

EXECUTION VERSION

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

GARY MARCHESE, ESTHER
WEINSTEIN and JOAN HOWARD
Individually, and on Behalf of All Others
Similarly Situated,

Plaintiffs,
vs.

CABLEVISION SYSTEMS
CORPORATION and CSC HOLDINGS,
LLC,

Defendants.

Civil Action No.
10-2190 (MCA) (MAH)

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement, as defined below, is made and entered into on December 7, 2015 (the “Execution Date”), by and between Defendants Cablevision Systems Corporation and CSC Holdings, LLC (collectively “Cablevision”) and Plaintiffs Gary Marchese, Esther Weinstein, and Joan Howard (collectively “Plaintiffs”), individually and as representatives of others similarly situated, which constitute the Settlement Class as defined below, acting by and through their undersigned counsel, to fully and finally settle the case styled *Marchese v. Cablevision Systems Corporation* pending before this Court (the “Court”).

1. Recitals

WHEREAS, on April 30, 2010, Plaintiff Gary Marchese filed a class action complaint in this court captioned *Marchese v. Cablevision Systems Corp.*, Civil Action No. 10-2190 (MCA) (MAH) (D.N.J.), alleging, among other things, that Defendants unlawfully conditioned the

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subscription of Cablevision video service on a subscriber's lease of a Set-Top Box in violation of Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1 & 2);

WHEREAS, Defendants moved to dismiss Plaintiffs' complaint on three occasions and the Court gave Plaintiffs leave to amend their complaint on each occasion;

WHEREAS, following briefing on Defendants' third motion to dismiss, on January 9, 2012, the Court denied Defendants' motion in part and granted it in part, permitting Plaintiffs' Section 1 and common law claims to proceed, but dismissing Plaintiffs' monopolization claims under Section 2;

WHEREAS, on May 4, 2012, Cablevision filed an answer in which it asserted defenses to Plaintiffs' claims, denied that it had violated any law or other duty, and denied each of Plaintiffs' claims of liability, wrongdoing, injuries, damages, and entitlement to any relief;

WHEREAS, the Parties engaged in extensive fact discovery, which included the exchange of written discovery, Cablevision's production and Plaintiffs' review of over 1.4 million documents and terabytes of data, and 14 fact depositions;

WHEREAS, on January 9, 2015, Plaintiffs moved for class certification and filed the expert reports of Justine Hastings, Ph.D., in support thereof;

WHEREAS, on January 30, 2015, Defendants moved to exclude Dr. Hastings' opinions and submitted the reports of Dr. Lauren J. Stiroh and Dr. Gerry W. Wall in support thereof;

WHEREAS, as a result of arm's-length negotiations, Plaintiffs and Cablevision have entered into this Settlement Agreement, subject to approval by the Court;

WHEREAS, the Parties wish to settle and resolve all of Plaintiffs' claims to avoid the uncertainties and risks of litigation, to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgments

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contemplated by this Agreement so as to put to rest totally and finally the matters raised by Plaintiffs (the “Settlement”);

WHEREAS, Plaintiffs, Class Lead Counsel and Class Counsel have conducted extensive discovery, have retained and consulted with industry, economic and damages experts, and have engaged in extensive negotiations with Cablevision; and, considering the benefits of the Settlement and the risks of litigation, have concluded that it is in the best interest of Plaintiffs and Settlement Class Members to enter into this Settlement Agreement. Plaintiffs, Class Lead Counsel and Class Counsel agree that this Settlement Agreement is fair, reasonable, and adequate with respect to the interests of Plaintiffs and Settlement Class Members, and should be approved by the Court pursuant to Federal Rule of Civil Procedure 23(e).

2. Definitions.

- 2.1. “Action” shall mean *Marchese et al. v. Cablevision Systems Corporation* (No. 10-2190-MCA-MAH) (D.N.J.).
- 2.2. “Agreement” or “Settlement Agreement” means this document including all exhibits.
- 2.3. “Claim Form” shall mean the document that must be submitted electronically or by mail by Settlement Class Members in order to obtain the benefits of this Settlement Agreement, models of which are attached as Exhibit “A” (for Current Subscribers) and Exhibit “B” (for Former Subscribers).
- 2.4. “Claimant” shall mean a person or entity who timely submits a valid Claim Form.
- 2.5. “Claims Administrator” shall mean Epiq Class Action & Claims Solutions, Inc.

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- 2.6. “Class Counsel” shall mean those lawyers listed on the signature page who provided representation to Settlement Class Members in this Action and are entitled to participate in any fee award.
- 2.7. “Class Lead Counsel” shall mean Taus, Cebulash & Landau, LLP, 80 Maiden Lane, Suite 1204, New York, NY 10038.
- 2.8. “Class Period” shall mean the period of time commencing no earlier than April 30, 2004, and ending on the date of Preliminary Approval.
- 2.9. “Class Representatives” shall mean Gary Marchese, Esther Weinstein, and Joan Howard (also “Plaintiffs”).
- 2.10. “Current Subscribers” shall mean Settlement Class Members who are subscribers to Cablevision video services and lease a Set-Top Box from Cablevision as of the date of Preliminary Approval.
- 2.11. “Effective Date” shall mean the first business day after the last of the following dates, as applicable, has passed: (a) ten (10) days after the time for appeal from the Court’s entry of the Final Judgment has expired; (b) in the event that the Final Judgment is appealed, ten (10) days after the time that either all such appeals shall have been dismissed prior to resolution by the appellate court or that the Final Judgment has been affirmed in its entirety without any modification or change by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal, by certiorari or otherwise; provided, however, that a court may change or modify the payment of the Attorneys’ Fee Sum (as defined in Section 10.2) without changing the Effective Date.

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- 2.12. “Final Judgment” means the Court’s final order approving the settlement and this Agreement, a proposed form of which is attached as Exhibit C to this Agreement.
- 2.13. “Former Subscribers” shall mean Settlement Class Members who are not Current Subscribers as of the date of Preliminary Approval.
- 2.14. “Notice” shall mean notification of the proposed Settlement as provided for in Section 4.
- 2.15. “Opt-Out Request” shall mean the request for exclusion that must be sent to the Claims Administrator and Class Counsel or Class Counsel’s designee as provided for in Section 6.
- 2.16. “Parties” shall mean, collectively, Cablevision and Plaintiffs.
- 2.17. “Preliminary Approval” shall mean the Court’s order preliminarily approving this Settlement Agreement without any modification, effective on the date of entry of the Preliminary Approval Order, a proposed form of which is attached as Exhibit D to this Agreement.
- 2.18. “Released Claims” shall mean the claims released pursuant to Section 11 of this Settlement Agreement.
- 2.19. “Released Parties” shall mean the parties released pursuant to Section 11 of this Settlement Agreement.
- 2.20. “Set-Top Box” shall mean a digital QAM-based navigation device.
- 2.21. “Settlement Benefits” shall mean the benefits to Current Subscribers and Former Subscribers described in Section 8.2 and Section 8.3.
- 2.22. “Settlement Class” means the class defined for settlement purposes only in Section 3.1.

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- 2.23. "Settlement Class Member" shall mean any individual or entity who is a member of the Settlement Class as defined in Section 3.1.
- 2.24. "Tenure" shall mean the total period of time that a Current Subscriber has subscribed, or in the case of a Former Subscriber did subscribe, to Cablevision video services.

3. Proposed Settlement Class and Preliminary Approval.

- 3.1. The Parties agree that, solely for the purposes of settling this Action and without prejudice in any litigation, a Settlement Class should be certified comprising:

All persons in New Jersey, Connecticut, and New York who subscribed to Cablevision video services and paid a monthly fee to Cablevision to lease a Set-Top Box during the period April 30, 2004 to the [date of Preliminary Approval]. Excluded from the class are (i) commercial, bulk, and municipal accounts; (ii) Cablevision, its officers, directors, affiliates and subsidiaries, and counsel; and (iii) any judicial official to whom this case is or may be assigned and any members of those judicial officials' immediate families, law clerk and their immediate families, and (iv) counsel for Plaintiffs.

- 3.2. In the event that this Agreement is not approved by the Court, or the class relief set forth in Section 8 is changed in any way or if this Agreement is terminated pursuant to Section 12, the certification of the Settlement Class as contemplated by Section 3.1 shall, at the election of Plaintiffs or Cablevision, become null and void and have no further force and effect whatsoever, unless otherwise agreed to by the Parties, and the Parties shall be restored without prejudice to their respective positions as if the Settlement and application for its approval had not been made.

- 3.3. Plaintiffs and Class Counsel agree to recommend approval of this Agreement by the Court and to recommend participation in the Settlement

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by members of the Settlement Class. Unless otherwise terminated as provided herein, the Parties agree to undertake their best efforts and cooperate with each other, including any and all steps and efforts that may become necessary by order of the Court or otherwise, to effectuate the terms and purposes of this Settlement Agreement, to secure the Court's approval, and to oppose any appeals from or challenges to an order approving the Settlement.

- 3.4. Within fourteen (14) days after the Execution Date of this Agreement, Plaintiffs shall submit to the Court a motion requesting entry of an order preliminarily approving the settlement and staying all proceedings concerning the claims, and Cablevision shall not object to said motion.

4. Notice of Proposed Settlement.

- 4.1. Following Preliminary Approval of this Settlement Agreement, the Parties shall provide notice of the proposed Settlement as required by Federal Rule of Civil Procedure 23(e) and as required by the Court. The Parties agree to the following form of Notice, subject to approval by the Court:

- 4.1.1. Notice of the proposed Settlement will be provided to Former Subscribers and Current Subscribers by publication of a notice (in a form substantially the same as Exhibit E) in the periodicals detailed in Exhibit F. The Settlement will also be advertised on websites and the other media as detailed in Exhibit F. Reasonable modifications to the requirements of this provision may be made by agreement of the Parties. Cablevision also shall provide notice to Former Subscribers through email (in a form substantially the

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same as Exhibit G), for those Former Subscribers for whom Cablevision has email information. Cablevision agrees to manage the process of providing publication and email notice to Former Subscribers and bear the costs of providing such notice, subject to Section 5.

