USA acknowledges receipt of demand letter and confirms legal will follow up after the Holliday but they do not. **EXHIBIT E**. Then we received another higher cost adjustment on 12/27 **EXHIBIT F**.

ONGOING
EXHIBIT

H

1. Altice, USA continues to bill at the higher price. Monthly total cost of \$59.28 instead of \$35.00 remains to date.

1 Account Information

Name

BRIAN MILLER
10834 Silverfir Dr
Truckee, CA 96161-3208

Account number

07715-290614-01

2 Installation Details

Your service will be installed on:

Date: Friday, December 20, 2024

Technician arrival window: 8am-11am



We know that sometimes things change.

[Reschedule your appointment](#)

3 Order Details

Changes to Your Account

Services added

Optimum Internet 1 Gig	\$110.00
Internet Equipment	\$0.00
Optimum Complete Savings	-\$20.00
Internet Credit	-\$25.00

Services removed

Optimum Internet 300 Mbps	-\$70.00
Unlimited Internet Allowance	-\$0.00
Internet + Mobile Savings	-\$-5.00
Internet Savings	-\$-10.00
Internet Credit	-\$-20.00
Optimum Phone	-\$20.00
Paper Bill Convenience Fee	-\$1.00

Updated Regular Monthly Charges

\$35.00

This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill.

Exhibit A

\$35.00 per month total
monthly charge confirmed
on 12/18.

12/18/24 Call Log

Call #	Duration	Billable Amount	Reason for the Call
1 8:53a	14 min approx.	\$0.00	Change to 1GB internet with phone for \$35/mo to be available "after one hour."
2 9:08a	24 min approx.	0.00	Continuation of previous call that dropped requiring In writing change made that does come which is Exhibit A.
3 1:37p	2 min approx.	\$0.00	1GB service still at 300Mbps, Confirmed Cost and Pan.
4	17 min approx.	\$0.00	1GB service still at 300Mbps. 1GB delivered on this call.

From: Optimum <optimum@email.optimumemail1.com>
Sent: Wednesday, December 18, 2024 11:33 AM
To: bmiller@definitivetheater.com
Subject: Confirmation of your recent Optimum service changes.



Everything you need to know about your account changes.

FREE PHONE WEEKENDS

Free 5G phone with any plan.
Every Fri-Sun until 2025. Terms apply.

IN
STORE
ONLY!

[Find a store](#)

Viewing your account changes is as easy as 1-2-3.

1 Account Information

Name

BRIAN MILLER
10834 Silverfir Dr
Truckee, CA 96161-3208

Account number

07715-290614-01

2 Installation Details

Your service will be installed on:

Date: Friday, December 20, 2024

Technician arrival window: 8am-11am



We know that sometimes things change.

[Reschedule your appointment](#)

3 Order Details

Changes to Your Account

Services added

Optimum Internet 1 Gig	\$110.00
Internet Equipment	\$0.00
Optimum Complete Savings	-\$20.00
Internet Credit	-\$25.00
Internet Credit	-\$30.00

Services removed

Optimum Internet 300 Mbps	-\$70.00
Unlimited Internet Allowance	-\$0.00
Internet + Mobile Savings	-\$5.00
Internet Savings	-\$10.00
Internet Credit	-\$20.00
Optimum Phone	-\$20.00
Paper Bill Convenience Fee	-\$1.00

Updated Regular Monthly Charges

\$35.00

This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill.

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Get answers 24/7.



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Support



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[Customer Privacy Notice](#)

1

Account Information

Name

BRIAN MILLER
10834 Silverfir Dr
Truckee, CA 96161-3208

Account number

07715-290614-01

2

Order Details

Changes to Your Account

Services added

Optimum Internet 1 Gig

\$110.00

Internet Equipment

\$0.00

Internet + Mobile Savings

-\$15.00

Internet Credit

-\$25.00

Services removed

Optimum Internet 300 Mbps

-\$70.00

Unlimited Internet Allowance

-\$0.00

Internet + Mobile Savings

-\$5.00

Internet Savings

-\$10.00

Internet Credit

-\$20.00

Paper Bill Convenience Fee

-\$1.00

Updated Regular Monthly Charges

\$93.28

This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill.

3

Helpful Information

Visit optimum.com/terms for information about your new Optimum services, including our General Terms & Conditions of Service, Customer Privacy Notice, E-911 information for Optimum Phone customers, Optimum's Open Internet Disclosure and more.

Exhibit B

The following day
Optimum **INCREASES**
same plan from \$35 to
\$93.28 a month.

12/19/24 Call Log			
Call #	Duration	Billable Amount	Notes
1	41:51	\$395.00	Representative spends tremendous time reviewing to report the promotion is no longer available. We state that every minute going forward will cost \$10 per minute until the problem is resolved. Commitment was made for leadership to call at 8a pacific the following day. No follow up from Altice was received.
Daily Total Damage			\$395.00

From: Optimum <optimum@email.optimumemail1.com>
Sent: Thursday, December 19, 2024 11:32 AM
To: bmiller@definitivetheater.com
Subject: Confirmation of your recent Optimum service changes.



Everything you need to know about your account changes.

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**Free 5G phone with any plan.
Every Fri–Sun until 2025.** Terms apply.

**IN
STORE
ONLY!**

Find a store

Viewing your account changes is as easy as 1-2-3.

1 Account Information

Name
BRIAN MILLER
10834 Silverfir Dr
Truckee, CA 96161-3208

Account number
07715-290614-01

2 Order Details

Changes to Your Account

Services added

Optimum Internet 1 Gig	\$110.00
------------------------	----------

Internet Equipment	\$0.00
Internet + Mobile Savings	\$-15.00
Internet Credit	\$-25.00

Services removed

Optimum Internet 300 Mbps	-\$70.00
Unlimited Internet Allowance	-\$0.00
Internet + Mobile Savings	-\$-5.00
Internet Savings	-\$-10.00
Internet Credit	-\$-20.00
Paper Bill Convenience Fee	-\$1.00

Updated Regular Monthly Charges	\$93.28
--	----------------

This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill.

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Rates and promotional credits subject to change or discontinuance at any time unless otherwise stated.

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Exhibit C

On the 5th call that day, Altice does not resolve the breach of agreement, now charging \$43.28 rather than the agreed upon \$35.

12/20/24 Call Log

Call #	Duration	Amount	Notes
1	25 Minutes Including Disconnect	\$250.00	No 8a EST call from Optimum.. "You had a discount that did expire" "I just had this change Wednesday, there is no discount that would have expired, this is Friday." David hung up the call.
2	61 Minutes	\$610.00	Irma with Executive Relations says we lost the promotional credit. We insist on resolution.
3	24 Minutes	\$240.00	Called back, no resolution.
4	35 Minutes	\$350.00	Called back, spoke to Crystal who said she would assist to own the issue.
5	10 Minutes	100.00	Crystal Calls, attempts to provide higher price resolution as shown in email.

Cost	Duration	Amount	Notes
1	2 Hours	\$1,200.00	Legal Research
2	2.5 Hours	\$1,500.00	Written Correspondence with Crystal with Executive Relations, matter is researched breach of contract remains. Higher Cost Offer Provided.

Daily Total Damage \$4,250

bmiller@definitivetheater.com

From:

Sent:

To:

Subject:

Crystal Benavidez <Crystal.Benavidez@AlticeUSA.com>

Friday, December 20, 2024 2:34 PM

bmiller@definitivetheater.com

RE: External E-mail - RE: Regarding your Optimum Escalation

Good afternoon Brian,

I wanted to follow up with you and advise that we have adjusted your promotion to \$40 for the 1 GB and mobile bundle. To receive the additional \$5 discount, we would need to set up auto pay and paperless billing. This would lower the monthly rate to \$35 (before taxes and fees) for one year. If you have any additional questions or concerns, please let me know.

Thank you,

Crystal Benavidez

Specialist - Executive Customer Relations

833-980-2985 Ext. 2116035

Crystal.Benavidez@alticeusa.com

optimum.

*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

1

Account Information

Name

BRIAN MILLER

10834 Silverfir Dr

Truckee, CA 96161-3208

Account number

07715-290614-01

2

Order Details

Changes to Your Account

Services added

Optimum Complete Savings

\$-20.00

Internet Credit

\$-30.00

Updated Regular Monthly Charges

\$43.28

This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill.

3

Helpful Information

Visit [optimum.com/terms](#) for information about your new Optimum services, including our General Terms & Conditions of Service, Customer Privacy Notice, E-911 information for Optimum Phone customers, Optimum's Open Internet Disclosure and more.

Altice Executive Relation’s attempts to negotiate a higher than agreed price, even after their research and return call with “their” solution.

We will not accept a higher than agreed price of \$35.

Court Exhibit Page 8
Case T-SC-0002038

bmiller@definitivetheater.com

From: Optimum <optimum@email.optimumemail1.com>
Sent: Friday, December 20, 2024 3:23 PM
To: bmiller@definitivetheater.com
Subject: Confirmation of your recent Optimum service changes.



