UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If You Currently Subscribe to Cablevision Cable Television Services, or If You Subscribed at Any Time Since April 30, 2004, You Could Benefit from a Class Action Settlement.

The District Court has authorized this notice. It is not a solicitation from a lawyer.

Si desea recibir esta notificación en español, visite nuestra página web.

- There is a Settlement in a class action lawsuit against Cablevision claiming that certain business practices resulted in subscribers paying higher prices for Cablevision's cable TV set-top boxes.
- Subject to certain exceptions, the Settlement Class includes all persons in New Jersey, Connecticut and New York who subscribed to Cablevision's video services and paid a monthly fee to Cablevision to lease a Set-Top Box at any time from April 30, 2004 to March 9, 2016.
- The Settlement offers credits for services (ranging between \$50-\$140 in value) or a one-time bill credit (ranging between \$20-\$40) to Cablevision's Current Subscribers. Former Subscribers can get a one-time cash payment (ranging between \$20-\$40) and other benefits.

Your legal rights are affected even if you do not act. Read this notice carefully.

Summary of Your Legal Rights and Options			
Submit a Claim Form by September 23, 2016	Submit a Claim Form for a cash payment, bill credit, and/or credits for certain Cablevision services (<i>see</i> Question 11).		
Exclude Yourself by August 24, 2016	Ask to be excluded and get no benefits from the Settlement. This is the only option that allows you to keep the right to sue Cablevision at your own expense (<i>see</i> Question 16).		
Object by August 24, 2016	Write to the Court about why you do not like the Settlement (see Question 19).		
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement (see Question 19).		
Do Nothing	Give up your rights to sue Cablevision for the legal claims resolved by this case. Current Subscribers who do nothing will automatically receive access to a four month subscription to the Internet-delivered SundanceNow service from AMC.		

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed consistent with the Settlement.

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BASIC INFORMATION

1. Why is this notice being provided?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and all of your options before the Court decides whether to give "final approval" to the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Judge Madeline C. Arleo of the United States District Court for the District of New Jersey is overseeing this class action. The Settlement resolves *Marchese v. Cablevision Systems Corp.*, No. 2:10-cv-02190-MCA-MAH (D.N.J.), which was filed in April 2010.

The people who sue are called "Plaintiffs." The companies being sued – Cablevision Systems Corporation and CSC Holdings LLC, collectively called "Cablevision" – are the "Defendants."

2. What is this lawsuit about?

This lawsuit claims that Cablevision violated federal and state laws by requiring its cable TV subscribers to rent a set-top box from Cablevision in order to receive certain video services. Plaintiffs claim that these practices resulted in subscribers paying higher prices for Cablevision's cable TV set-top boxes. Cablevision denies the claims and allegations in this lawsuit. The Plaintiffs' Complaint includes all of Plaintiffs' claims in the lawsuit and is available at www.cableboxsettlement.com.

3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of people who have similar claims. In this case, the Class Representatives are Gary Marchese, Esther Weinstein, and Joan Howard. All of these people are members of the Settlement Class. One court resolves the issues for all members of the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Cablevision. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. A settlement is a compromise. The Settlement does not mean that any law was broken or that Cablevision did anything wrong. Cablevision denies all legal claims in this case. Plaintiffs and their lawyers think the Settlement is best for all members of the Settlement Class.

WHO IS IN THE SETTLEMENT

To see if you will be affected by the Settlement or if you can get a benefit from it, you first have to decide if you are a member of the Settlement Class.

5. How do I know if I am part of the Settlement Class?

The Court decided that, subject to certain exceptions, the Settlement Class includes all persons in New Jersey, Connecticut and New York who subscribed to Cablevision's video services and paid a monthly fee to Cablevision to lease a Set-Top Box at any time from April 30, 2004 to March 9, 2016.

6. Are there exceptions to being included?

Yes. The following are not included in the Settlement Class:

- Anyone who excludes themselves from the Settlement (see Questions 14-16);
- Commercial, bulk and municipal accounts of Cablevision;
- Cablevision's officers, directors, affiliates, subsidiaries, and counsel;
- Class Counsel and Class Counsel's employees; and
- Judge Madeline C. Arleo, Magistrate Judge Michael A. Hammer, and any other judicial officers who are or may be assigned to this case; those Judges' immediate families; and those Judges' law clerks, judicial staff, and their immediate families.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or if you have any other questions about the Settlement, visit the Settlement website at www.cableboxsettlement.com or call the toll free number, 888-760-4871. You may also write with questions to Set-Top Box Claims Administrator, PO Box 3719, Portland, OR 97208-3719, or send an e-mail to info@cableboxsettlement.com.