- 4.1.2. Cablevision will also provide notice of the proposed Settlement to Current Subscribers through (a) inserts provided with a monthly bill, in the case of Current Subscribers who receive their monthly bill through the mail; and (b) by email for Current Subscribers who receive bills via email. Additionally, those Current Subscribers who fall into group (a) whom Cablevision reasonably but unilaterally determines use ACH payment or automatic bill pay at the time of Preliminary Approval shall also receive email notice as provided by (b). The communication will contain a summary notice (in a form substantially the same as Exhibit G for notice by email and/or Exhibit H for notice by paper bill insert) and Claim Form (in a form substantially the same as Exhibit A) that identifies a website (as detailed in 4.1.3) that will have a more complete explanation of the Settlement terms. Cablevision agrees to manage the process of providing mailed or emailed notice to Current Subscribers and to bear the costs of providing such notice, subject to Section 5.

- 4.1.3. Notice also shall be provided to Settlement Class Members through an Internet Settlement website established and maintained

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by the Claims Administrator within forty-five (45) days of Preliminary Approval that will display, *inter alia*, the following: (i) a notice in a form substantially the same as Exhibit E (ii) contact information for Class Counsel, in the form of firm name, attorney name, a phone number, address, e-mail address, and website address; (iii) a complete copy of the Settlement Agreement; (iv) a long-form notice in a form substantially the same as Exhibit I; and (v) Claim Forms for Current Subscribers and Former Subscribers that can be submitted electronically. Cablevision agrees to bear the costs of providing such notice.

4.2. Cablevision will use reasonable efforts to ensure that forms of notice described in Paragraphs 4.1.1 and 4.1.2, as applicable, are mailed, emailed, or published as soon as administratively feasible, and in any event within one hundred and ten (110) days of Preliminary Approval of this Settlement Agreement. The forms of notice and Claim Forms approved by the Court may be modified by agreement between the Parties as may be reasonable and not inconsistent with such Preliminary Approval.

4.3. Other than the notices provided for by this Section 4, the Parties will make no other effort to publish or disseminate any notice of this Settlement or its terms without the approval of the other Parties or of the Court. Class Counsel and their co-counsel may also publish the notice and information about the Settlement Agreement, as well as a link to the Settlement website, on their respective firms' websites. Additionally, Class Counsel and their co-counsel may advise Plaintiffs and Settlement Class Members, upon request by a particular Settlement Class Member, of the terms of the Settlement Agreement and provide reasonable assistance in the making of claims thereunder, so long as such

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communications are consistent with the terms of the Settlement Agreement and its related documents, such as the class notice and Claim Form.

5. Cost of Administration. Other than as specified in Section 4.3, the cost of providing Notice as specified in Section 4 and the costs incurred by the Claims Administrator in administering this Settlement Agreement (“Administration Costs”) shall be paid by Cablevision. The Administration Costs, exclusive of any legal fees incurred by the Parties, shall be paid by Cablevision.

6. Opt-Out and Objection Procedures.

- 6.1. Settlement Class Members who want to be excluded from the Settlement Class must send a written request for exclusion (“Opt-Out Request”) to the Claims Administrator and to Class Lead Counsel or Class Lead Counsel’s designee, within one hundred and seventy (170) days of Preliminary Approval.
- 6.2. Not later than three (3) business days after the deadline for submission of Opt-Out Requests, the Claims Administrator shall provide to Class Counsel a complete list of opt-outs, together with copies of the Opt-Out Requests. Class Counsel shall provide Cablevision’s counsel with the complete list of opt-outs with copies of the Opt-Out Requests and any other information relating to Opt-Out Requests furnished to Class Counsel by the Claims Administrator within two (2) business days of receiving them.
- 6.3. Class Counsel, or its designee, shall file a list of the names of all persons or entities who submitted an Opt-Out Request, one hundred and eighty-

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five (185) days after Preliminary Approval along with the motion for final approval specified in Section 7.

6.4. In order to be considered by the Court, any objection to the Settlement Agreement must: (i) contain the full name and current address of the person objecting; (ii) contain the title of the action; (iii) state the reasons for the objection; (iv) be accompanied by any evidence, briefs, motions, or other materials the objector intends to offer in support of the objection; (v) be signed by the objector; (vi) identify all cases in which the objector (directly or through counsel) or the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement, including the case name, court, and docket number for each; and (vii) be filed with the Court and served upon Class Counsel and counsel for Cablevision within one hundred and seventy (170) days of Preliminary Approval.

7. Final Court Approval. No later than one hundred and eighty-five (185) days after Preliminary Approval, the Plaintiffs shall move the Court for final approval of this Settlement, and agree to use best efforts to obtain such approval. The final approval hearing shall be held, subject to the Court's calendar, within one hundred and ninety (190) to two hundred and ten (210) days after Preliminary Approval. At the final approval hearing, the Parties shall petition the Court to enter a Final Judgment in the form attached hereto as Exhibit C, dismissing with prejudice the proposed Settlement Class's claims against Cablevision. If any person appeals the Court's order of final approval of the Settlement, the Parties shall use their respective best efforts to oppose the appeal.

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8. Class Relief. The Parties agree that the benefits available to the Settlement Class are limited to those specifically set forth in, and subject to the requirements of, this Section 8.

8.1. Business Practices. Cablevision shall commit to the following policies and marketing with respect to the use of Third Party Set-Top Boxes (as defined in Section 8.1.2.(b)) on its system:

8.1.1. Cablevision will, subject to the provisions of this Section 8.1, activate any Certified Set-Top Box (as defined in Section 8.1.2) that a subscriber purchases from a third-party retailer.

8.1.2. A Certified Set-Top Box is (a) a Digital Cable Ready (DCR) CableCARD-compatible device that has passed applicable requirements established by CableLabs and has obtained a certification that permits marketing of the device at retail as CableCARD compliant; or (b) a third party Set-Top Box, whether or not qualifying under subsection (a), that Cablevision in its sole discretion but in good faith, and subject to the requirements of Section 8.1.3, certifies as capable of receiving some or all of Cablevision's video services (a "Third Party Set-Top Box").

8.1.3. Cablevision agrees to provide reasonable cooperation and reasonable technical assistance to interested manufacturers of Third Party Set-Top Boxes that seek to market Set-Top Boxes that operate on Cablevision's system and that seek certification under Section 8.1.2.(b). Reasonable cooperation and reasonable technical assistance does not require Cablevision to acquire for itself or for third parties licenses to third-party software or

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hardware that may be necessary for a Third Party Set-Top Box to interoperate with Cablevision's systems or to receive some or all of Cablevision's video services. Cablevision assumes no responsibility or liability, and agrees to bear no costs, for the design, performance, or testing of any third-party equipment or associated software, including without limitation Third Party Set-Top Boxes. Cablevision may condition reasonable cooperation and reasonable technical assistance on Third Party Set-Top Box manufacturers' agreement to terms that protect Cablevision's intellectual property and confidential information. Nothing in this Agreement shall require Cablevision to (i) modify its systems, Set-Top Box designs, software, or any other aspects of the technology it employs to offer video services; (ii) develop software or hardware for manufacturers of Third-Party Set-Top Boxes; or (iii) maintain compatibility with Third Party Set-Top Boxes if Cablevision, in its sole discretion but in good faith, changes the technology it employs to offer video services.

8.1.4. Cablevision will make additional disclosures on its website and in its annual customer notices that state that customers may use Certified Set-Top Boxes.

8.1.5. Notwithstanding anything in this Agreement:

8.1.5.1. Cablevision shall have no obligation to facilitate the use on its system of any Set-Top Box that is (i) stolen or reasonably believed to be stolen, (ii) has been

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misappropriated from Cablevision or any other cable operator, (iii) that is incompatible with Cablevision's systems, or (iv) that Cablevision in good faith believes could result in the loss of property by Cablevision or any other person, such as a theft of service. Examples of such Set-Top Boxes include, but are not limited to, stolen Set-Top Boxes for sale on Internet websites such as eBay or Craigslist, equipment that is not commonly used in the United States, Set-Top Boxes that are the property of Cablevision or some other operator that a customer failed to return to that operator, black market or gray market equipment, obsolete or outdated equipment, and Set-Top Boxes of the same make and model that Cablevision has employed on its system that lack software, protocols, or other features required to receive Cablevision services.

8.1.5.2. Cablevision shall have no obligation to enable a Certified Set-Top Box to work with video services (i) if the Set-Top Box lacks the hardware, software, or the technical specifications to receive video services; or (ii) for which required software or hardware licenses are lacking. For the avoidance of doubt, CableCARD devices specified in Section 8.1.2(a) above are not capable of providing access to Cablevision's interactive services, without, among other things, assistance from Cablevision pursuant to Section

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8.1.3. Cablevision does not warrant or represent that manufacturers of CableCARD devices will cooperate to provide access to Cablevision's interactive services.

8.1.5.3. Any action taken by Cablevision in conformance with changes to applicable law or regulation or technical standards as a result of action by any government body – including without limitation Congress, the Federal Communications Commission ("FCC"), state regulatory authorities, or the courts – shall not constitute a breach of this Agreement.

8.1.6. The provisions of Section 8.1 shall remain in effect until 4 years from the Execution Date.

8.2. Current Subscribers. A Current Subscriber shall receive access to a free four (4) month subscription to the Internet delivered SundanceNow service from AMC (an estimated \$27.96 value) regardless of whether that Current Subscriber files a Claim Form. In addition, Current Subscribers who complete a valid Claim Form shall be entitled to elect in their Claim Form either a one-time credit off their bill or settlement credits redeemable based on the following schedule:

8.2.1. If the Claimant's Tenure is 36 months or less, the Claimant is entitled to one of the following options subject to Section 8.2.4:

- (a) a \$20 account credit;
- (b) five (5) free months of Multi-Room DVR service (an estimated \$64.75 value);

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- (c) the lease of an additional Set-Top Box from Cablevision for free for eight (8) months (an estimated \$63.60 value); or
- (d) three (3) months' subscription to Starz/Encore, including Starz on Demand and Encore on Demand (an estimated \$50.70 value).

8.2.2. If the Claimant's Tenure is greater than 36 months and up to 72 months, the Claimant is entitled to one of the following options:

- (a) a \$30 account credit;
- (b) eight (8) free months of Multi-Room DVR service (an estimated \$103.60 value);
- (c) the lease of an additional Set-Top Box from Cablevision for free for thirteen (13) months (an estimated \$103.35 value); or
- (d) three (3) months' subscription to Starz/Encore and Showtime, including Starz on Demand, Encore on Demand, and Showtime on Demand (an estimated \$101.40 value).

8.2.3. If the Claimant's Tenure is greater than 72 months, the Claimant is entitled to one of the following options:

- (a) a \$40 account credit;
- (b) eleven (11) free months of Multi-Room DVR service (an estimated \$142.45 value);
- (c) the lease of an additional Set-Top Box from Cablevision for free for eighteen (18) months (an estimated \$142.10 value); or

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(d) three (3) months' subscription to Starz/Encore and Showtime, including Starz on Demand, Encore on Demand, and Showtime on Demand, and four (4) months of Optimum SportsPak (an estimated \$143.10 value).