Everything you need to know about your account changes.

FREE PHONE WEEKENDS

Free 5G phone with any plan.
Every Fri–Sun until 2025. Terms apply.

IN
STORE
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Viewing your account changes is as easy as 1-2-3.

1 Account Information

Name

BRIAN MILLER
10834 Silverfir Dr
Truckee, CA 96161-3208

Account number

07715-290614-01

2 Order Details

Changes to Your Account

Services added

Optimum Complete Savings	\$-20.00
Internet Credit	\$-30.00

Updated Regular Monthly Charges	\$43.28
--	----------------

This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill.

3 Helpful Information

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[Customer Privacy Notice](#)

bmiller@definitivetheater.com

From: Crystal Benavidez <Crystal.Benavidez@AlticeUSA.com>
Sent: Friday, December 20, 2024 2:34 PM
To: bmiller@definitivetheater.com
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Good afternoon Brian,

I wanted to follow up with you and advise that we have adjusted your promotion to \$40 for the 1 GB and mobile bundle. To receive the additional \$5 discount, we would need to set up auto pay and paperless billing. This would lower the monthly rate to \$35 (before taxes and fees) for one year. If you have any additional questions or concerns, please let me know.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com

optimum.

*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

From: Crystal Benavidez
Sent: Friday, December 20, 2024 3:23 PM
To: bmiller@definitivetheater.com
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Good afternoon Brian,

I wanted to follow up with you and advise you that an update from our team is still pending. As soon as I get a response, I'll follow up with you. I appreciate you letting me address your concern. If you have any additional questions or concerns, please let me know.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com

optimum.

*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

bmiller@definitivetheater.com

From: Crystal Benavidez <Crystal.Benavidez@AlticeUSA.com>
Sent: Monday, December 23, 2024 10:48 AM
To: bmiller@definitivetheater.com
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Good morning Brian,

Thank you for talking with me today. As discussed, Optimum reviewed your promotional offer on 12/20/24 for \$35 for 1 GB and mobile services. Optimum has made the final adjustments to your account and lowered your monthly rate to \$40 (before taxes and fees) for 1 year. Optimum will also credit a difference of \$60 from the current promotion of \$40 (before taxes and fees) minutes to the \$35 (before taxes and fees) promotion offered, which is a \$5 difference. A gift card was offered in the amount of \$200 which you have to meet the requirements. After 3 months you will receive correspondence if you met the criteria for the gift card.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com



*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

Exhibit D

Altice calls, again attempting to provide a higher than agreed price, now \$40/mo and again we do not accept it, calling out the bait-and-switch tactic which led to another adjusted, yet higher than agreed upon price, further adding to the damages.

12/23/24 Call Log			
Call #	Duration	Billable Amount	Notes
1	22:09	\$240.00	Crystal called to explain another attempted higher cost solution. We reject the higher tactic.
Daily Total Damage			\$220.00

bmiller@definitivetheater.com

From: Crystal Benavidez <Crystal.Benavidez@AlticeUSA.com>
Sent: Monday, December 23, 2024 10:48 AM
To: bmiller@definitivetheater.com
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Good morning Brian,

Thank you for talking with me today. As discussed, Optimum reviewed your promotional offer on 12/20/24 for \$35 for 1 GB and mobile services. Optimum has made the final adjustments to your account and lowered your monthly rate to \$40 (before taxes and fees) for 1 year. Optimum will also credit a difference of \$60 from the current promotion of \$40 (before taxes and fees) minutes to the \$35 (before taxes and fees) promotion offered, which is a \$5 difference. A gift card was offered in the amount of \$200 which you have to meet the requirements. After 3 months you will receive correspondence if you met the criteria for the gift card.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com

optimum.

*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

From: Crystal Benavidez
Sent: Friday, December 20, 2024 4:34 PM
To: bmiller@definitivetheater.com
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Good afternoon Brian,

I wanted to follow up with you and advise that we have adjusted your promotion to \$40 for the 1 GB and mobile bundle. To receive the additional \$5 discount, we would need to set up auto pay and paperless billing. This would lower the monthly rate to \$35 (before taxes and fees) for one year. If you have any additional questions or concerns, please let me know.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com

optimum.

bmiller@definitivetheater.com

From: Thomas Hagzan <Thomas.Hagzan@AlticeUSA.com>
Sent: Monday, December 23, 2024 4:28 PM
To: bmiller@definitivetheater.com
Cc: Cecidesc Crystal Benavidez
Subject: Regarding your Optimum escalation

Good evening Brian Miller,

Thank you for taking the time to speak with me today. As discussed, Crystal provided the email earlier this afternoon explaining the promotional offer from December 20, 2024, for \$35 for 1GB and Mobile service. Our team was advised your rate was reduced to \$40 before taxes so a one-time bill credit of \$60 was applied, to cover the \$5 difference over the next 12 months. The \$200 gift card will be sent via USPS after the 90-day eligibility period. However, as you mentioned, the current rate reflected on your account now does not reflect the \$40 plus tax rate, or the \$35 plus tax rate. We will engage the Sales leadership team that we work with here at the corporate office for next steps and follow up with you as soon as possible. Additionally, the \$15.00 and \$1.37 credits were issued to your account today and will be reflected on your next bill.

Thank you,
Tom

Thomas Hagzan
Supervisor – Executive Customer Relations
833-980-2985 ext. 2100243
Thomas.Hagzan@AlticeUSA.com
optimum.

Altice summarizes their higher price offer, \$240 credit and multiple outage's credit still not resolving the breach of agreement for \$35 a month.

1 Account Information

Name

BRIAN MILLER
10834 Silverfir Dr
Truckee, CA 96161-3208

Account number

07715-290614-01

2 Order Details

Changes to Your Account

Services removed

Internet + Mobile Savings -\$15.00

Updated Regular Monthly Charges \$58.28

This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill.

3 Helpful Information

Visit optimum.com/terms for information about your new Optimum services, including our General Terms & Conditions of Service, Customer Privacy Notice, E-911 information for Optimum Phone customers, Optimum's Open Internet Disclosure and more.

Exhibit E

Altice higher price offer turns even higher at \$58.28/mo rather than the agreed upon \$35/mo resulting in another call.

12/23/24 Call Log Continued

Call #	Duration	Billable Amount	Notes
1	23:41	\$240.00	Called to report discrepancy between what Crystal Adjusted and Written Confirmation Received. Spoke to Tom with Optimum Customer Relations who then quotes \$55 and we confirm it should be \$35.
2	10 Minutes Approx	100.00	Thomas called with completely different, higher pricing.

Daily Total Damage \$240.00

From: [Thomas Hagzan](#)
To: bmiller@definitivetheater.com
Cc: [Cecrdesk](#); [Crystal Benavidez](#)
Subject: Regarding your Optimum escalation
Date: Monday, December 23, 2024 4:28:52 PM
Attachments: [image001.png](#)

Good evening Brian Miller,

Thank you for taking the time to speak with me today. As discussed, Crystal provided the email earlier this afternoon explaining the promotional offer from December 20, 2024, for \$35 for 1GB and Mobile service. Our team was advised your rate was reduced to \$40 before taxes so a one-time bill credit of \$60 was applied, to cover the \$5 difference over the next 12 months. The \$200 gift card will be sent via USPS after the 90-day eligibility period. However, as you mentioned, the current rate reflected on your account now does not reflect the \$40 plus tax rate, or the \$35 plus tax rate. We will engage the Sales leadership team that we work with here at the corporate office for next steps and follow up with you as soon as possible. Additionally, the \$15.00 and \$1.37 credits were issued to your account today and will be reflected on your next bill.

Thank you,
Tom

Thomas Hagzan

Supervisor – Executive Customer Relations

833-980-2985 ext. 2100243

Thomas.Hagzan@AlticeUSA.com

optimum.

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bmiller@definitivetheater.com

From: bmiller@definitivetheater.com
Sent: Monday, December 23, 2024 11:53 AM
To: 'Crystal Benavidez'
Subject: FW: Confirmation of your recent Optimum service changes.

Crystal, Why am I receiving another change to a higher price below? Could you have someone ensure a match on this generated total and what you sent this morning? We do not prefer to have to continue spending costly, billable time with this matter. Thank you, Brian

From: Optimum <optimum@email.optimumemail1.com>
Sent: Monday, December 23, 2024 11:33 AM
To: bmiller@definitivetheater.com
Subject: Confirmation of your recent Optimum service changes.

optimum.

Everything you need to know about your account changes.

IN-STORE ONLY-ENDS 12.31

2 iPhone 16. 2 LINES. \$2/mo.

Terms apply.

Find a store

Viewing your account changes is as easy as 1-2-3.