THE SETTLEMENT BENEFITS — WHAT YOU GET IF YOU QUALIFY

If the Settlement is approved and becomes final, it will provide benefits to qualified members of the Settlement Class. The benefits of the Settlement are different for Former and Current Cablevision Subscribers.

8. What does the Settlement provide?

Cablevision has agreed to provide Settlement Class Members certain benefits, outlined in Questions 9 and 10 below. Cablevision has also agreed to certain changes to its business practices through December 7, 2019; more information on these changes can be found in the Settlement Agreement.

The cost to administer the Settlement will be borne by Cablevision (*see* Question 18). Cablevision has also agreed to pay Class Counsel's attorneys' fees and expenses up to \$9.5 million, as approved by the Court.

9. What are the benefits of the Settlement for current Cablevision Subscribers?

Under the Settlement Agreement, "Current Subscribers" are Settlement Class Members who are subscribers to Cablevision's cable TV services as of March 9, 2016 (the date of the Court's Preliminary Approval Order) and who lease a Set-Top Box from Cablevision.

All Current Subscribers will automatically receive access to a free four month subscription to the Internet-delivered SundanceNow service from AMC.

In addition, if you are a Current Subscriber and file a Claim Form, you may receive additional benefits. The benefits you can choose will vary based on the length of time that you have been a Cablevision cable TV subscriber and on your current services.

If you have subscribed to Cablevision's cable TV services for **36 months or less**, you may choose from **one** of the following benefits:

- 1) A one-time credit of \$20 off your Cablevision bill; or
- 2) Five months of free multi-room DVR service (an estimated \$64.75 value). This option is only available to customers who do not already subscribe to multi-room DVR, but have at least one digital set-top box in their household; or
- 3) One additional set-top box for 8 months (\$63.60). Free equipment available for pick-up only; or
- 4) Three months of Starz/Encore, including Starz on Demand and Encore on Demand (an estimated \$50.70 value). This option is only available to customers who do not already subscribe to these services.

If you have subscribed to Cablevision's cable TV services for **greater than 36 months and up to 72 months**, you may choose from **one** of the following benefits:

- 1) A one-time credit of \$30 off your Cablevision bill; or
- 2) Eight months of free multi-room DVR service (an estimated \$103.60 value). This option is only available to customers who do not already subscribe to multi-room DVR, but have at least one digital set-top box in their household; or
- 3) One additional set-top box for 13 months (an estimated \$103.35). Free equipment available for pick-up only; or
- 4) Three months of Starz/Encore and Showtime, including Starz on Demand, Encore on Demand, and Showtime on Demand (an estimated \$101.40 value). This option is only available to customers who do not already subscribe to these services.

If you have subscribed to Cablevision's cable TV services for **more than 72 months**, you may choose from **one** of the following benefits:

- 1) A one-time credit of \$40 off your Cablevision bill; or
- 2) Eleven months of free multi-room DVR service (an estimated \$142.45 value). This option is only available to customers who do not already subscribe to multi-room DVR, but have at least one digital set-top box in their household; or
- 3) One additional set-top box for 18 months (an estimated \$143.10 value). Free equipment available for pick-up only; or
- 4) Three months of Starz/Encore and Showtime, including Starz on Demand, Encore on Demand, and Showtime on Demand, plus four months of Optimum SportsPak (an estimated \$137.20 value). This option is only available to customers who do not already subscribe to these services.

Additional equipment may be required to receive one or more of the options listed above. For the additional set-top box option, equipment will be provided for free during the indicated term, but must be picked up from an Optimum Store, self-installed by the customer, and returned to an Optimum store by the end of the free period (failure to return the set-top box by the expiration of the free period will result in the usual charge Cablevision applies for monthly equipment rental). Customers who elect the additional set-top box option will be charged for all set-top boxes on their account if they return a set-top box during the benefit period. Customers who elect the multi-room DVR service or premium channel option will not need to contact Cablevision to cancel the service before expiration of the free period, as those services will automatically expire at the end of the applicable period. Benefits will become available one hundred and twenty (120) days after the Effective Date of the Settlement, and Claimants will be notified of the commencement of the settlement credits in a bill they receive before the settlement credit commences and expiration of the settlement credits in the last bill that they receive before the settlement credits expire. Information on how to obtain SundanceNow will be provided following Final Approval of the Settlement by the Court.