8.2.4. With respect to the options to receive benefits in Sections 8.2.1, 8.2.2, and 8.2.3 other than an account credit: (i) a Claimant is only eligible for the benefit if not a current subscriber to the service in question; for avoidance of doubt, a Claimant may only elect Multi-Room DVR service if not already a Multi-Room DVR subscriber, may only elect an additional Set-Top Box to add an additional Set-Top Box to their account, not to take the place of another Set-Top Box leased from Cablevision, and may only elect the programming options (which include Starz, Encore, Showtime, and SportsPak) if the Claimant does not subscribe to the applicable service(s); (ii) any equipment must be picked up by the Claimant at an Optimum Store, self-installed by the Claimant, and returned by the Claimant (failure to return the Set-Top Box before the expiration of the free period will result in the usual monthly charge Cablevision applies for equipment rental); (iii) with respect to the additional Set-Top Box option, a Claimant will be charged for rental of that Set-Top Box if, during the period of the benefit, the Claimant reduces the total number of Set-Top Boxes leased; and (iv) Claimants who select the Multi-Room DVR service or programming options will not need to contact Cablevision to cancel the service before

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expiration of the free period, as those services will automatically expire at the end of the applicable period specified in Sections 8.2.1(b), 8.2.1(d), 8.2.2(b), 8.2.2(d), 8.2.3(b), or 8.2.3(d).

8.3. **Former Subscribers.** Only those Former Subscribers who complete a valid Claim Form will receive Settlement Benefits described herein. A Former Subscriber who files a Claim Form shall receive access to a free four (4) month subscription to the Internet delivered SundanceNow service from AMC (a \$27.96 value). In addition, a Former Subscriber shall be entitled to a cash payment of (i) \$20 if the Former Subscriber's Tenure was 36 months or less; (ii) \$30 if the Former Subscriber's Tenure was more than 36 months and up to 72 months; and (iii) \$40 if the Former Subscriber's Tenure was greater than 72 months.

8.4. **Distribution of Benefits.**

8.4.1 **Timing of One-Time Bill Credit and Cash Benefits.** The one-time bill credit and cash benefits described in Sections 8.2.1(a), 8.2.2(a), 8.2.3(a) and 8.3 shall be made available or distributed as applicable within one hundred and twenty (120) days of the Effective Date.

8.4.2 **Timing of Settlement Credits.** The settlement credits described in Sections 8.2.1(b), 8.2.1(c), 8.2.1(d), 8.2.2(b), 8.2.2(c), 8.2.2(d), 8.2.3(b), 8.2.3(c), and 8.2.3(d) will become effective one hundred and twenty (120) days after the Effective Date, and Claimants will be notified of the commencement of the settlement credits in a bill they receive before the settlement credits commence. The Claims Administrator will update the Settlement website with the date for

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the distribution of these settlement credits when the Effective Date becomes certain.

8.4.3 Expiration of Settlement Credits. Claimants will be notified of the expiration of the settlement credits described in Sections 8.2.1(b), 8.2.1(c), 8.2.1(d), 8.2.2(b), 8.2.2(c), 8.2.2(d), 8.2.3(b), 8.2.3(c), and 8.2.3(d) in the last bill that they receive before the settlement credit expires.

8.4.4 Timing of the SundanceNow Subscription. The free four (4) month subscription to the Internet delivered SundanceNow service from AMC described in Sections 8.2 and 8.3 will be made available by one hundred and twenty (120) days after the Effective Date under the terms provided by AMC.

8.4.5 Checks to Former Subscribers. Cash payments to Former Subscribers shall be made by check and sent via United States First Class Mail to the address provided by the Former Subscriber Claimant on the Claim Form. Any mail containing a check to a Former Subscriber Claimant that is returned as non-deliverable with a forwarding address shall be re-mailed by the Claims Administrator to such forwarding address within five (5) business days. To the extent that any mail containing a check to a Former Subscriber Claimant is returned as non-deliverable without a forwarding address, the Claims Administrator shall conduct reasonable searches to locate valid address information for the Former Subscriber Claimant, and shall, within five (5) business

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days, re-mail the check, as applicable, to any Former Subscriber Claimant for whom updated address information is identified.

8.4.6 Time Period to Accept Payment. Former Subscriber Claimants shall have one hundred and twenty (120) days from the date of distribution of their payments to cash their check. Former Subscriber Claimants may request new checks to be issued by the Claims Administrator during this time period if they lose or misplace their original check, provided that the time period for cashing the check will be the same as the original time period set forth in this Section 8.4.6.

8.4.7 Uncashed Checks. Cablevision and/or the Claims Administrator will have no further obligation to render further payments to Former Subscriber Claimants who do not cash their checks issued to them pursuant to Section 8.4.5 within the timeframe specified within Section 8.4.6.

9. Administration of Claims.

- 9.1. In order to make the election provided for by Section 8.2, each Settlement Class Member who is a Current Subscriber shall complete and submit a Claim Form, substantially in the form of Exhibit A.
- 9.2. In order to participate in the Settlement, each Settlement Class Member who is a Former Subscriber shall complete and submit a Claim Form, substantially in the form of Exhibit B.
- 9.3. Each Claimant shall affirm, under penalty of perjury, that he/she has, to the best of his/her recollection, accurately filled out the Claim Form. All

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representations in the Claim Forms shall be subject to verification by Cablevision or the Claims Administrator. Cablevision reserves all rights to request additional information from Claimants if necessary to verify representations in the Claim Forms.

- 9.4. Claim Forms must be received by the Claims Administrator and/or postmarked no later than two hundred (200) days after Preliminary Approval.
 - 9.5. Before distribution of Settlement Benefits to the Settlement Class, Cablevision shall provide Class Counsel with a list of claims that, based on its records, Cablevision deems invalid. If, after meeting and conferring with Cablevision (during which Class Counsel and Cablevision shall discuss such claims in good faith), Class Counsel hold the belief that some or all of the claims are valid and Cablevision holds the belief that that some or all of the claims subject to such dispute are invalid, Class Counsel may promptly bring the issues to the attention of the Court, which shall finally resolve any dispute. Any determination by the Parties jointly and/or by the Court with respect to claims under this Section 9.5 is final and unappealable.
 - 9.6. The Parties agree to cooperate to establish and implement the necessary procedures in order for the Settlement Benefits to be provided to the Settlement Class Members in the most cost efficient way reasonably possible.
10. Plaintiffs' Counsel's Fees.

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- 10.1. The Parties did not discuss attorneys' fees, costs, and expenses as provided for in Section 10.2, until after the substantive elements of the Settlement had been agreed upon.
- 10.2. Class Counsel shall file a motion for attorneys' fees and costs no later than one hundred and fifty (150) days following Preliminary Approval. Cablevision agrees to pay an amount approved by the Court not to exceed \$9.5 million, including costs and expenses ("Attorneys' Fee Sum"). Class Counsel may also file a request for a service award for each Class Representative not to exceed \$5,000 per Class Representative. Cablevision agrees to pay a service award amount approved by the Court not to exceed \$15,000 in total ("Plaintiffs' Service Award").
- 10.3. For avoidance of doubt, Cablevision's agreement to this Settlement is expressly conditioned on the Attorneys' Fee Sum being capped at \$9.5 million and Plaintiffs' Service Award being capped at \$15,000.
- 10.4. Class Lead Counsel is responsible to make payments as necessary in their discretion to other Class Counsel involved in this Action. Cablevision has no obligation to other Class Counsel with regard to attorneys' fees or otherwise except as specifically provided in this Section 10.
- 10.5. Cablevision shall pay the Attorneys' Fee Sum and Plaintiffs' Service Award in accordance with the wiring instructions provided by Class Lead Counsel within forty-five (45) days of the Effective Date.
- 10.6. The amount(s) of any award of attorneys' fees, costs, and expenses is intended to be considered by the Court separately from the Court's

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consideration of the fairness, reasonableness, and adequacy of the Settlement. No payment of any amounts under this Section shall be made until both the Settlement Agreement has received final approval and all litigation, if any, respecting approval of this Agreement (including any appeals) has terminated.

11. Releases.

11.1. All Settlement Class Members, on behalf of themselves individually and their current or former agents, employees, predecessors, successors, heirs, and assigns, do hereby voluntarily and knowingly agree to fully, finally, and unconditionally release, discharge and hold harmless Cablevision, its respective parents, subsidiaries, predecessors-in-interest or title, successors-in-interest or title, affiliates, past or present members, limited and general partners, shareholders, directors, officers, current and former employees, principals, executives, managers, agents, attorneys, and representatives (collectively, the “Released Parties”) from any and all claims, demands, actions, suits, and causes of action that have been brought, could have been brought or hereafter could be brought, are currently pending or were pending, whether known or unknown, suspected or unsuspected, matured or unmatured, asserted or unasserted, under or pursuant to any legal authority including but not limited to any statute, regulation, common law or equity, and arise out of, or relate to: (a) conduct alleged in the Action or the claims or issues actually raised or which could have been raised in the Action from the beginning of time until the Effective Date, including, without limitation to, claims based, in

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whole or in part, on conduct, practices or policies regarding the purported conditioning of a subscription of, or access to, a Cablevision digital video service on a subscriber's lease or provision of a Set-Top Box (i) as alleged in the Action or (ii) in a manner that is not materially different from the conduct, practices or policies alleged in the Action; or (b) conduct authorized by Section 8.1 of this Agreement, except for claims alleging a breach of Cablevision's obligations under that Section 8.1 (collectively, the "Released Claims").

- 11.2. Unknown, Unaccrued, or Unsuspected Claims. Without limiting the foregoing, the Released Claims specifically extend to claims that the Plaintiffs and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the releases contained therein, become effective. Plaintiffs and all Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, that it is their intention to release fully, finally and forever all Released Claims, and that in furtherance of such intention, the release of the Released Claims will remain in effect notwithstanding the discovery or existence of any such additional or different facts.
- 11.3. The Plaintiffs and Settlement Class Members expressly waive all rights under any applicable or non-applicable statute or other provision limiting the release of claims by a person or entity that are not known or suspected to exist in such person's or entity's favor at the time of executing the

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release and which if known or suspected would have materially affected such person's or entity's decision whether or not to enter into such release.

The waiver of any or all statutory or common law rights is not an acknowledgement that any or all state laws govern this Agreement.