1 Account Information

Name

BRIAN MILLER
10834 Silverfir Dr
Truckee, CA 96161-3208

Account number

07715-290614-01

2 Order Details

Changes to Your Account

Services removed

Internet + Mobile Savings	-\$-15.00
---------------------------	-----------

Updated Regular Monthly Charges	\$58.28
---------------------------------	---------

This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill.

3 Helpful Information

Visit optimum.com/terms for information about your new Optimum services, including our General Terms & Conditions of Service, Customer Privacy Notice, E-911 information for Optimum Phone customers, Optimum's Open Internet Disclosure and more.

Need help?
Get answers 24/7.



My Optimum



Support



Chat

Please do not reply to this email as this mailbox is not monitored.

This email was sent to you because it contains important information about your account or service. As a result, you cannot unsubscribe from this type of communication.

Rates and promotional credits subject to change or discontinuance at any time unless otherwise stated.

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Exhibit F

Altice calls to fix more mistakes and provide “final resolution” but again adjusts to higher pricing which now stands at \$56/mo. Credit is issued which we reject as a solution. We require the \$35 per month plan as agreed to in Exhibit A, not a band aid credit’s that still fall short of the agreement.

Regarding your Optimum Escalation

CB

Crystal Benavidez <Crystal.Benavidez@AlticeUS>
To 'bmiller@definitivetheater.com'
Cc Cecrdesk

Fri 12/27/2024 1:24 PM

Good afternoon Brian,

Thank you for taking the time to speak with me regarding case 430284. As discussed prior to this notification, we have resolved your escalated issue and are able to provide you with the details. Optimum reviewed your concern, and applied a total credit in the amount of \$240 for the difference of the current monthly rate of \$55 (before taxes and fees) for 1gb Internet and home phone and the offer of \$35 (before taxes and fees) proposed on 12/18/24. This credit will be printed on your next month’s bill. I will also ask our Legal Department for an exact date (propose 1/2/25) on when to expect a follow up from them in regards to your demand letter.

Your satisfaction is our highest priority; therefore, we appreciate having the opportunity to review and assist with your concerns. Should you have any questions or need further assistance, please do not hesitate to contact me directly at 833-980-2985 Ext. 2116035 or via email at Crystal.Benavidez@alticeusa.com I am available during the hours of 8 am - 4:30 pm EST M-F.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com



*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

12/23/24 Call Log			
Call #	Duration	Billable Amount	Notes
1	38:09	\$380.00	Crystal called, acknowledged pricing is wrong again. Adjustments removed.
2	30:03	\$300.00	Crystal says plan is no longer available, makes \$240.00 credit falling short of the \$35/mo Exhibit A commitment.
Daily Total Damage		\$680.00	

From: Crystal Benavidez <Crystal.Benavidez@AlticeUSA.com>
Sent: Friday, December 27, 2024 1:24 PM
To: 'bmiller@definitivetheater.com'
Cc: Cecrdesk
Subject: Regarding your Optimum Escalation

Good afternoon Brian,

Thank you for taking the time to speak with me regarding case 430284. As discussed prior to this notification, we have resolved your escalated issue and are able to provide you with the details. Optimum reviewed your concern, and applied a total credit in the amount of \$240 for the difference of the current monthly rate of \$55 (before taxes and fees) for 1gb Internet and home phone and the offer of \$35 (before taxes and fees) proposed on 12/18/24. This credit will be printed on your next month's bill. I will also ask our Legal Department for an exact date (propose 1/2/25) on when to expect a follow up from them in regards to your demand letter.

Your satisfaction is our highest priority; therefore, we appreciate having the opportunity to review and assist with your concerns. Should you have any questions or need further assistance, please do not hesitate to contact me directly at 833-980-2985 Ext. 2116035 or via email at Crystal.Benavidez@alticeusa.com I am available during the hours of 8 am - 4:30 pm EST M-F.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com



*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

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From: bmill@definitivetheater.com <bmill@definitivetheater.com>
Sent: Monday, December 23, 2024 10:50 AM
To: 'Crystal Benavidez' <Crystal.Benavidez@Altice-USA.com>
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Demand Letter

I did not receive the agreed upon price Optimum confirmed in writing on 12/18/24 (Exhibit A). Upon my inquiry about this discrepancy, Optimum proceeded to engage me in repeated, time consuming tactics that attempted to manipulate and pressure me into accepting a higher price for the same service (Exhibit B and C), therefore, I am formally requesting that the cost incurred as a result of these practices be reimbursed to me.

Your decision, particularly at your executive level, to engage in bait-and-switch business behavior is significantly disturbing because my work in the community exposes me to the fact that I'm far from being the only victim of such ongoing, deceitful business practices. This pattern and practice must cease. Following are the formal requests to reimburse me for this continued violation of business and professions standards:

1. I am formally demanding that you honor the 1GB internet service as documented in your written communication on Wednesday, December 18, 2024, at 11:33 AM (Exhibit A). This service is to be provided at a total cost of \$35.00 per month for the next 12 months and the promised \$200 Mastercard gift card you confirmed is to be mailed within 4-5 weeks after the completion of 90 days of service on this new plan.
2. I am formally requesting reimbursement for the costs I have incurred to deal with your repeated attempts to manipulate me into accepting a higher price than what was documented in writing on December 18, 2024. When your executive customer relations department failed to honor the agreed-upon price on Friday December 20, 2024 (Exhibit C) and instead presented an adjusted, more expensive price, it demonstrates a troubling disregard for ethical business practices at the highest level and it presents yet another time consuming attempt to pressure me into accepting a higher than agreed upon price. This behavior is costly, reimbursable and it must cease.

Since December 18, 2024, the costs I have incurred amount to \$7,600, to date. This figure reflects the time and resources I have dedicated to resolving this issue. Going forward, I will document any additional time spent on this matter at a rate of \$10 per minute. It is incumbent that your corporation reverse course and stop these practices.

If I do not receive written confirmation of your intent to meet the two aforementioned reimbursements by close of business at 5 PM Pacific Time on Monday, December 23, 2024, I will file a lawsuit.

Be reminded that I have opted out of your voluntary arbitration agreement and that written documentation will be submitted in the filing of this lawsuit. I reserve the right to pursue a claim for all additional costs, including but not limited to costs related to the lawsuit, time and interest on the unpaid balance which will accrue at a rate of 5% compounded daily, and all other costs I am entitled to under California consumer protection laws, as well as related provisions of the business and professions code.

If your executive team has the time to think through how to propose higher pricing even while having evidence in hand of the lower cost written agreement, it appears very reasonable to me that you will have time to make it happen to honor the original agreement and pay for the damage caused by your subsequent practices no later than close of business on 12/24/24.

Brian Miller

ACCT: 07715-290614-01-5

Exhibit G



Cecrdesk <CECRDESK@alticeusa.com>

To: 'bmill@definitivetheater.com'

Cc: Cecrdesk; Crystal Benavidez

Mon 12/23/2024 3:02 PM

Good evening Brian Miller,

We have passed your demand letter to the legal department for review; however, due to the legal department's location in New York and the upcoming holiday, it is unlikely that you will receive a response from us before the end of the business day in California. A response may not be received until after the holidays.

Sincerely,

Optimum Executive Customer Relations

CECRDESK@alticeusa.com

optimum.

Demand Letter Sent to Altice Requesting:

1. The 1GB internet service and home phone for a total \$35/mo as agreed in writing on Wednesday, December 18, 2024, at 11:33 AM (Exhibit A).
2. Reimbursement for costs incurred as of that date in the amount of \$7,600 reflecting the time and resources dedicated to resolving the repeated attempts to manipulate me into accepting a higher price and a warning that going forward, additional time spent on this matter is billable.

Altice acknowledges demand letter and confirms the legal department has received it and will respond after the holiday period. To date no response has been received.

From: bmiller@definitivetheater.com
Sent: Monday, December 23, 2024 10:50 AM
To: 'Crystal Benavidez'
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation
Attachments: Altice Summary and Demand Letter 12-23-24.pdf

Demand Letter

I did not receive the agreed upon price Optimum confirmed in writing on 12/18/24 (Exhibit A). Upon my inquiry about this discrepancy, Optimum proceeded to engage me in repeated, time consuming tactics that attempted to manipulate and pressure me into accepting a higher price for the same service (Exhibit B and C), therefore, I am formally requesting that the cost incurred as a result of these practices be reimbursed to me.

Your decision, particularly at your executive level, to engage in bait-and-switch business behavior is significantly disturbing because my work in the community exposes me to the fact that I'm far from being the only victim of such ongoing, deceitful business practices. This pattern and practice must cease. Following are the formal requests to reimburse me for this continued violation of business and professions standards:

1. I am formally demanding that you honor the 1GB internet service as documented in your written communication on Wednesday, December 18, 2024, at 11:33 AM (Exhibit A). This service is to be provided at a total cost of \$35.00 per month for the next 12 months and the promised \$200 Mastercard gift card you confirmed is to be mailed within 4-6 weeks after the completion of 90 days of service on this new plan.
2. I am formally requesting reimbursement for the costs I have incurred to deal with your repeated attempts to manipulate me into accepting a higher price than what was documented in writing on December 18, 2024. When your executive customer relations department failed to honor the agreed-upon price on Friday December 20, 2024 (Exhibit C) and instead presented an adjusted, more expensive price, it demonstrates a troubling disregard for ethical business practices at the highest level and it presents yet another time consuming attempt to pressure me into accepting a higher than agreed upon price. This behavior is costly, reimbursable and it must cease.