10. What are the benefits of the Settlement for former Cablevision Subscribers?

Under the Settlement Agreement, "Former Subscribers" are Settlement Class Members who subscribed to Cablevision's cable TV services at any time from April 30, 2004 through March 9, 2016, but are no longer subscribers of Cablevision's cable TV services as of March 9, 2016 (the date of the Court's Preliminary Approval Order), and who, during their subscription, paid Cablevision a monthly fee to lease a Set-Top Box.

If you are a Former Subscriber, you can submit a Claim Form for a one-time cash payment plus access to a free four month subscription to the Internet-delivered SundanceNow service from AMC. Information on how to obtain SundanceNow will be provided following Final Approval of the Settlement by the Court. The amount of the cash payment you can receive will vary based on the length of time that you were a Cablevision cable TV subscriber.

If you formerly subscribed to Cablevision's cable TV services for **36 months or less**, you can receive a cash payment of \$20.

If you formerly subscribed to Cablevision's cable TV services for **greater than 36 months and up to 72 months**, you can receive a cash payment of \$30.

If you formerly subscribed to Cablevision's cable TV services for **more than 72 months**, you can receive a cash payment of \$40.

HOW TO GET A PAYMENT OR OTHER BENEFITS

11. What do I need to do to participate in the Settlement?

If you are a Current Subscriber, you must submit a Claim Form to choose your benefit. Current Subscribers will automatically receive access to a free four month subscription to the Internet-delivered SundanceNow service even if they do not submit a Claim Form. Claim Forms are available online at www.cableboxsettlement.com, or by calling 888-760-4871, or by writing to Set-Top Box Claims Administrator, PO Box 3719, Portland, OR 97208-3719. Claims must be filed online or postmarked by **September 23, 2016**.

If you are a Former Subscriber, you must submit a Claim Form to receive any benefits. Former Subscribers will <u>not</u> receive any benefits if they do nothing. Claim Forms are available online at www.cableboxsettlement.com, or by calling 888-760-4871, or by writing to Set-Top Box Claims Administrator, PO Box 3719, Portland, OR 97208-3719. Claim Forms must be filed online or postmarked by **September 23, 2016**.

Please read all instructions carefully and fill out the Claim Form completely. Notify the Claims Administrator if you change your postal or email address after submitting your Claim Form.

12. When will I get benefits?

Benefits will be distributed after the Court grants "final approval" of the Settlement and any appeals are resolved (*see* Question 21 below). It is uncertain when any appeals made will be resolved, and resolving them can take time. Please be patient. Check the Settlement website at www.cableboxsettlement.com for updates.

13. What am I giving up to get a benefit?

If the Settlement becomes final, all members of the Settlement Class – whether you submit a Claim Form or do nothing at all – will be releasing Cablevision from all of the legal claims described and identified in Section 11 of the Settlement Agreement. This means you will give up your right to sue Cablevision regarding any of the claims resolved by this Settlement.

The Settlement Agreement is available at www.cableboxsettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions, so read it carefully. You can talk to the law firm representing the Settlement Class (listed in Question 17) for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed Settlement and you want to keep the right to sue Cablevision about the legal issues in this case, then you must take steps to get out of the Settlement Class. This is called asking to be excluded from, or sometimes called "opting out" of, the Settlement Class.

14. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not get any Settlement Benefits and you cannot object to the proposed Settlement. You will not be bound by anything that happens in this class action Settlement.

15. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue Cablevision for all of the claims that the Settlement resolves. You must exclude yourself from this Settlement Class to start or continue your own lawsuit relating to the claims in this case.

16. How do I get out of the Settlement?

To exclude yourself from the Settlement and Settlement Class, you must send a letter or other written document (an "Opt-Out Request") that says you want to be excluded from the Settlement in *Marchese v. Cablevision Systems Corp.*, No. 2:10-cv-02190-MCA-MAH (D.N.J.). The letter must include your name, address, and signature.

You must mail your completed Opt-Out Request, postmarked no later than August 24, 2016, to both of the below recipients:

CLAIMS ADMINISTRATOR	CLASS LEAD COUNSEL
Set-Top Box Claims Administrator PO Box 3719 Portland, OR 97208-3719	Brett Cebulash, Esq. Kevin Landau, Esq. Taus, Cebulash & Landau, LLP 80 Maiden Lane, Suite 1204 New York, NY 10038

If you do not follow these procedures, you will remain a member of the Settlement Class and lose any opportunity to exclude yourself from the Settlement.

You cannot ask to be excluded on the phone, by email, or at the website.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in the case?