11.4. Upon the Effective Date of this Settlement Agreement, each Settlement Class Member who has not timely and properly excluded himself or herself by opting out of the Settlement Class shall be deemed to have given this release.

11.5. Settlement Class Members agree that this Settlement Agreement shall be construed to be, and is, a covenant by Plaintiffs and all other Settlement Class Members, for themselves, their affiliates, agents, successors, and assigns, not to sue, institute, or instigate any legal, equitable, or administrative investigation or proceedings against Cablevision for any Released Claims. Plaintiffs and all Settlement Class Members agree and acknowledge that the covenants not to sue in this Settlement Agreement are made to inure to the benefit of, and are specifically enforceable by, Cablevision, its respective parents, subsidiaries, agents, employees, representatives, directors, officers, affiliates, heirs, executors, predecessors, successors, and assigns, and any other Released Parties. Upon the Effective Date, each Settlement Class Member who has not timely and properly excluded himself or herself by opting out of the Settlement Class shall be deemed to have made the covenants contained in this Paragraph 11.5.

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- 11.6. Plaintiffs represent and warrant that they are the current legal and beneficial owners of the Released Claims and that they have not assigned, pledged, or contracted to assign or pledge any such Released Claim to any person, other than their attorneys in connection with contingent fee agreements. All claims that Plaintiffs have assigned or pledged to their attorneys, or contracted to assign or pledge to their attorneys, are released to the same extent as the Released Claims.
- 11.7. Each Plaintiff warrants and represents that they assert no claim in the Action except those that each owns, that each can provide a complete resolution of their claims in the Action, and that no part of Plaintiffs' or the Settlement Class Members' Released Claims in the Action against Cablevision will remain viable after the dismissal of the Action.
- 11.8. The terms of the release and covenants provided and effectuated by this Settlement Agreement are to be broadly construed in favor of a complete resolution of all claims relating to the conduct alleged in the Action that were actually raised or could have been raised by Plaintiffs.
- 11.9. Notwithstanding any provision in this Settlement Agreement to the contrary, nothing in this Settlement Agreement shall release any Party of his, her, or its respective obligations under this Agreement or otherwise preclude any Party from filing an action against another Party for the purpose of enforcing his, her, or its rights under this Agreement.
- 11.10. Consistent with the general release of these claims, Settlement Class Members are barred from instituting any federal, state, territorial, or private regulatory, administrative, legal, or other proceeding, investigation,

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inquiry, examination, or review related to the Released Claims, except to the extent and only to the extent required by law.

11.11. No Claim as to Settlement Administration. No person shall have any claim against Cablevision, Plaintiffs, Settlement Class Members, Class Lead Counsel, Class Counsel, the Released Parties, or the Claims Administrator relating to or arising out of distributions or payments made in accordance with this Settlement Agreement.

12. Termination. In the event that any court enters an order altering this Settlement Agreement, or conditioning its approval on modifications, in a way that either Party believes, in its sole unreviewable discretion, materially and adversely affects its interests, the affected Party may, within ten (10) days from the entry of such an order, terminate this Settlement Agreement on such grounds. In addition, Cablevision shall have the right to terminate the Settlement within fourteen (14) days of the opt-out deadline if the number of opt-outs from the Settlement Class exceeds four percent (4%) of Current Subscribers. The Parties further agree to jointly move the Court to vacate all Orders issued pursuant to the Settlement in the event that the Settlement is terminated.

13. No Admission of Liability.

13.1. The Settlement reached in this Agreement is made only to compromise and settle the Action between the Plaintiffs and the Settlement Class on the one hand, and Cablevision on the other, without further litigation and should in no way be construed as an admission of liability or wrongdoing of any kind by Cablevision. Cablevision denies any wrongdoing or liability. No Party to the Settlement Agreement, and no one in privity

EXECUTION VERSION

with them, may take the position that the Settlement shows or evidences an admission by Cablevision that it violated any law or legal obligation.

- 13.2. Neither this Settlement Agreement nor any of the negotiations connected with it may be offered or received in evidence for any purpose other than for purposes of the proceedings to approve this Settlement Agreement and to obtain dismissal of the Action or otherwise enforce this Settlement Agreement. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state.
- 13.3. If the Court refuses to approve the Settlement Agreement, or if the Court's order approving the Settlement Agreement is reversed on appeal, or if pursuant to an appeal the class relief set forth in Section 8 is changed in any way, and as a result the Agreement is terminated as provided for in Section 12, the Settlement Agreement and any negotiations, statements, communications, or proceedings relating thereto, shall be without prejudice to the rights of any Party, shall not be used for any purpose whatsoever in any subsequent proceeding in this Action or any other action (other than an action to enforce this Agreement) in any court or tribunal, and shall not be construed as an admission or concession by any Party of any fact, matter, allegation, or contention. To that end, each Party shall not forfeit or waive any factual or legal defense or contention in the Action in the event the Settlement is terminated.

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14. General Provisions.

- 14.1. Modifications. Cablevision and Class Lead Counsel may agree by written amendment to modify the provisions of this Settlement Agreement as they deem necessary to effectuate the intent of the Settlement Agreement, provided, however, that they may make no agreement that reduces or impairs the benefits to any Settlement Class Member without approval by the Court.
- 14.2. No Oral Modifications. No alterations, modifications, supplements, changes, amendments, waivers, or termination of this Agreement shall be valid unless in writing and executed by all Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision.
- 14.3. Binding Effect of Settlement Agreement. The terms and provisions of this Settlement Agreement shall be binding upon, and inure to the benefit of, each of the Parties and each of their respective successors, heirs, and assigns.
- 14.4. Multiple Originals/Counterparts. This Settlement Agreement, including Exhibits, may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument. A facsimile or a PDF copy of a signature page shall be acceptable in the absence of an original signature page.
- 14.5. Authority of Persons Signing Settlement Agreement. Counsel executing this document for the Parties represent and warrant that they do so with

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full authority to bind each such Party and their co-counsel to the terms and provisions in this Agreement.

- 14.6. Representation by Class Counsel. Class Counsel individually represent to Cablevision that they are in agreement as to the fairness and adequacy of the Settlement.
- 14.7. Entire Settlement Agreement. This Settlement Agreement is the entire agreement and understanding among each of the Parties relating to this subject matter and supersedes all prior proposals, negotiations, agreements, and understandings between the Parties, except as otherwise provided in continuing terms of service for Current Subscribers. All negotiations, understandings, conversations, and communications are merged into this Agreement and have no force and effect other than as expressed in the text of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding respecting any part or all of the subject matter of this Settlement Agreement has been made or relied on except to the extent expressly set forth in this Settlement Agreement.
- 14.8. Continuing Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Agreement. The Court shall retain jurisdiction in order to enter such further orders as may be necessary or appropriate in

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administering and implementing the terms and provisions of the Agreement.

14.9. Governing Law and Venue and Jurisdiction. This Settlement Agreement shall be governed, construed by and follow the laws of the State of New York without giving effect to conflicts of laws principles. Jurisdiction and venue for all proceedings in connection with this Settlement Agreement, or arising as a result of any matter relating to this Settlement Agreement, or addressed in this Settlement Agreement, shall be in the United States District Court for the District of New Jersey under the caption and case number of this litigation.

14.10. Enforcement of Agreement. Each Party hereby irrevocably submits to the exclusive jurisdiction and venue of the United States District Court for the District of New Jersey for any suit, action, proceeding, case, controversy, or dispute arising in the United States and relating to this Agreement and/or exhibits hereto and negotiation, performance, or breach of same. A breaching party shall be given a reasonable opportunity to cure.

14.11. Voluntary Agreement and Consultation With Counsel. The Parties represent and acknowledge: (a) they have read this Settlement Agreement; (b) they have made such investigation of the matters pertaining to this Settlement Agreement as they deem necessary and find the terms of this Settlement Agreement to be satisfactory; (c) they understand all of this Settlement Agreement's terms; (d) they execute this Settlement Agreement freely, voluntarily, and without coercion, with full knowledge of its significance and the legal consequences thereof; and (e) they have

EXECUTION VERSION

consulted legal counsel and have had an adequate opportunity to review and consider the terms of this Settlement Agreement. Furthermore, the Parties agree that no fiduciary relationship exists among them, and no Party is dependent upon any other Party for knowledge, advice, guidance, financial support, or the ability to knowingly and independently enter into this Agreement.

14.12. Further Assurances. Each Party shall undertake good faith efforts to perform any and all of that Party's obligations under this Settlement Agreement. In this connection, each Party shall take any and all actions, and execute, have acknowledged and deliver any and all further documents that one or more other Parties may reasonably request to effectuate the intents and purposes of this Settlement Agreement.

14.13. Computation of Time Periods. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section, "Federal Holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day,

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Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States, or the Clerk of the United States District Court for the District of New Jersey.

14.14. Time Frames. The Parties recognize that additional time might be required in order to accomplish the actions or tasks provided for by the Settlement Agreement. In the event that a Party is reasonably unable to accomplish any task within the allotted time, the other Parties agree to a reasonable extension of time.

14.15. Costs. Other than as specifically provided for in this Settlement Agreement, the Parties hereby each agree to bear their own attorneys' fees, costs, and expenses, including but not limited to expert witness fees and expenses, incurred in connection with the Action and this Settlement Agreement.

14.16. Effect of Invalidity/Severability. Wherever possible, each provision of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision should be prohibited or invalidated under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or other provisions of this Settlement Agreement.

14.17. Notices. All notices required or permitted hereunder shall be in writing and shall be sent via (i) email or (ii) overnight courier and addressed as follows:

EXECUTION VERSION

If to Plaintiffs:

Brett Cebulash
Kevin Landau
Taus, Cebulash & Landau LLP
80 Maiden Lane, Suite 1204
New York, NY 10038
Email: bcebulash@tcllaw.com
klandau@tcllaw.com

If to Cablevision:

Mark S. Popofsky
Ropes & Gray LLP
2099 Pennsylvania Avenue, N.W.
Washington, DC 20006-6807
Email: Mark.Popofsky@ropesgray.com

14.18. Confidentiality/Non-Disparagement. The Parties agree that any non-public facts or circumstances concerning this Action and the terms and conditions of this Settlement Agreement shall be kept strictly confidential among the Parties and their counsel, except as provided in Section 4.3, and are not to be revealed to any other person or entity, except as may be necessary to comply with applicable law, including Rule 5.6(b) of the ABA's Model Rules of Professional Conduct and any similar rules that may apply to counsel, and to implement this Settlement Agreement.