Since December 18, 2024, the costs I have incurred amount to \$7,600, to date. This figure reflects the time and resources I have dedicated to resolving this issue. Going forward, I will document any additional time spent on this matter at a rate of \$10 per minute. It is incumbent that your corporation reverse course and stop these practices. If I do not receive written confirmation of your intent to meet the two aforementioned reimbursements by close of business at 5 PM Pacific Time on Monday, December 23, 2024, I will file a lawsuit.

Be reminded that I have opted out of your voluntary arbitration agreement and that written documentation will be submitted in the filing of this lawsuit. I reserve the right to pursue a claim for all additional costs, including but not limited to costs related to the lawsuit, time and interest on the unpaid balance which will accrue at a rate of 5% compounded daily, and all other costs I am entitled to under California consumer protection laws, as well as related provisions of the business and professions code.

If your executive team has the time to think through how to propose higher pricing even while having evidence in hand of the lower cost written agreement, it appears very reasonable to me that you will have time to make it happen to honor the original agreement and pay for the damage caused by your subsequent practices no later than close of business on 12/24/24.

Brian Miller
ACCT: 07715-290614-01-5

Altice USA, Inc.
1 Court Square
Long Island City, NY 11101
ATTN: Altice Executive Customer Relations

Background

On Wednesday, December 18, 2024, at 11:33 AM, Optimum provided written confirmation of my updated total monthly charges of \$35.00 (Exhibit A).

This confirmation was in line with our earlier recorded call, during which you offered the 1GB internet service with home phone for \$35 per month for the next 12 months, along with a \$200 Mastercard gift card to be mailed within 4-6 weeks after 90 days of service on this new plan.

However, on December 19, 2024, you issued a new written confirmation for the same plan, raising the price to \$93.28 per month (Exhibit B), which is nearly three times the initially agreed-upon amount.

That afternoon, I contacted your billing department, which led to a lengthy three-hour discussion with your representatives which only resulted in your statement that you couldn't fix the problem because the \$35.00 plan was no longer available. The plan was already committed to and applied on my account in writing so how is it possible to spend that much time only to hear again and again at multiple levels within the billing department that the price confirmed in writing to is no longer available?

As the owner of a technical services business within the community, I interact directly with numerous customers who subscribe to your services. Many have shared similar experiences with deceptive practices resembling a bait-and-switch operation wherein an agreed upon price is provided only to find that the amount billed for the agreed upon service is much higher. The ongoing issues affecting my account, as well as those of my customers, prompted me to engage with your Executive Customer Relations department on December 20, 2024, to address this matter further.

While your Executive Customer Relations department acknowledged the change to \$93.28, you still refused to honor the written commitment of \$35.00 per month, even though you recognized that this was the price promised. Instead, your company yet again attempted to pressure me into a higher-price, despite your having the written commitment for \$35.00 per month in hand. (Exhibit C)

At the executive level, the practices exhibited show a troubling pattern of pressuring consumers to accept prices that exceed the initial commitment. In this latest attempt, you suggest a price of \$43.28 for the same plan, rather than honoring the \$35.00 commitment.

When a company provides a price in writing for a defined period, only to increase that price within 24 hours, it raises significant concerns. Further claiming that the agreed-upon price is no longer available, while engaging the consumer in time-consuming pressure tactics in order to agree to a more expensive option, aligns with bait-and-switch business practices.

The fact that these practices persist even at the executive level indicates that dishonesty is ingrained within the company's operations. Your responses to this situation provide ample evidence of ongoing attempts to manipulate consumers into accepting higher prices than what was initially advertised and promised in writing.

From: Crystal Benavidez <Crystal.Benavidez@AlticeUSA.com>

Sent: Monday, December 23, 2024 10:48 AM

To: bmiller@definitivetheater.com

Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Good morning Brian,

Thank you for talking with me today. As discussed, Optimum reviewed your promotional offer on 12/20/24 for \$35 for 1 GB and mobile services. Optimum has made the final adjustments to your account and lowered your monthly rate to \$40 (before taxes and fees) for 1 year. Optimum will also credit a difference of \$60 from the current promotion of \$40 (before taxes and fees) minutes to the \$35 (before taxes and fees) promotion offered, which is a \$5 difference. A gift card was offered in the amount of \$200 which you have to meet the requirements. After 3 months you will receive correspondence if you met the criteria for the gift card.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com



*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

From: Crystal Benavidez
Sent: Friday, December 20, 2024 4:34 PM
To: bmiller@definitivetheater.com
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Good afternoon Brian,

I wanted to follow up with you and advise that we have adjusted your promotion to \$40 for the 1 GB and mobile bundle. To receive the additional \$5 discount, we would need to set up auto pay and paperless billing. This would lower the monthly rate to \$35 (before taxes and fees) for one year. If you have any additional questions or concerns, please let me know.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com



*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

From: Crystal Benavidez
Sent: Friday, December 20, 2024 3:23 PM
To: bmiller@definitivetheater.com
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Good afternoon Brian,

I wanted to follow up with you and advise you that an update from our team is still pending. As soon as I get a response, I'll follow up with you. I appreciate you letting me address your concern. If you have any additional questions or concerns, please let me know.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com



*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

From: bmiller@definitivetheater.com <bmiller@definitivetheater.com>
Sent: Friday, December 20, 2024 10:52 AM
To: Crystal Benavidez <Crystal.Benavidez@AlticeUSA.com>
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Caution: This is an external email and may contain suspicious content. Please do not click links or attachments unless you recognize the sender and know the content is safe

Thank you Crystal, we look forward to both the committed to \$35 per month total cost as is confirmed in writing as well as a courtesy credit for the continued dishonest practices that are just too time consuming to continue dealing with and I thank you for getting this commitment from them to resolve both issues by 1 PST 4 EST. I look forward to your follow up here by then and please do call me as well at 530-386-0494. Again, thank you for taking the lead on this important matter. Sincerely, Brian

From: Crystal Benavidez <Crystal.Benavidez@AlticeUSA.com>
Sent: Friday, December 20, 2024 8:42 AM
To: bmiller@definitivetheater.com
Subject: RE: External E-mail - RE: Regarding your Optimum Escalation

Good morning Ben,

I'm awaiting an update from our team to resolve your promotion concern. They advised that they would provide me with an update no later than 4 p.m. EST. If you have any questions or concerns please let me know.

Thank you,

Crystal Benavidez
Specialist - Executive Customer Relations
833-980-2985 Ext. 2116035
Crystal.Benavidez@alticeusa.com

optimum.

*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

From: bmiller@definitivetheater.com <bmiller@definitivetheater.com>
Sent: Friday, December 20, 2024 8:34 AM
To: Crystal Benavidez <Crystal.Benavidez@AlticeUSA.com>
Cc: Cecrdesk <CECRDESK@alticeusa.com>
Subject: External E-mail - RE: Regarding your Optimum Escalation

Caution: This is an external email and may contain suspicious content. Please do not click links or attachments unless you recognize the sender and know the content is safe

From: Optimum optimum@email.optimumemail1.com
Sent: Wednesday, December 18, 2024 11:33 AM

To: bmiller@definitivetheater.com

Subject: Confirmation of your recent Optimum service changes.



Everything you need to know about your account changes.



Viewing your account changes is as easy as 1-2-3.

1 Account Information

Name

BRIAN MILLER
10834 Silverfir Dr
Truckee, CA 96161-3208

Account number

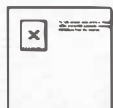
07715-290614-01

2 Installation Details

Your service will be installed on:

Date: Friday, December 20, 2024

Technician arrival window: 8am-11am



We know that sometimes things change.

[Reschedule your appointment](#)

Look out for appointment reminders with important information

3 Order Details

Changes to Your Account

Services added

Optimum Internet 1 Gig	\$110.00
Internet Equipment	\$0.00
Optimum Complete Savings	\$-20.00
Internet Credit	\$-25.00
Internet Credit	\$-30.00

Services removed

Optimum Internet 300 Mbps	-\$70.00
Unlimited Internet Allowance	-\$0.00
Internet + Mobile Savings	-\$-5.00
Internet Savings	-\$-10.00
Internet Credit	-\$-20.00
Optimum Phone	-\$20.00
Paper Bill Convenience Fee	-\$1.00

Updated Regular Monthly Charges

\$35.00

This is the revised amount that you can expect to see on your bill every month unless more changes are made to your account. A change to your services may result in a change to the tax amount on your bill.