The Court appointed Taus, Cebulash & Landau, LLP as "Class Lead Counsel" to represent the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

18. How will the administrative costs and attorneys' fees be paid?

Cablevision has agreed to pay the costs of class notice and claims administration, including the costs of mailing notice forms, subject to certain limits specified in the Settlement Agreement.

If the Settlement is approved by the Court, Class Counsel will ask the Court for reasonable attorneys' fees and expenses of no more than \$9.5 million. These fees and expenses will be decided by the Court and paid by Cablevision, and will not reduce the benefits Settlement Class Members receive. Members of the Settlement Class will not have to pay the fees and expenses of Class Counsel. Class Counsel will also request that \$5,000 be paid to each Class Representative for his or her services on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement Class, you may object to the Settlement or any part of it, including the terms of the proposed Settlement or Class Counsel's request for attorneys' fees and expenses.

An objection to the Settlement Agreement must include:

- 1) The full name and current address of the person objecting, and a statement whether the person is or was a Cablevision cable television subscriber and for how long;
- 2) The case name: *Marchese v. Cablevision Systems Corp.*, No. 2:10-cv-02190-MCA-MAH (D.N.J.);
- 3) The reasons why you object to the proposed settlement;
- 4) Any evidence, briefs, motions, or other materials you intend to offer in support of your objection;
- 5) The name and contact information of any attorney that you have retained to represent you for the objection;
- 6) If you or your attorney want to speak in Court, a statement that you intend to appear at the Final Fairness Hearing (see Question 21); and
- 7) Your signature.

Also, for your objection to be effective, you must identify (by case name, court, and docket number) all other cases in which you (directly or through counsel) or your counsel (on behalf of any person or entity) have filed an objection to any other proposed class action settlement.

You must mail your objection to each of the addresses below so that it is postmarked by **August 24, 2016**.

Court	CLASS LEAD COUNSEL	CABLEVISION'S COUNSEL
U.S. District Court for the	Brett Cebulash, Esq.	Mark Popofsky, Esq.
District of New Jersey	Kevin Landau, Esq.	Ropes & Gray, LLP
Clerk of the Court	Taus, Cebulash & Landau, LLP	2099 Pennsylvania Avenue, N.W.
Martin Luther King Building &	80 Maiden Lane, Suite 1204	Washington, DC 20006-6807
U.S. Courthouse	New York, New York 10038	
50 Walnut Street, Room 4015		
Newark, NJ 07101		

If you do not follow these procedures, you will lose any opportunity to have your objection considered at the Final Fairness Hearing, as well as your right to object to the approval of the Settlement or to appeal any of the Court's decisions related to the Settlement.

20. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement and you will not be eligible to apply for any benefits under the Settlement.

21. When and where will the Court decide whether to approve the Settlement?

On **September 12, 2016,** at 11:00 a.m., the Court will hold a public Final Fairness Hearing in the United States District Court for the District of New Jersey, located at Courtroom 2A of the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. At this hearing, the Court will determine whether the Settlement is fair, adequate, and reasonable and should be finally approved. The Court will also consider Class Counsel's request for attorneys' fees and expenses.

This hearing may be delayed or rescheduled by the Court without further notice to the Settlement Class. Members of the Settlement Class who support the Settlement do not need to appear at the hearing or take any other action to indicate their approval of the Settlement. Members of the Settlement Class who object to the Settlement are not required to attend the Final Fairness Hearing. If you want to speak in Court in opposition to the Settlement, either personally or through your own separate attorney, you must state in your written objection your intention to appear at the Final Fairness Hearing, as explained in Question 19.

22. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Fairness Hearing at your own expense. If you send in a written objection, you do not have to come to the Final Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Final Fairness Hearing, but their attendance is not necessary.

23. What happens if I do nothing at all?

If you are a Former Subscriber and do nothing, you will not get benefits from this Settlement. If you are a Current Subscriber and do nothing, you will automatically receive access to a free four month subscription to the Internet-delivered SundanceNow service from AMC. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Cablevision about the claims in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement itself. You can view a copy of the Settlement Agreement and read a list of Frequently Asked Questions at www.cableboxsettlement.com. You may also write with questions to Set-Top Box Claims Administrator, PO Box 3719, Portland, OR 97208-3719.

You can file a Claim Form at the website, or have a Claim Form mailed to you by calling 888-760-4871. If you wish to communicate directly with Class Lead Counsel, you may contact them at the address listed in Question 16. You may also seek advice and guidance from your own private attorney at your own expense.