Subject to Section 4, *supra*, no Party will make any press release or other form of public announcement regarding the Settlement other than what the Court orders in connection with class Notice. The Parties further agree that they will keep confidential their dealings and opinions about each other with respect to the Action and the Settlement thereof, and that they will not make any disparaging statements about the other with respect to the Action and the Settlement thereof, or state outside of proceedings in the

EXECUTION VERSION

Action that any Party prevailed over any other Party in connection with the claims which are the subject of this Agreement. The Parties and their counsel reserve the right to speak or write publicly about the Settlement in the context of developments in the law, but in doing so counsel shall refrain from speaking negatively about the Parties and in doing so will not otherwise address the merits of the Action. The Parties further agree this paragraph is an essential and material term of this Agreement and, without it, no Settlement would have been reached.

14.19. No Obligation to Third Parties. Except for the Parties to this Agreement and as otherwise provided herein, no person is intended to be a beneficiary of any provision of this Agreement and, accordingly, there shall be no third party beneficiaries of this Agreement.

14.20. Default. If any Party defaults upon any provision of this Agreement, a Party shall have the right to enforce the Agreement in this Court, which shall retain jurisdiction to enforce this Agreement, and obtain from the defaulted Party all reasonable attorneys' fees, court costs, and litigation expenses, including but not limited to expert witness fees and expenses, to enforce the Agreement.

14.21. Headings. All headings used in this Settlement Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Settlement Agreement.

14.22. Effectiveness of Agreement. This Settlement Agreement shall be effective upon the signing of the Agreement by all of the persons whose signature is included on a signature page of this Agreement.

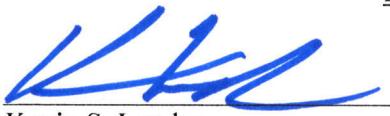
EXECUTION VERSION

IN WITNESS WHEREOF, each Party hereto has approved and executed this Class Action Settlement Agreement on the date set forth below.

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EXECUTION VERSION

By:



Kevin S. Landau

Date: December 7, 2015

Barry S. Taus
Brett H Cebulash
Kevin S. Landau
TAUS, CEBULASH & LANDAU, LLP
80 Maiden Lane, Suite 1204
New York, New York 10038
Class Lead Counsel

Michael S. Weinstein
Victoria Cioppettini
COLE SCHOTZ MEISEL FORMAN & LEONARD, P.A.
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800

Keith Dubanevich
Mark Friel
STOLL STOLL BERNE LOKTING & SCHLACTER P.C.
209 S.W. Oak Street, Fifth Floor
Portland, OR 97204

Daniel C. Hedlund
Michelle J. Looby
GUSTAFSON GLUEK PLLC
Canadian Pacific Plaza
120 South Sixth Street, Suite 2600
Minneapolis, MN 55402

David F. Sorensen
Nick Urban
BERGER & MONTAGUE, PC
1622 Locust Street
Philadelphia, PA 19103

Peter R. Kohn
FARUQI & FARUQI, LLP
101 Greenwood Avenue, Suite 600
Jenkintown, PA 19046

EXECUTION VERSION

Paul O. Paradis
Gina M. Tufaro
PARADIS LAW GROUP PLLC
570 Seventh Avenue, 20th Floor
New York, NY 10018

Jay P. Saltzman
LAW OFFICES OF JAY P. SALTZMAN
110 Wall St., 11th Floor
New York, NY 10005

James V. Bashian
LAW OFFICES OF JAMES V. BASHIAN, ESQ.
70 Adams Street, 4th Floor
Hoboken, NJ 07030

David M. Taus
DEVERO TAUS, LLC
2011 Somerville Road, Suite B
Bedminster, NJ 07921

Class Counsel

By: Gary Marghese
Gary Marghese
Class Representative

Date: December 2, 2015

By: _____
Esther Weinstein
Class Representative

Date: _____, 2015

By: _____
Joan Howard
Class Representative

Date: _____, 2015

EXECUTION VERSION

Paul O. Paradis
Gina M. Tufaro
PARADIS LAW GROUP PLLC
570 Seventh Avenue, 20th Floor
New York, NY 10018

Jay P. Saltzman
LAW OFFICES OF JAY P. SALTZMAN
110 Wall St., 11th Floor
New York, NY 10005

James V. Bashian
LAW OFFICES OF JAMES V. BASHIAN, ESQ.
70 Adams Street, 4th Floor
Hoboken, NJ 07030

David M. Taus
DEVERO TAUS, LLC
2011 Somerville Road, Suite B
Bedminster, NJ 07921

Class Counsel

By: _____

Date: _____, 2015

Gary Marchese
Class Representative

By: Esther Weinstein

Date: 12/4/2015, 2015

Esther Weinstein
Class Representative

By: _____

Date: _____, 2015

Joan Howard
Class Representative

EXECUTION VERSION

Paul O. Paradis
Gina M. Tufaro
PARADIS LAW GROUP PLLC
570 Seventh Avenue, 20th Floor
New York, NY 10018

Jay P. Saltzman
LAW OFFICES OF JAY P. SALTZMAN
110 Wall St., 11th Floor
New York, NY 10005

James V. Bashian
LAW OFFICES OF JAMES V. BASHIAN, ESQ.
70 Adams Street, 4th Floor
Hoboken, NJ 07030

David M. Taus
DEVERO TAUS, LLC
2011 Somerville Road, Suite B
Bedminster, NJ 07921

Class Counsel

By: _____
Gary Marchese
Class Representative

Date: _____, 2015

By: _____
Esther Weinstein
Class Representative

Date: _____, 2015

By: Joan Howard
Joan Howard
Class Representative

Date: December 1, 2015

EXECUTION VERSION

By: Brian Sweeney  Date: December 7, 2015
Brian Sweeney
President & Chief Financial Officer
Cablevision Systems Corporation

By: _____ Date: _____, 2015
Mark S. Popofsky
ROPES & GRAY LLP
2099 Pennsylvania Avenue, N.W.
Washington, DC 20006-6807

Counsel for Cablevision Systems Corporation and CSC Holdings, LLC

EXECUTION VERSION

By: B. Sweeney  Date: December 7, 2015
Brian Sweeney
President & Chief Financial Officer
Cablevision Systems Corporation

By: M. S. Popofsky Date: December 7, 2015
Mark S. Popofsky
ROPPES & GRAY LLP
2099 Pennsylvania Avenue, N.W.
Washington, DC 20006-6807

Counsel for Cablevision Systems Corporation and CSC Holdings, LLC

Exhibit A

CURRENT CABLEVISION SUBSCRIBERS CLAIM FORM

To receive a payment or other benefit, you must accurately complete this Claim Form and submit it no later than **Month XX, 2016**. Authorized Claimants will receive (i) one-time bill credits ranging between \$20-\$40 or (ii) equipment or services ranging in value between \$50-\$140, depending on the length of time that they have subscribed to Cablevision cable TV services. Claim Forms may be submitted online at www.xxxxxxx.com or by mail to: [ADDRESS]. Claim Forms must be submitted online or postmarked by **Month XX, 2016**.

PART 1: CLASS MEMBER INFORMATION

Please enter your current contact information.

Last Name	MI	First Name
Mailing Address		
City	State	Zip Code
Current Telephone Number _____ - _____ - _____	Email Address that Cablevision and/or the Claims Administrator May Use to Contact You	

PART 2: SUBSCRIPTION INFORMATION¹

Please enter the information about your Cablevision cable TV subscription.

Service Address where you currently receive Cablevision service		Dates you received Cablevision service at this address (MM/YY-MM/YY)
City	State	Zip Code
Current Cablevision Account Number		
Service Address(es) where you previously received Cablevision service and dates of service (MM/YY-MM/YY) (if applicable): 		
For approximately how many total months have you been a Cablevision cable TV subscriber? <u>Please choose one:</u> <input type="checkbox"/> 36 months or less. GO TO PART 3.A.		

¹ Information provided in this Claim Form and for this Claim will be shared with the Claims Administrator, counsel for the Settlement Class, Cablevision, and Cablevision's counsel for the purpose of processing your claim. By submitting this Claim Form, you consent to the disclosure of video subscription account information to the Claims Administrator, Class Counsel, Cablevision, and Cablevision's counsel for verification purposes as necessary to fulfill the terms of this Settlement. The Claims Administrator will keep your Claim Form and any documentation until all obligations under the Settlement have been fulfilled.

- More than 36 months and up to 72 months. GO TO PART 3.B.
- More than 72 months. GO TO PART 3.C.

PART 3: SELECTION OF BENEFIT

Choose a benefit from the list of options below. **Please choose an option from the menu corresponding to the length of your Cablevision service that you selected above. Please choose only one option.**

If you are an eligible Current Subscriber, you will automatically receive access to a free four month subscription to the Internet-delivered SundanceNow service from AMC, regardless of whether you select an option below.

Additional equipment may be required to receive one or more of the options listed below. 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 before the free period ends (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.

Please choose **one** option from **the selections below:**

A) If you have been a Cablevision subscriber FOR 36 MONTHS OR LESS:

- A one-time credit of \$20 off your bill; **or**
- 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**
- One additional set-top box for 8 months (an estimated \$63.60 value). Free equipment available for pick-up only; **or**
- Three months of Starz/Encore, including Starz on Demand and Encore on Demand. This option is only available to customers who do not already subscribe to these services (an estimated \$50.70 value).

B) If you have been a Cablevision subscriber FOR MORE THAN 36 MONTHS AND UP TO 72 MONTHS:

- A one-time credit of \$30 off your bill; **or**
- 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**
- One additional set-top box for 13 months (an estimated \$103.35 value). Free equipment available for pick-up only; **or**
- Three months of Starz/Encore and Showtime, including Starz on Demand, Encore on Demand, and Showtime on Demand. This option is only available to customers who do not already subscribe to these services (an estimated \$101.40 value).

C) If you have been a Cablevision subscriber FOR MORE THAN 72 MONTHS:

- A one-time credit of \$40 off your bill; **or**
- 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**
- One additional set-top box for 18 months (an estimated \$143.10 value). Free equipment available for pick-up only; **or**

**CLAIM FORMS MAY BE FILED ONLINE AT WWW.XXXXXXX.COM
QUESTIONS? CALL 1-800-000-0000**

- 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.

PART 4: SIGN AND DATE YOUR CLAIM FORM

Your Claim Form must be signed.