**Need help?
Get answers 24/7.**



My Optimum



Support



Chat

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[Customer Privacy Notice](#)

From: Crystal Benavidez <Crystal.Benavidez@AlticeUSA.com>

Sent: Friday, December 20, 2024 6:32 AM

To: bmiller@definitivetheater.com

Cc: Cccrdesk <CECRDESK@alticeusa.com>

Subject: Regarding your Optimum Escalation

Good morning Brian,

Thank you for taking the time to speak with me. As discussed, I am the specialist assigned to your case, for reference your case is XXX. As we discussed, we are currently reviewing your issue and will follow up with you in a timely manner regarding the next steps.

Please be assured that resolving your situation is our highest priority. Should you have any questions or concerns please do not hesitate to contact me directly at 833-980-2985 Ext 2116035 or via email at Crystal.Benavidez@alticeusa.com. I am available during the hours of 8 am - 4:30 pm EST M-F.

Thank you,

Crystal Benavidez

Specialist - Executive Customer Relations

833-980-2985 Ext. 2116035

Crystal.Benavidez@alticeusa.com



*If you have any difficulty reaching me, please email our management team at ECRManagement@AlticeUSA.com *

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Exhibit H

Most current monthly bill

Altice continues to bill at the higher price. Monthly cost is \$56.00 remains to date instead of \$35.00 as agreed.

optimum.

Access Code: 9764
Account Number: 07715-290614-01-5
BRIAN MILLER
10834 SILVERFIR DR
TRUCKEE CA 96161-3208

PAGE 1 OF 2

Account Summary		
Billing Period	Due Date	Amount
02/21/25 - 03/20/25	March 09, 2025	-\$187.37
Balance Last Statement		-\$246.97
Payment(s) Received By 02/11/2025		\$0.00
New Charges		\$59.60
Total Amount Due		-\$187.37

Depending on your area, a late fee of up to \$10 will be charged if payment is not received by the due date above.

Account Details		Customer Service
BALANCE LAST STATEMENT		-\$ 246.97
CURRENT MONTHLY CHARGES		
INTERNET		Your 'Internet Credit' is Effective Until 12/20/2025
02/21 - 03/20	Optimum Internet	110.00
	Internet Equip.	0.00
	Optimum Complete Savings	-20.00
	Internet Credit	-55.00
	Total Internet	\$ 35.00
PHONE		
02/21 - 03/20	Optimum Phone	20.00
	Total Phone	\$ 20.00
	Total Current Monthly Charges	\$ 55.00
TAXES, FEES & OTHER CHARGES		
Phone		
02/21 - 03/20	Public Prog Fee	1.11
	Public Utility Fee	0.20
	FCC Regulatory Fee	0.01
	Federal Cost Recovery Fee	0.39
	911/988 Surcharge	0.49
BRIAN MILLER		
Account Number: 07715-290614-01-5		
Total Amount Due: -\$187.37		
Account Details...continued		
TAXES, FEES & OTHER CHARGES		
Other Charges		
02/21 - 03/20	Federal Universal Service Fee	1.40
	Paper Bill Convenience Fee	1.00
Total Taxes, Fees & Other Charges		\$ 4.60
Total Amount Due		-\$ 187.37

Access Code: 9764
Account Number: 07715-290614-01-5
BRIAN MILLER
10834 SILVERFIR DR
TRUCKEE CA 96161-3208

Account Summary		
Billing Period	Due Date	Amount
02/21/25 - 03/20/25	March 09, 2025	-\$187.37
Previous Balance & Payments		-\$246.97
Balance Last Statement		-\$246.97
Payment(s) Received By 02/11/2025		\$0.00
New Charges		\$59.60
Total Amount Due		-\$187.37

Depending on your area, a late fee of up to \$10 will be charged if payment is not received by the due date above.

☐ Sign up now for Auto Pay and Paperless Billing at www.optimum.net/autopay and receive a \$5/mo credit.

Account Details		
BALANCE LAST STATEMENT		-\$ 246.97
CURRENT MONTHLY CHARGES		
INTERNET	Your 'Internet Credit' is Effective Until 12/20/2025	
02/21 -03/20	Optimum Internet 1 Gig	110.00
	Internet Equip.	0.00
	Optimum Complete Savings	-20.00
	Internet Credit	-55.00
	Total Internet	\$ 35.00
PHONE		
02/21 -03/20	Optimum Phone	20.00
	Total Phone	\$ 20.00
	Total Current Monthly Charges	\$ 55.00
TAXES, FEES & OTHER CHARGES		
	Phone	
02/21 -03/20	Public Prog Fee	1.11
	Public Utility Fee	0.20
	FCC Regulatory Fee	0.01
	Federal Cost Recovery Fee	0.39
	911/988 Surcharge	0.49

continued on back

Customer Service

Pay your bill, upgrade your services and manage your account at **optimum.net**

Additional options:

Auto Pay
Manage at optimum.net/autopay

My Optimum
Download at optimum.net/myoptimum

In Person
Visit optimum.com/stores for a location near you

Phone
1.866.659.2861

Mail
Send your payment with remit slip at least one week prior to the due date to avoid late fees

Please turn over for payment.



1111 STEWART AVENUE
BETHPAGE NY 11714-3581

CHANGE SERVICE REQUESTED

#BWNHGYM
#PGGAEBIPFADPA1#

BRIAN MILLER
10834 SILVERFIR DR
TRUCKEE CA 96161-3208

Download the all-new My Optimum app

Learn more at optimum.com/app



BRIAN MILLER
Account Number: **07715-290614-01-5**
Total Amount Due: **-\$187.37**

Account Details...continued			Optimum Updates	
TAXES, FEES & OTHER CHARGES			New hours, more convenience. Our Optimum Stores have updated hours. Visit optimum.com/stores to find the nearest location and check out the latest hours.	
Other Charges			California customers are entitled to certain rights and protections during a declared state of emergency. Learn more at optimum.net/CARights	
02/21 -03/20	Federal Universal Service Fee	1.40	My Account is a one-stop shop for all your service and account needs. Pay your bill, manage appointments, sign up for text alerts and more at optimum.net .	
	Paper Bill Convenience Fee	1.00		
Total Taxes, Fees & Other Charges		\$ 4.60		
Total Amount Due		-\$ 187.37		

Payment Information Allow up to 3 days for payment to process once received. Bill payment confirms your acceptance of the Residential Services Agreement, viewable at optimum.com/terms . Paying by check authorize us to use info on the check to make a one-time electronic funds transfer from your account or to process the payment as a check. If your check is returned unpaid, a fee up to \$40 will be incurred. Insufficient fund fees can be found at optimum.com/pricing for residential customers and at optimum.com/business/pricing for business customers.	next month's services. Rates subject to change or discontinuance. Service cancellations are effective on the last day of the then current billing period. Promotion Credit subj. to change or discontinuance w/o notice; if expiration date shown, credit remains thru date if current service levels maintained. For more details, visit optimum.com/terms-of-service/residential . You'll be charged a late fee up to \$10 if payment is not received by the due date on your bill. Late fee rates can be found at optimum.com/pricing-packages for residential customers and at optimum.com/business/pricing-packages for business customers. You'll continue to be charged this fee on each subsequent past due bill if payment is not received by the due date	indicated. Payments not received within 15 days of the due date may be sent to collections. Your bill includes all government fees. TV Taxes and Fees includes an FCC fee and payments required under Altice's franchise agreement to support public, educational or government channels. Taxes and Fees are subject to change. Service Information For immediate closed captioning issues, contact us: 1-888-420-0777 (phone), 516-803-1682 (fax) or CCQuestions@alticeusa.com . Mail written closed captioning complaints to: Vinny Guerrero, Director Executive Customer Relations / 1111 Stewart Avenue, Bethpage NY 11714
Billing Information You're billed each month in advance for the		

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



0 7 7 1 5 2 9 0 6 1 4 0 1

Mailing Your Payment

Account Number: **07715-290614-01-5**
Payment Due Date: **March 09, 2025**
Total Amount Due: **-\$187.37**

Amount Enclosed \$

000-02-25-C-C

Make checks payable to Optimum.

OPTIMUM
PO BOX 4019
CAROL STREAM IL 60197-4019

07715290614015900187375

Appendix A

Attorney General Lawsuit's & Class Actions for Truth in Advertising, Unfair Trade Practices, Breach of Contract

1. 2024 Connecticut Office of the Attorney General Truth In Advertising Lawsuit Announcement Against Altice, USA Docket No.: HHD-CV24-6184742



2. 2023 Truth in Advertising Class Action Settlement: \$15 Million Over False Advertising Case: Seale v. Altice USA, Inc. Docket No.: MER-L-618-23

3. 2023 West Virginia regulators find that Altice, USA \$2.2 million for ignoring thousands of customer complaints, reduced the number of full-time employees, intentionally reduced its maintenance work and budget and, changed its method of communicating with customers.