Eligibility for benefits under the Settlement is subject to the terms and conditions contained in the governing Settlement Agreement. See the Settlement Agreement and detailed notice of the proposed Settlement, available at www.xxxxxxx.com, or call 1-800-XXX-XXXX for more information.

Benefits will be provided after Final Approval of the Settlement and after all claims are processed. Please be patient.

I affirm, under penalty of perjury, that: (1) I am a Current Subscriber of Cablevision's cable TV service and (2) to the best of my recollection, the information provided in this Claim Form is true and correct.

Print Name	Signature	Date (MM/DD/YY)
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Exhibit B

FORMER CABLEVISION SUBSCRIBERS CLAIM FORM

To receive a payment or other benefit, you must accurately complete this Claim Form and submit it no later than **Month XX, 2016**. Claim Forms may be submitted online at www.xxxxxxx.com or by mail to: [ADDRESS]. Claims must be submitted online or postmarked by **Month XX, 2016**. Authorized claimants may receive a payment between \$20-40 depending on the length of time that they were Cablevision cable TV subscribers. In addition to a payment, authorized claimants will also receive 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.

PART 1: CLASS MEMBER INFORMATION

Please enter your current contact information.

Last Name	MI	First Name
Mailing Address		
City	State	Zip Code
Current Telephone Number ____ - ____ - _____	Email Address that Cablevision and/or the Claims Administrator May Use to Contact You	

PART 2: SUBSCRIPTION INFORMATION¹

Please enter the information about your former Cablevision cable TV subscription.

Address where you last received Cablevision cable TV service		Approximate dates of Cablevision cable TV service at this address (MM/YY-MM/YY)
City	State	Zip Code
Cablevision Account Number (if known)		Did you receive Cablevision cable TV service at more than one address?
		YES NO
Other service address(es) where you previously received Cablevision service and dates of service (MM/YY-MM/YY) (if applicable):		
For approximately how many total months were you a Cablevision cable TV subscriber? <u>Please choose one:</u>		
<input type="checkbox"/> 36 months or less.		

¹ Information provided in this Claim Form and for this claim will be shared with the Claims Administrator, counsel for the Settlement Class, Cablevision, and Cablevision's counsel for the purpose of processing your claim. By submitting this Claim Form, you consent to the disclosure of video subscription account information to the Claims Administrator, Class Counsel, Cablevision, and Cablevision's counsel for verification purposes as necessary to fulfill the terms of this Settlement. The Claims Administrator will keep your Claim Form and any documentation until all obligations under the Settlement have been fulfilled.

CLAIM FORMS MAY BE FILED ONLINE AT WWW.XXXXX.COM
QUESTIONS? CALL 1-800-000-0000

- More than 36 months and up to 72 months.
- More than 72 months.

PART 3: SIGN YOUR CLAIM FORM

Your Claim Form must be signed.

Eligibility for benefits under the Settlement is subject to the terms and conditions contained in the governing Settlement Agreement. See the Settlement Agreement and detailed notice of the proposed Settlement, available at www.xxxxxx.com, or call 1-800-XXX-XXXX for more information.

Benefits will be provided after Final Approval of the Settlement and after all claims are processed. Please be patient.

I affirm, under penalty of perjury, that: (1) I am a Former Subscriber of Cablevision's cable TV services who subscribed sometime between April 30, 2004 and [preliminary approval date], and (2) to the best of my recollection, the information provided in this Claim Form is true and correct.

Print Name	Signature	Date (MM/DD/YY)
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Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

GARY MARCHESE, ESTHER
WEINSTEIN and JOAN HOWARD
Individually, and on Behalf of All Others
Similarly Situated,

Plaintiffs,
vs.

CABLEVISION SYSTEMS
CORPORATION and CSC HOLDINGS,
LLC,

Defendants.

Civil Action No.
10-2190 (MCA) (MAH)

[PROPOSED] FINAL JUDGMENT

WHEREAS, Plaintiffs Gary Marchese, Esther Weinstein, and Joan Howard, individually and as representatives of others similarly situated (“Plaintiffs”), having appeared through their counsel, and Defendants Cablevision Systems Corporation and CSC Holdings, LLC (collectively “Cablevision” or “Defendants”) (together, the “Parties”), having appeared through their counsel; and

WHEREAS, the Parties having stipulated to entry of this Final Judgment; and

WHEREAS, this Court having considered Plaintiffs’ motion for final approval of the Settlement Agreement dated _____, 2015, along with all of the pleadings and the evidence in this matter; having held a hearing on final approval (the “Final Fairness Hearing”) on _____, 2016; and having concluded that the Fifth Amended Class Action Complaint in this case confers upon this Court jurisdiction to adjudicate the issues raised and to provide relief therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment be entered as follows:

1. This Final Judgment incorporates herein and makes a part hereof the Settlement Agreement and its exhibits and the Preliminary Approval Order and its exhibits. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Judgment.

JURISDICTION

2. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1337, and 1367.

3. This Court has personal jurisdiction over all the parties to this Action, including, but not limited to, all Settlement Class Members, for all matters relating to the Action and the Settlement, including, but not limited to, the administration, interpretation, effectuation and/or enforcement of the Settlement, the Settlement Agreement, and this Order.

NOTICE OF SETTLEMENT

4. The record shows, and the Court finds, that the class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such class Notice constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Settlement or to object to any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and the Final Judgment in the Action, whether favorable or unfavorable, on all persons who do not exclude themselves from the Settlement Class; (iii) due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States

Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23, and any other applicable law.

5. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class Members to participate in the Final Fairness Hearing, it is hereby determined that all Settlement Class Members, except those who have opted out pursuant to the opt-out procedure described in the Preliminary Approval Order, are bound by this Final Judgment and the Final Order.

APPROVAL OF SETTLEMENT

6. The Court has reviewed the terms of the Settlement Agreement and all objections and comments thereto, and finds that the Settlement is fair, reasonable, and adequate under the circumstances of this case and is in the best interests of the Settlement Class. Accordingly, the Court hereby finally approves the Settlement Agreement.

7. In evaluating the proposed Settlement, the Court considered a variety of factors, *see Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), and makes the following findings:

- a. The named Plaintiffs are adequate representatives of the Settlement Class, and treatment of this Action as a class action for settlement purposes, with the Settlement Class as defined in the Settlement Agreement and the Preliminary Approval Order, is appropriate, proper, and satisfies the criteria set forth in Federal Rule of Civil Procedure 23(e);
- b. More than adequate discovery has been conducted in this case to afford Plaintiffs' Class Counsel an opportunity to determine the strengths and weaknesses of the case and the reasonableness of the Settlement;

- c. The terms of the Settlement provide substantial and direct benefits to the Settlement Class, and are within a range that responsible and experienced attorneys could accept considering all relevant risks and factors;
- d. The Action was highly complex, expensive, and time consuming, and the future expense and likely duration of the litigation, and its uncertainty of outcome, support approval of the class Settlement;
- e. Class Counsel have substantial experience in antitrust class actions and complex litigation and recommend approval of the settlement; and,
- f. The Settlement Agreement resulted from extensive, *bona fide*, good faith arm's-length negotiations between Plaintiffs' Class Counsel and Defendants through their counsel, and was not the result of any collusion between Plaintiffs' Class Counsel and Defendants or their counsel.

8. The Court has considered all timely and proper objections to the Settlement, and denies and overrules them as without merit.

DISCLAIMER OF ADMISSIONS

9. The provisions of this Final Judgment are entered as a result of the agreement and stipulation of the Parties. The Parties' stipulation and this Final Judgment are not intended to be, and shall not be construed as, an admission or finding, express or implied, of any fault, liability, or wrongdoing by Defendants.

10. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor any of the documents or statements generated or received pursuant to the claims administration process, shall be offered by any person or received against any Defendant as evidence or construed or deemed as evidence of (i) any presumption, concession, or admission

by any Defendant of the truth of the facts alleged by the Plaintiffs or any Settlement Class Member, or (ii) the validity of any claim that has been or could have been asserted in the Action or in any litigation or other judicial or administrative proceeding, or (iii) the deficiency of any defense that has been or could have been asserted in this Action or in any litigation or other judicial or administrative proceeding, or (iv) any liability, negligence, fault, or wrongdoing of any Defendant. Provided, however, that nothing herein shall prevent the Settlement Agreement (or any agreement or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the Settlement (or any agreement or order relating thereto), the Final Judgment, or the Release of claims.

APPLICABILITY

11. This Order is the Final Judgment as defined in the Settlement Agreement.
12. The provisions of this Final Judgment are applicable to and binding upon Defendants and upon all members of the Settlement Class, their current or former agents, employees, predecessors, successors, heirs, and assigns, and dismiss in their entirety and with prejudice the claims of all members of the Settlement Class against Cablevision, as more fully set out in Section 11.1 of the Settlement Agreement, without costs to any party against any other party except as otherwise provided herein.
13. This Final Judgment is intended by the Parties and the Court to be *res judicata* and to prohibit and preclude any prior, concurrent, or subsequent litigation, arbitration, or other proceeding, brought individually or in the name of, and/or otherwise on behalf of, the Plaintiffs or members of the Settlement Class, their current or former agents, employees, predecessors, successors, heirs, or assigns, that have been brought, could have been brought or hereafter could be brought, are currently pending or were pending, whether known or unknown, suspected or unsuspected, matured or unmatured, asserted or unasserted, under or pursuant to any legal

authority including but not limited to any statute, regulation, common law or equity, and arise out of, or relate to (a) conduct alleged in the Action or the claims or issues actually raised or which could have been raised in the Action from the beginning of time until the Effective Date, including, without limitation to, claims based, in whole or in part, on conduct, practices or policies regarding the purported conditioning of a subscription of, or access to, a Cablevision digital video service on a subscriber's lease or provision of a Set-Top Box (i) as alleged in the Action or (ii) in a manner that is not materially different from the conduct, practices or policies alleged in the Action; or (b) conduct authorized by Section 8.1 of the Settlement Agreement, except for claims alleging a breach of Cablevision's obligations under that Section 8.1 (collectively, the "Released Claims").

14. Plaintiffs and all members of the Settlement Class, individually and on behalf of their current or former agents, employees, predecessors, successors, heirs, or assigns, are deemed to have conclusively settled and released all claims against Cablevision as described above and as more fully set out in Sections 11.1-11.2 of the Settlement Agreement.

15. Plaintiffs and all members of the Settlement Class, individually and on behalf of their current or former agents, employees, predecessors, successors, heirs, or assigns, are deemed to have covenanted not to sue, institute, or instigate any legal, equitable or administrative investigation or proceedings against Cablevision for any Released Claims, as more fully set out in Section 11.5 of the Settlement Agreement.