Reputation in the community as shown in local reporting agencies

4. The Woes of Altice Wi-Fi - Moonshine Ink

5. Optimum outages leave Tahoma residents high and dry for nearly a year - TahoeDailyTribune.com

Appendix A

Consumer Affairs Reviews – 1 Star – Not Transparent about Fees

The Latest Review on Consumer Affairs Site as of 2/15/25: “I got less from them than what they told me I would get. Called to complain and was told that the services I wanted would cost extra. Ignorant representative ended up disconnected me because he didn't know how to resolve my issue. Called back and asked if there was a way of complaining about their misrepresentation and the representative who disconnected me and was told there isn't. I have now wasted hours with them and gotten nowhere. STAY AWAY!





Charles
New York, NY

★☆☆☆☆

Customer Service Price Staff

Reviewed Feb. 5, 2025

Terrible company and service. Misrepresented what the package I wanted would include. In other words, I got less from them than what they told me I would get. Called to complain and was told that the services I wanted would cost extra. Ignorant representative ended up disconnected me because he didn't know how to resolve my issue. Called back and asked if there was a way of complaining about their misrepresentation and the representative who disconnected me and was told there isn't. I have now wasted hours with them and gotten nowhere. STAY AWAY! There are better service providers out there and I'm switching to one of them!



Optimum Reviews

1.2 ★ [2,122 reviews & ratings](#)

Updated Feb. 15, 2025

About Optimum

Optimum provides in-home connectivity and entertainment through high-speed internet, digital TV and voice services. Optimum also offers a variety of enhanced services, technical support options and smart home products through its partners.

Pros

- ✓ 30-day money-back guarantee
- ✓ \$500 contract buyouts
- ✓ No annual contracts

Cons

- ✗ Limited availability
- ✗ Not transparent about fees

Appendix B – Response to Alice USA’s Trial Brief

Altice USA, Inc.
1 Court Square
Long Island City, NY 11101

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER – SMALL CLAIMS

BRIAN MILLER,

Plaintiff,

vs.

ALTICE USA, INC.

Defendant.

Case No.: T-SC-0002038

**DEFENDANT ALTICE USA, INC.’S
TRIAL BRIEF**

**Date: February 19, 2025
Time: 1:00 PM
Dept.: 14**

Defendant ALTICE USA, INC. (hereinafter “Altice”) respectfully submits this brief to assist the Court in regard to the Small Claims hearing as follows:

I. STATEMENT OF FACTS

On December 18, 2024, at approximately 11:30 AM, Plaintiff BRIAN MILLER (hereinafter “Plaintiff”) called and spoke to a representative of Altice regarding available promotions for internet and phone services. Specifically, Plaintiff referenced a promotion he had seen offering 1 gigabyte internet speeds and mobile service for a monthly rate of \$35. The Altice representative assisting Plaintiff during his initial call proceeded to remove Plaintiff’s landline from his account as he requested, upgrade his internet service to the 1 gigabyte speed, and then quoted Plaintiff a monthly rate of \$35 for this plan. After Plaintiff informed the representative that his current modem would be compatible with 1 gigabyte internet speeds, the representative informed Plaintiff that his new plan was scheduled to go into effect on December 20, 2024, between 8-11 AM.

DEFENDANT ALTICE USA, INC.’S TRIAL BRIEF

It is accurate that we called on 12/18 at 8:53am for the purpose as stated, however, as the call will show, the following key point is factually inaccurate.

Defendant’s claim that the 1GB service would not be active until December 20 is inaccurate. As Altice USA’s call recording will show, at approximately 5 minutes into the call and again at about 14 minutes, we ask and the representative confirms it was activated on the call and confirmed the 1GB speed would be available in an hour.

Brian: So you will enable the service on this call, right.

Representative: Yes.

Brian: For a gig. And we will see if we get it, if we do then we can always call back in and cancel the visit the scheduled visit. Sound good?

Representative: Yes.

Then after a hold the representative returns to confirm:

Representative: Hello there Brian, I have successfully processed upgrading your, uhh, internet service to 1 gig.

Representative: Brian, do you have anything else, questions?

Brian: Yeah, uh so I should be able to run a speed test now and see that change?

Representative: Yeah, it will take effect after one hour.

Appendix B – Response to Alice USA’s Trial Brief

1 Later, on December 18, 2024, at approximately 4:30 PM (two days before the change was
2 even to be effective), Plaintiff again called and spoke with several representatives of Altice, with
3 Plaintiff stating that he had never received an email confirmation regarding his earlier change of
4 service request, and requesting to verify that his landline had been removed from his account and that
5 his internet speed had been increased to 1 gigabyte. During these calls, multiple representatives
6 informed Plaintiff that his change of service to his new plan was scheduled for December 20, 2024.

7 One such representative was from the technical support line and was speaking with Plaintiff
8 regarding Plaintiff’s complaint that he was not receiving 1 gigabyte internet speeds at the time of the
9 call. In discussing the scheduled change of service, the technical support representative informed
10 Plaintiff that a technician was scheduled to come out on December 20, 2024, to change Plaintiff’s

11 modem to accommodate his new internet speeds. Plaintiff reiterated that his current modem could
12 accommodate such speeds, and requested that the technician visit be cancelled. In cancelling the visit
13 as requested, the technical support representative accidentally cancelled the entire pending order,
14 which inadvertently caused Plaintiff’s landline to remain on his account, thereby increasing his
15 monthly payment to above the promotional rate. The technical support representative did, however,
16 push through the requested internet speed change and verified with Plaintiff that he was now receiving
17 1 gigabyte internet speeds.

18 Of note, throughout all of these calls during the afternoon of December 18, 2024, Plaintiff
19 repeatedly demanded courtesy credits be given to him to compensate him for his time spent on the
20 phone with Altice representatives, and more than once (falsely) told a representative that a prior
21 representative had offered him a credit when no such credit had been offered.

22 Plaintiff ultimately was offered a \$10 credit, which he accepted and was applied to his
23 account. During a later call that same afternoon, Plaintiff refused to end the call while speaking with
24 an Altice billing department representative pointedly demanding more moneys, despite the
25 representative’s explanation as to why they were unable to do so (and his prior acceptance of a \$10
26 credit for his supposed time lost), resulting in the call disconnecting due to timing out after 2 minutes.

27 ///

28 ///

-2-

DEFENDANT ALTICE USA, INC.’S TRIAL BRIEF

At approximately 1:37p on 12/18, four hours later, we called because the confirmed 1GB speed that was to be available in one hour was still at the previous plan speed. During that call we asked for confirmation of the plan and cost and we were advised to wait another hour for the speed.

Brian: What is the speed on the account at 10834 Silverfir Drive that you are showing?

Representative: You are getting a 1GB speed.

Brian: OK. And what is the total cost on the bill supposed to be.

Representative: The total cost is \$35.00.

Brian: And, umm, that is the bottom line, there are no other services on the account is that right?

Representative: Yes, you do have a phone service but you are not paying for the phone. You are only paying for the internet service.

Brian: OK. Very good. The phone is included in that \$35.00 for how long?

Representative: Yeah, so the overall cost is \$35.00. This rate should be good for a year.

Appendix B – Response to Alice USA’s Trial Brief

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2 even to be effective), Plaintiff again called and spoke with several representatives of Altice, with
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25 representative’s explanation as to why they were unable to do so (and his prior acceptance of a \$10
26 credit for his supposed time lost), resulting in the call disconnecting due to timing out after 2 minutes.

27 ///

28 ///

At approximately 4pm on 12/18, more than six hours after Altice confirmed the 1GB service would be active on the account, we were still receiving the previous plan speed. At no time did we ask for confirmation that the landline had been removed. It was confirmed during the previous call that it would remain on the account for the total cost of \$35.00 per month as agreed.

I was then transferred to technical support where the representative assisted to resolve the speed issue. She did resolve the issue and I confirmed that we were now receiving the 1GB speed. At that point everything was resolved and there was no further need to call until the next day when we received an email that raised the agreed upon price from \$35 (Exhibit A) to \$93.28 Exhibit B.

We were offered a \$10 courtesy credit for having to call back in twice to receive the confirmed 1GB speed and that was the last of three total calls on 12/18/25, therefore it is factually inaccurate that we called in again and no further calls would have been made had they not raised the price the following day.

Appendix B – Response to Alice USA’s Trial Brief

1 On December 19, 2024, at approximately 10:00 PM, Plaintiff once again angrily called Altice
2 representatives, initially alleging an internet outage and slow speeds, and later demanding that he
3 receive a \$40 outage credit. In speaking with the representatives regarding the outage, Plaintiff
4 requested to confirm his monthly rate, and the representative then informed him that his rate was \$90.
5 This monthly rate was due to the aforementioned accidental cancellation that inadvertently resulted
6 in Plaintiff’s landline remaining on his account. Plaintiff demanded to speak with a supervisor
7 regarding this issue, and the representative informed Plaintiff that supervisors were only available
8 from 8 AM to 8 PM, but the representative nonetheless attempted to address the issue with Altice’s
9 escalation team to see if any immediate resolution was possible. As the issues could not be resolved
10 at that time, Plaintiff requested that the representative submit an escalation request regarding the
11 incorrect monthly rate, Plaintiff’s request for a \$40 outage credit, and a further request to be
12 compensated for his time spent on the phone with Altice representatives at a rate of \$10 per minute
13 for a total credit of \$390. The representative submitted the requested escalation and informed Plaintiff
14 that a supervisor would follow up with him.