16. Plaintiffs and all members of the Settlement Class, individually and on behalf of their current or former agents, employees, predecessors, successors, heirs, or assigns, are deemed to have expressly waived all rights under any applicable or non-applicable statute or other provision limiting the release of claims that are not known or suspected to exist in such person's favor at the time of executing the release and which if known or suspected would have materially

affected such person's decision whether or not to enter into such release, as more fully set out in Section 11.3 of the Settlement Agreement.

17. Each member of the Settlement Class is barred and permanently enjoined from instituting any federal, state, territorial, or private regulatory, administrative, legal, or other proceeding, investigation, inquiry, examination, or review related to the Released Claims, as more fully set out in Section 11.10 of the Settlement Agreement, except that any Party to the Settlement Agreement is not precluded from filing an action to enforce his, her, or its rights under the Agreement, as more fully set out in Section 11.9 of the Settlement Agreement.

ATTORNEYS' FEES AND INCENTIVE PAYMENTS

18. Except as expressly ordered herein, each of the Parties shall bear his, her, or its own fees and costs.

19. ***Class Counsel's Fees.*** Class Counsel have moved for an award of attorneys' fees and reimbursement of expenses. Pursuant to Federal Rules of Civil Procedure 23(h)(3) and 54(d)(2), and pursuant to the factors for assessing the reasonableness of a class action fee request as set forth in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000) and *In re Prudential Ins. Co. of America Sales Practice Litig.*, 148 F.3d 283, 340 (3d Cir. 1998), and for the reasons set forth in Plaintiffs' Motion for Attorneys' Fees and Costs and on the record, Class Counsel are awarded attorneys' fees, costs, and expenses in the amount of _____. The Court finds this award to be fair and reasonable. The awarded fees and expenses shall be paid to Class Counsel in accordance with the terms of the Settlement Agreement. Class Lead Counsel shall allocate the fees and expenses amount among the Class Counsel in its discretion.

20. ***Payments to Class Representatives:*** An award of _____ is authorized for each of the three named Plaintiffs in this Action. The Court finds the award is fair and reasonable.

RETENTION OF JURISDICTION

21. This Court expressly retains exclusive and continuing jurisdiction over the Settlement and the Settlement Agreement only for the purpose of enabling any party to this Final Judgment to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the carrying out of this Final Judgment, including all matters relating to the administration, consummation, validity, enforcement, and interpretation of the Settlement Agreement. In all other respects, this case is dismissed with prejudice.

22. Without affecting the finality of this Final Judgment or the Final Order, Defendants and each Settlement Class Member hereby irrevocably submit to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement.

23. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Judgment and the accompanying Final Order and that do not limit the rights of the Settlement Class Members under the Settlement Agreement.

24. The Clerk of the Court is ordered to enter the Final Judgment forthwith.

25. In the event that this Final Judgment is not otherwise final and appealable, the Court finds and directs that there is no just reason for delaying enforcement or appeal and judgment should be entered.

SO ORDERED, in chambers in Newark, New Jersey, this ____ day of _____, 2016.

BY THE COURT:

Hon. Madeline C. Arleo, U.S. District Judge

Exhibit D

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

GARY MARCHESE, ESTHER
WEINSTEIN and JOAN HOWARD
Individually, and on Behalf of All Others
Similarly Situated,

Plaintiffs,
vs.

CABLEVISION SYSTEMS
CORPORATION and CSC HOLDINGS,
LLC,

Defendants.

Civil Action No.
10-2190 (MCA) (MAH)

**[PROPOSED] ORDER CERTIFYING A SETTLEMENT CLASS
AND PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT**

Upon review and consideration of the Settlement Agreement dated _____, 2015, including review of the class benefits set forth therein, and of Plaintiffs' Motion for Certification of a Settlement Class and Preliminary Approval of Class Action Settlement and supporting memorandum of law, this Court hereby FINDS and ORDERS as follows:

I. CERTIFICATION OF SETTLEMENT CLASS

1. A class may be certified for settlement purposes where the proposed class satisfies the four requirements of Federal Rule of Civil Procedure 23(a) and one of the elements of Rule 23(b). *See Sullivan v. DB Invs., Inc.*, 667 F.3d 276, 296 (3d Cir. 2011). When confronted with a request for settlement-only class certification, a court "need not inquire whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial."

Amchem Prods., Inc. v. Windsor, 521 U.S. 591, 620 (1997) (citation omitted). For settlement purposes only, and conditioned upon the entry of this Order and an eventual Final Judgment approving the Settlement Agreement, the Court finds that the prerequisites for a class action

under Rules 23(a) and 23(b)(3) have been satisfied, as set forth below. In addition, the Settlement Class is currently and readily ascertainable based on objective criteria and the determination of whether someone is in the Settlement Class is administratively feasible because it can be made based on the submission of Claim Forms and Cablevision's records.

A. Fed. R. Civ. P. 23(a)

2. Rule 23(a) contains four threshold requirements: numerosity, commonality, typicality, and adequacy. *See Fed. R. Civ. P. 23(a)(1)-(4).*

3. ***Numerosity.*** The Court finds the numerosity requirement is satisfied. The Settlement Class (as defined below) has millions of members consisting of all persons in New Jersey, Connecticut, and New York who subscribed to Cablevision video services and paid a monthly fee to Cablevision to lease a set-top box during the period April 30, 2004 to the date of this Preliminary Approval. Joinder of this many people would be impracticable.

4. ***Commonality.*** Rule 23(a)(2) requires that there be “questions of law or fact common to the class.” There are questions of law and fact common to the Settlement Class that are sufficient for settlement purposes, including, for example, whether an alleged policy requiring the lease of a set-top box existed. Accordingly, this Court finds the commonality requirement is satisfied.

5. ***Typicality.*** Under Rule 23(a)(3), the named plaintiffs’ claims must be “typical of the claims or defenses of the class.” Here, named Plaintiffs allege that Cablevision unlawfully tied the sale of certain of its video services to the rental of a Cablevision set-top box, and that this activity restricted competition in the market for the sale or rental of set-top boxes, thus injuring all Settlement Class Members in the same manner. Accordingly, this Court finds that the named Plaintiffs’ claims are typical of the claims of members of the Settlement Class they seek to represent for the purposes of settlement.

6. ***Adequacy.*** The adequacy of representation under Federal Rule of Civil Procedure 23(a)(4) has two requirements: (1) “the interests of the named plaintiffs must be sufficiently aligned with those of the absentees,” and (2) “class counsel must serve the interests of the entire class.” *Georgine v. Amchem Prods., Inc.*, 83 F.3d 610, 630 (3d Cir. 1996). The Court finds the adequacy of representation requirement is satisfied as to the named Plaintiffs. The interests of the named Plaintiffs and the putative Settlement Class Members are aligned; there are no conflicts that would render the named Plaintiffs inadequate representatives of the Settlement Class. For settlement purposes, the representative Plaintiffs and all members of the proposed Settlement Class have similar interests in establishing liability against Cablevision for the same kind of alleged anticompetitive conduct and in recovering, on behalf of each eligible claimant, damages resulting from that conduct. Moreover, Class Counsel have extensive experience and expertise in antitrust, class action, and complex litigation, and have successfully prosecuted antitrust class actions and other similar cases in courts throughout the United States. Accordingly, this Court finds that the adequacy of representation requirement is satisfied.

B. Fed. R. Civ. P. 23(b)(3)

7. Rule 23(b)(3) requires that common questions of law or fact predominate over individual questions and that a class action is superior to other available methods of adjudication.

8. ***Predominance.*** The predominance inquiry “tests whether [a] proposed class[] [is] sufficiently cohesive to warrant adjudication by representation.” *In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 305, 310-11 (3d Cir. 2008) (quoting *Amchem*, 521 U.S. at 623). The predominance test requires a more rigorous analysis than Rule 23(a)(2)’s commonality prong. *Sullivan*, 667 F.3d at 297. There is a “key” distinction between certification for settlement purposes and certification for litigation: when taking a proposed settlement into consideration, individual issues which are normally present in litigation usually become irrelevant, allowing the

common issues to predominate. *Id.* at 304 & n.29. Here, as it pertains to the settlement of this matter only, the questions of law and fact common to the Settlement Class predominate over any questions affecting individual members of the Settlement Class. Accordingly, this Court finds the predominance requirement is satisfied for purposes of the Settlement.

9. ***Superiority.*** The superiority requirement is satisfied here because certification of a class for settlement purposes is more efficient than and superior to the separate litigation and settlement of millions of individual claims. Accordingly, this Court finds the superiority requirement is satisfied under Fed. R. Civ. P. 23(b)(3) for purposes of the Settlement only.¹

C. Conclusion

10. For all the foregoing reasons, this Court certifies the following Settlement Class under Federal Rule of Civil Procedure 23:

All persons in New Jersey, Connecticut, and New York who subscribed to Cablevision video services and paid a monthly fee to Cablevision to lease a Set-Top Box during the period April 30, 2004 to the date of this Order. Excluded from the class are (i) commercial, bulk, and municipal accounts; (ii) Cablevision, its officers, directors, affiliates and subsidiaries, and counsel; and (iii) any judicial official to whom this case is or may be assigned and any members of those judicial officials' immediate families, law clerk and their immediate families, and counsel for Plaintiffs.

11. This Court further appoints Plaintiffs Gary Marchese, Esther Weinstein, and Joan Howard as representatives of the Settlement Class and appoints the law firm of Taus, Cebulash & Landau, LLP as Class Lead Counsel, having determined that they are experienced and skilled attorneys capable of fairly and adequately representing the interests of the Settlement Class, and that the requirements of Federal Rule of Civil Procedure 23(g) are fully satisfied by this appointment.

¹ In the context of a settlement class, a court need not consider whether there would be difficulties managing a class action, since the settlement obviates the need for case management by the court. *See Amchem*, 521 U.S. at 620.

II. PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT

12. In deciding preliminary approval, the Court considers whether: (1) the settlement negotiations occurred at arm's length, (2) there was sufficient discovery, and (3) the proponents of the settlement are experienced in similar litigation.² *Smith v. Prof'l Billing & Mgmt. Servs., Inc.*, Civil No. 06-4453 (JEI), 2007 WL 4191749, at *1 (D.N.J. Nov. 21, 2007) (citing *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d 768, 785 (3d Cir. 1995)).