15 On December 20, 2024 — the date Plaintiff’s original change of service plan was to become
16 effective, Plaintiff again contacted Altice regarding his incorrect monthly rate. The reviewing Altice
17 representative contacted Altice’s sales department to correct this rate, and in reviewing the prior calls
18 with Plaintiff it was learned that Plaintiff had not been advised of the \$5 autopay/paperless fee which
19 would have effectively made his monthly rate \$40.

20 Based on the prior representatives not advising Plaintiff of this fee, in addition to correcting
21 Plaintiff’s account to remove his landline, the Altice sales representative applied a \$60 credit to
22 Plaintiff’s account for the following 12-month period in order to correct Plaintiff’s rate to the
23 promised \$35 per month. After the monthly rate discrepancy was resolved, on December 23, 2024,
24 an Altice representative inadvertently removed the rate code from Plaintiff’s account, causing his
25 monthly rate to increase to \$55 per month. Representatives of Altice subsequently noticed this
26 discrepancy, and a \$240 credit was applied to Plaintiff’s account for the following 12-month period
27 to again ensure that he would receive the promised rate of \$35 per month. An Altice representative
28 contacted Plaintiff on December 27, 2024, to inform him of this mistake and the credit that had been

DEFENDANT ALTICE USA, INC.’S TRIAL BRIEF

-3-

At approximately 7:40p on 12/19 it is accurate that we called because we had received a price increase to **\$93.28 Exhibit B.**

Brian: What is the current speed plan and what is the price showing?

Representative: OK, let me check here in my system, OK?

Brian: Thank you, Anif.

Representative: Just for the clarification, you are asking about your current plan that you have right now.

Brian: Yeah, that is right, and what is the cost?

Representative: Alright, so that is about \$90 dollars.

Brian: No, it is not. It is not \$90 dollars. On Wednesday at 11:33am we have written confirmation from Optimum a total of \$35 dollars a month, bottom line. This is another example of underhanded dishonesty.

Service outage alert.



Optimum <noreply@optimum.com>

To: bmiller@definitivetheater.com

Thu 12/19/2024 1:38 AM

We did request a credit for the outage Optimum acknowledges especially because we already had to be on the phone again with them to handle this breach of agreement.

Appendix B – Response to Alice USA’s Trial Brief

1 applied to his account to remedy such. Since that time, there have been no further issues in regard to
2 Plaintiff’s monthly rate, and at the time of this hearing the credits continue to be applied to Plaintiff’s
3 account such that he is receiving a monthly rate of \$35 before taxes and fees as was promised.

4 5 II. ARGUMENT

6 In looking at Plaintiff’s Complaint, at first it appears as if Plaintiff is making a claim akin to
7 one for false advertising, as Plaintiff alleges that Altice presents higher priced options than what had
8 been agreed to in writing. However, Plaintiff also continues to allege that he is requesting
9 compensation for his “time and resources” based on his multiple conversations with Altice
10 representatives as discussed above. Further, when asked to articulate how Plaintiff calculated the
11 amount allegedly owed to him by Altice, Plaintiff focused entirely on his time spent interacting with
12 Altice employees and representatives (even when he refused to get off the phone), and his costs and
13 time associated with preparing for the present small claims hearing.

14 None of the damages alleged by Plaintiff relate in any way to Plaintiff’s allegation that Altice
15 presented higher prices than those agreed to in writing. This is likely because Plaintiff received the
16 promotional rate of \$35 per month that he was promised, and thus Plaintiff cannot show any injury,
17 contractual breach, misrepresentation, and/or damages related to his allegation that he was presented
18 with higher prices. While human error did initially cause issues with Plaintiff receiving the
19 promotional rate (ironically, because Plaintiff himself mistakenly initiated a call on December 18
20 asking why a change had not taken place two days prior to the date the change was to be effective).

21 Altice promptly applied credits to Plaintiff’s account to ensure that he would receive the promised
22 rate of \$35 per month, and the rate issues were resolved within 10 days of Plaintiff’s request for a
23 change of service without Plaintiff having incurred any expense related to said errors. Also, Plaintiff
24 was provided a \$10 credit—which he accepted—as a gesture of goodwill to compensate him for his
25 time on the telephone and the innocent mistake. Further, Plaintiff was provided with his upgraded
26 internet speeds two days earlier than initially scheduled, and with the exception of rare internet
27 outages impacting multiple Altice clients, Plaintiff has continued to receive 1 gigabyte internet speeds
28 per his upgraded plan since that date.

DEFENDANT ALTICE USA, INC.’S TRIAL BRIEF

When a business provides written confirmation for a specific price for a service then proceeds to raise the price, the company has an obligation to correct their mistake, however, when they put the customer thru hours upon hours of calls and department transfers in an exhaustive endeavor to get the originally promised price, is that really a simple price mistake that Altice alleges?

If it is a simply mistake as alleged, upon making the mistake the company had an obligation to correct it. Instead, they repeatedly argued that the price was no longer available.

While acknowledging their mistake at line 18 which resulted in the price increase, they also argue that the mistake was ultimately ours at line 19 and 20 with the claim that that all the time spent was two days prior to the date the change was to be effective.

The call transcripts in Appendix A show this claim is false and without merit. While the defendant is responsible to produce the call recordings to support their claim, the transcripts show Altice’s commitment for the plan to be active in an hour on 12/18/24. Therefore, the claim that all the time and resources spent resolving the cost increase in the two days following has no factual basis.

If it were fact that “Altice promptly applied credits” why would I have to make 10 more calls over the within the next 10 days even as they admit to on line 22 of page 4 in their brief?

Appendix C – Business & Professions Code Reference

Code Search

Text Search

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[cross-reference chaptered bills](#)

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Search Phrase:

BUSINESS AND PROFESSIONS CODE - BPC

DIVISION 7. GENERAL BUSINESS REGULATIONS [16000 - 18107] (*Division 7 added by Stats. 1941, Ch. 61.*)

PART 3. REPRESENTATIONS TO THE PUBLIC [17500 - 17943] (*Part 3 added by Stats. 1941, Ch. 63.*)

CHAPTER 1. Advertising [17500 - 17606] (*Chapter 1 added by Stats. 1941, Ch. 63.*)

ARTICLE 1. False Advertising in General [17500 - 17509] (*Article 1 added by Stats. 1941, Ch. 63.*)

17500. It is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services, professional or otherwise, or anything of any nature whatsoever or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement, concerning that real or personal property or those services, professional or otherwise, or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised. Any violation of the provisions of this section is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine not exceeding two thousand five hundred dollars (\$2,500), or by both that imprisonment and fine.

(Amended by Stats. 1998, Ch. 599, Sec. 2.5. Effective January 1, 1999.)

Intent Defined

If a corporation creates a plan to deceive others by advertising something at a price then making it impossible to obtain that price – whether thru neglect or by design, and it is shown they knew or should have known it resulted in selling at a higher price, this is a violation. The intent according to Section 17500 is measured by the outcome. If the higher than advertised price is in force intent is met.

Appendix D – Deceptive Practices Reference

CIVIL CODE - CIV

DIVISION 3. OBLIGATIONS [1427 - 3273.69] (*Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.*)

PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273.69] (*Part 4 enacted 1872.*)

TITLE 1.5. CONSUMERS LEGAL REMEDIES ACT [1750 - 1784] (*Title 1.5 added by Stats. 1970, Ch. 1550.*)

CHAPTER 3. Deceptive Practices [1770- 1770.] (*Chapter 3 added by Stats. 1970, Ch. 1550.*)

1770. (a) The unfair methods of competition and unfair or deceptive acts or practices listed in this subdivision undertaken by any person in a transaction intended to result or that results in the sale or lease of goods or services to any consumer are unlawful:

- (1) Passing off goods or services as those of another.
- (2) Misrepresenting the source, sponsorship, approval, or certification of goods or services.
- (3) Misrepresenting the affiliation, connection, or association with, or certification by, another.
- (4) Using deceptive representations or designations of geographic origin in connection with goods or services.
- (5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have.
- (6) Representing that goods are original or new if they have deteriorated unreasonably or are altered, reconditioned, reclaimed, used, or secondhand.
- (7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.
- (8) Disparaging the goods, services, or business of another by false or misleading representation of fact.
- (9) Advertising goods or services with intent not to sell them as advertised.**
- (10) Advertising goods or services with intent not to supply reasonably expectable demand, unless the advertisement discloses a limitation of quantity.
- (11) Advertising furniture without clearly indicating that it is unassembled if that is the case.
- (12) Advertising the price of unassembled furniture without clearly indicating the assembled price of that furniture if the same furniture is available assembled from the seller.

Appendix E – Court Costs & Professional Services

Cost Expenses for Breach of Contract

Court Costs, Electronic Filings, Service, Professional Services						
Description	Invoice ID	Filing ID	Invoice Date		Total Amount	Date Paid
Form SC-100 Filing	8696731	11406900	1/3/2025		\$99.15	1/7/2025
Form SC-100 ReFiling	8766453	11467778	1/15/2025		\$21.90	1/15/2025
Form SC-104 Filing	8849756	11561376	1/31/2025		\$21.90	1/31/2025
Form SC-104 ReFiling	8924789	11618514	2/11/2025		\$21.90	2/14/2025
Serve for Altice USA, Inc.	681646		1/10/2025		\$157.70	1/10/2025
Serve for Yaana Technologies, LCC	688128		1/13/2025		\$90.00	1/13/2025
Serve for CSC Holdings, LLC	716591		2/11/2025		\$92.70	2/11/2025
Reserv for Altice USA, INC.	719879		2/13/2025		\$127.70	2/13/2025
Professional Services	AI Lawyer - Research				\$99.00	12/23/2025
Professional Services	Legal Consultant				\$155.00	1/30/2025
Professional Services	Legal Consultant				\$175.00	2/17/25
Court Costs & Professional Services					\$1,061.95	

Appendix F – Injunction/Specific Performance Cost

Remaining Balance Due from Breach of Agreement

Exhibit	Description	Monthly Cost	12 Month Cost/Credit
Exhibit A	The Agreement	\$35.00	\$420.00
Exhibit H	My Current Bill	\$56.00	\$672.00
Appendix F	The Difference Between Agreement and the Actual Bill		-\$252.00
Exhibit F	Altice Resolution - The Credit		-\$240.00
	The Outstanding Amount Remaining: Breach of Contract		- \$12.00

Appendix G – Incidental Damage: Call Index & Negligence Damage Subtotal

	Call & Appendix Reference	From/To	General Description	Date	Start Time	Damages	Approximate Duration Mins	Transcript Link
Related to Change of Service - \$0 Cost	1A	To Optimum	Change to 1GB internet with phone for \$35/mo to be available “after one hour.” MIN 5:27 Appendix B Reference confirming 1GB service would be enabled today and MIN 9:35: Successfully processed upgrading your, uhh, internet service to 1 gig.	12/18/2024	8:53a	\$0.00	14	
	2A	From Optimum	Optimum Dropped, Returning Call to Continuation of previous call that dropped requiring In writing change made that does come which is Exhibit A. Complete Email Confirmation.	12/18/2024	9:08a	\$0.00	24	
	3A	To Optimum	Service Still at 300Mbps, Confirmed Cost and Pan. SECOND 16 "You are getting 1 Gig Speed. SEC 25 "Total Cost is \$35. SEC 45 "You do have a phone service but you are not paying, you only are paying for internet" MIN 1 "Overall cost is \$35 this rate will be good for a year"	12/18/2024	1:37p	\$0.00	2	
	4A	To Optimum	Service still at 300Mbps. 1GB delivered on this call.	12/18/2024	8:00p approx	\$0.00	17	
Related to Deceptive Practices, Breach, Negligence Incoming and Outgoing Calls With Altice	1A	To Optimum	Price increase to \$93.28/mo. Representative spends tremendous time reviewing to report the promotion is no longer available. Commitment was made for leadership to call at 8a pacific the following day. No follow up from Altice was received. Credit for Area outage 00206575694.	12/19/2024	7:40p	\$395.00	41	
	1C	To Altice Executive Relations	No 8a call from Optimum. Called Executive Relations, spoke to David with Executive Relations Hangs Up After Saying the Discount Expired. MIN 3:15 "You had a discount that did expire" "I just had this change Wednesday, there is no discount that would have expired, this is Friday."	12/20/2024	5:55a PST / 8:55a EST	\$250.00	25	
	2C	To Altice Executive Relations	Called Executive Relations Back. Irma says we lost the promotional credit. We insist on resolution. Requested ETA on call back, no follow up commitment provided.	12/20/2024	6:20a	\$610.00	61	
	3C	To Altice Executive Relations	Called back, no resolution, spoke to David with Executive Relations.	12/20/2024	7:25a approx	\$240.00	24	
	4C	To Altice Executive Relations	Called back, spoke to Crystal who said she would assist to own the issue.	12/20/2024	7:50a approx	\$350.00	35	
	5C	From Altice Executive Relations	Crystal called; attempts to provide higher price resolution as shown in email exhibit. We reject the higher price tactic.	12/20/2024	2:36p	\$100.00	10	
	1D	From Altice Executive Relations	Crystal called to explain another attempted higher cost solution. We reject the higher price tactic.	12/23/2024	10:35a	\$220.00	22	
	1E	To Altice Executive Relations	Called to report discrepancy between what Crystal Adjusted and Written Confirmation Received. Spoke to Tom with Optimum Customer Relations who then quotes \$55 and we confirm it should be \$35.	12/23/2024	4:03p	\$230.00	23	
	2E	From Altice Executive Relations	Thomas called with completely different, higher pricing. We reject and request escalation yet again as no pricing is in agreement with Crystal's Exhibit D communication.	12/23/2024	4:59p	\$100.00	10	
	1F	From Altice Executive Relations	Crystal called, acknowledged pricing is wrong again. Adjustments were removed. Had to get someone else involved. Acknowledges 1GB and home not mobile phone included in package for \$35.	12/27/2024	10:06a	\$380.00	38	
	2F	From Altice Executive Relations	Crystal says plan is no longer available, makes \$240.00 credit falling short of the \$35/mo Exhibit A commitment. MIN 7:46 "We acknowledge Yes offered you this promotion. Yes, we did not uphold to it and this is how we can resolve it."	12/27/2024	1:06p	\$300.00	30	
			Subtotal For Negligence: Damage to my Business				\$3,175.00	

Appendix H – Punitive Damages & Total Damage Summary

Civil Code 1780 remedies Section

Three times actual damages each violation of the act in punitive damages

Two times actual out of pocket costs for the suit so $\$1,061.95 \times 2 = \$2,123.90$ per occurrence or $\$6,371.70$ total. I think this amount is reasonable and can be justified if asked how you calculated it.

Appendix	Description	Cost
<u>E</u>	Court Costs & Professional Services: Cost Expenses for Breach of Contract	\$1,061.95
<u>F</u>	Injunction/Specific Performance Cost: Remaining Balance Due from Breach of Agreement	\$12.00
<u>G</u>	Incidental Damage: Call Index & Negligence Damage	\$3,175.00
H	Punitive Damages	\$6,371.70
	Total Amount Due Plaintiff	\$10,620.65

From: Brian Miller <bmillier@definitivetheater.com>
To: Noah Hallam <noah@sims-law.net>
Subject: RE: Miller v. Altice USA - Confirmation re 9/3 Hearing
Date: Wednesday, September 3, 2025 6:03:00 PM

Thank you for the update, Noah.

Regards, Brian

From: Noah Hallam <noah@sims-law.net>
Sent: Wednesday, September 3, 2025 5:54 PM
To: bmillier@definitivetheater.com
Subject: Miller v. Altice USA - Confirmation re 9/3 Hearing

Hello Mr. Miller,

I'm having some computer difficulties now that I'm back home, so I apologize if this email has any odd formatting due to it being sent from my phone.

Per our discussion at the courthouse today, I wanted to confirm for you that I spoke with the representative from Altice who had asked me to attend the hearing this afternoon. I told her that they will need to issue a payment for \$400.00 and file proofs of payment with the court for all payments issued, which she confirmed they will do and that they will try to expedite the check to you. I also asked them to make sure to include you when they submit proof of payment to the court so that you receive notice accordingly.

I also discussed with them the need to have your monthly billed totaled be \$35.00 exactly without any additional taxes or fees. I emphasized to them that this should not use any credits as they tried in the past, but instead you should receive a bill showing a total charge of \$35.00. She informed me she will work with their accounting team to make that happen, and I have asked her to provide me updates if any issues arise so that I can endeavor to keep you informed as Altice works to satisfy the judgment in its entirety.

I did inform them of the continued hearing on 10/1 and that if the judgment has not been fully satisfied by that time, then they will need to comply with the subpoena and produce the requested records. I am optimistic that they will take the steps necessary to fulfill the judgment, but I will continue to work with them to ensure they fully comply with at least one of the two options provided by the court today.

Thank you for your cooperation and understanding as we work to fulfill this judgment. I

will reach out should I receive any notable updates from Altice, but if you have any comments or questions in the meantime, please do not hesitate to contact our office.

Sincerely,

Noah W. Hallam, Esq.