13. All three of these factors are satisfied here. The Settlement resulted from extensive arm's-length negotiations over a number of months. The parties engaged in extensive discovery, including Cablevision's production and Plaintiffs' review of over 1.4 million documents and several terabytes of data, fourteen fact depositions, and expert depositions of both Plaintiffs' and Cablevision's experts. Moreover, proposed Class Counsel strongly recommend the proposed Settlement as falling within the range of reasonableness.

III. [PROPOSED] NOTICE TO THE SETTLEMENT CLASS

14. The Court finds that the proposed forms of notice to the Settlement Class of the proposed Settlement and the methods of dissemination—paper inserts or email supplements, as appropriate, provided with Current Subscribers' monthly bills; email notice to Former Subscribers for whom Cablevision has email information; publication of notice as set forth in Exhibit F to the Settlement Agreement, or by a method and plan substantially similar thereto; and a Settlement website—satisfy the requirements of Federal Rules of Civil Procedure 23(c)(2) and 23(e)(1) and the requirements of due process, are otherwise fair and reasonable, and therefore are approved.

² Another factor identified by the Third Circuit is whether "only a small fraction of the class objected." *In re Gen. Motors*, 55 F.3d at 785. In this case, however, the number of objections will not be known until the fairness hearing. See *Smith*, 2007 WL 4191749, at *1 n.3.

15. Cablevision shall cause the Settlement notices, in substantially the forms attached to Plaintiffs' Memorandum in Support of Motion for Certification of a Settlement Class and Preliminary Approval of Settlement, to be:

- (i) mailed or emailed to current subscribers and applicable former subscribers within one hundred and ten (110) days following the entry of this Order;
- (ii) published within one hundred and ten (110) days following the entry of this Order; and
- (iii) posted on the Settlement website within forty-five (45) days following the entry of this Order.

16. The Court hereby appoints Epiq Class Action & Claims Solutions, Inc. as Claims Administrator to assist in processing of claims and disseminating the Notice to the Settlement Class.

17. The Claims Administrator must establish a post office box where Settlement Class Members can send requests for exclusion or other correspondence relating to the Notice.

18. All briefs and materials in support of (i) Class Counsel's application for an award of attorneys' fees, costs, and expenses, and (ii) payments to the named Plaintiffs for their efforts on behalf of the Settlement Class, shall be filed with the Court no later than _____ (one hundred and fifty (150) days from the entry of this Order).

19. All briefs and materials in support of (i) the final approval of the Settlement, and (ii) the entry of Final Judgment proposed by the parties to the Settlement Agreement, shall be filed with the Court no later than _____ (one hundred and eighty-five (185) days from the entry of this Order).

20. As part of the Settlement Notice, potential Settlement Class Members shall be afforded the opportunity to opt out of the class. A potential Settlement Class Member wishing to

exclude himself/herself from the Settlement Class must send a written request for exclusion (“Opt-Out Request”) to the Claims Administrator and to Class Lead Counsel by _____ (one hundred and seventy (170) days after entry of this Order) (the “Opt-Out Deadline”).

21. No later than fifteen (15) days after the Opt-Out Deadline, Class Counsel shall report to the Court on the number of Settlement Class Members who have excluded themselves.

22. In order to be considered by the Court, any objection to the Settlement Agreement, Class Counsel’s application for an award of attorneys’ fees, costs, and expenses, and/or payments to the named Plaintiffs for their efforts on behalf of the Settlement Class must: (i) contain the full name and current address of the person objecting; (ii) contain the title of this action, *Marchese v. Cablevision Systems Corp.*, Civil Action No. 10-2190 (MCA) (MAH) (D.N.J.); (iii) state the reasons for the objection; (iv) be accompanied by any evidence, briefs, motions, or other materials the objector intends to offer in support of the objection; (v) be signed by the objector; (vi) identify all cases in which the objector (directly or through counsel) or the objector’s counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement, including the case name, court, and docket number for each; and (vii) be filed with the Court and served upon Class Lead Counsel and counsel for Cablevision within one-hundred and seventy (170) days after entry of this Order.

23. Any objection and any Notice of Intent to Appear at the Final Fairness Hearing shall be sent via first class mail, postage prepaid, to the Clerk of Court, United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Room 4015, Newark, NJ 07101, with copies to the following counsel:

On behalf of Plaintiffs and the Settlement Class:

Brett Cebulash, Esq.
Kevin Landau, Esq.
Taus, Cebulash & Landau, LLP
80 Maiden Lane, Suite 1204

New York, NY 10038

On behalf of Cablevision:

Mark Popofsky, Esq.
Ropes & Gray LLP
2099 Pennsylvania Avenue, N.W.
Washington, DC 20006-6807

24. To be valid, any such objection and/or Notice of Intent to Appear and accompanying summary statement must be postmarked no later than _____ (one hundred and seventy (170) days after entry of this Order). Except as herein provided, no person or entity shall be entitled to contest the terms of the proposed Settlement. Persons or entities that do not file an objection and/or Notice of Intent to Appear and summary statement as provided above shall be deemed to have waived any objections by appeal, collateral attack or otherwise and will not be heard at the Fairness Hearing.

25. All responses to objections must be filed with the Court no fewer than five (5) calendar days before the Final Fairness Hearing.

26. A hearing on final approval (the “Final Fairness Hearing”) shall be held on _____, 2016, at ____:_____.m. (Eastern time), in courtroom ___, at the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey. At the Final Fairness Hearing, the Court will consider, *inter alia*: (i) the fairness, reasonableness, and adequacy of the Settlement and whether it should be finally approved; (ii) whether the Court should approve an award of Class Counsel’s fees and the reimbursement of expenses, and in what amounts; (iii) whether payments should be made to the named Plaintiffs for their efforts on behalf of the class, and in what amounts; and (iv) whether entry of a final judgment terminating this litigation should be entered. The Final Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class. At the Final Fairness Hearing, the Court may

enter a Final Order and Final Judgment in accordance with the Settlement Agreement that will adjudicate the rights of the members of the Settlement Class with respect to the claims being settled.

27. All persons seeking to receive the Settlement Benefits must submit to the Claims Administrator a Claim Form, in the form accompanying Plaintiffs' Memorandum in Support of Motion for Certification of a Settlement Class and Preliminary Approval of Settlement, postmarked no later than _____ (two hundred (200) days after the entry of this Order). Submission of a Claim Form shall be the only valid method of making a claim to share in the Settlement, and all Claimants must comply with the instructions accompanying the Claim Form.

28. Plaintiffs' Class Counsel and Cablevision's counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, to the form or content of the Notice, or to any other exhibits, which the Parties jointly agree are reasonable or necessary, and which do not limit the rights of members of the Settlement Class under the Settlement Agreement.

IV. STAY OF LITIGATION

28. All proceedings in this action are hereby stayed until such time as the Court renders a final decision regarding the approval of the Settlement and, if it approves the Settlement, enters final judgment and dismisses this action with prejudice.

29. In the event that the Settlement does not become final, or in the event the Settlement Agreement and the Settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, then the Settlement Agreement, the Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement

Agreement, become null and void, shall have no further force and effect, and Plaintiffs shall retain full rights to assert any and all causes of action against Cablevision and any other Released Party, and Cablevision and any other Released Parties shall retain any and all defenses and counterclaims thereto. None of the orders and findings entered in connection with the Settlement Agreement, and none of the documents or statements generated or received pursuant to the claims administration process, shall be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in this or any other proceeding. The provisional certification of the Settlement Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Settlement Class had never been certified and such findings had never been made. The Action shall thereupon revert forthwith to its procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed. Litigation of this case will resume in a reasonable manner to be approved by the Court upon joint application by the parties hereto.

30. Nothing in this Order, the Settlement Agreement, any other Settlement-related document, anything contained herein or therein or contemplated hereby or thereby, or any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other Settlement-related document, shall constitute, be construed as, or be deemed evidence of or an admission or concession by Cablevision as to the validity of any claim that has been or could have been asserted against Cablevision or as to any liability by Cablevision as to any matter set forth in this Order.

Dated: _____

BY THE COURT:

Hon. Madeline C. Arleo, U.S. District Judge

Exhibit E

PUBLICATION NOTICE
(To be published in the list of periodicals in Exhibit F)

LEGAL NOTICE

**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.**

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

There is a Settlement in a class action lawsuit against Cablevision entitled *Marchese et al. v. Cablevision, et al.*, 10-cv-02190 in New Jersey federal court that claims that certain business practices resulted in subscribers paying higher prices for Cablevision's cable TV set-top boxes. The Settlement provides benefits to current and former Cablevision customers. Cablevision denies all of the claims in the lawsuit and asserts it did nothing wrong.

Who is included?

The Settlement Class includes, subject to certain exceptions, 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 [Preliminary Approval Date].

What does this Settlement provide?

The Settlement provides benefits for Current Subscribers and Former Subscribers:

- Current Subscribers will automatically receive access to a free four month subscription to the Internet-delivered SundanceNow service from AMC. In addition, Current Subscribers who file a Claim Form can choose either (1) a one-time credit off their bill (ranging between \$20-\$40), or (2) one of several Cablevision services (ranging between \$50-\$140 in value), including an additional free Set-Top Box, free multi-room DVR service, or free access to certain premium channels for a limited time, subject to restrictions. The amount of the one-time credit and your eligibility for the Cablevision services will depend on how long you have been a Cablevision cable TV subscriber and on your current services.
- Former Subscribers who file a Claim Form can receive a cash payment of \$20 to \$40, plus access to a free four month subscription to the Internet-delivered SundanceNow service from AMC. The amount of the cash payment will depend on how long you were a Cablevision cable TV subscriber.

Cablevision has also agreed to certain changes to its business practices. More information can be found in the Settlement Agreement.

How do you ask for benefits?

You must submit a Claim Form online or by mail by <**Month Day, 2015**>. Claim Forms are available at www.xxxxxxx.com or by calling <Phone Number>.

Your Other Options

Even if you do nothing, you will be bound by the Court's decisions in this class action lawsuit. If you want to keep your right to sue Cablevision, you must exclude yourself from the Settlement Class by <**Month Day, Year**>. If you stay in the Settlement Class, you may choose to object to the Settlement by <**Month Day, Year**>.

The Court will hold a hearing in the case on <**Month Day, Year**>, to consider whether to approve the Settlement, and to consider a request by Class Counsel for up to \$9.5 million for attorneys' fees and expenses to be paid out of the Settlement. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. The full notice explains what to do if you want to appear at the hearing. This is only a summary.

To obtain the full notice or for more information about the Settlement and your rights, call or go to the website shown below.

www.xxxxxxx.com

<Phone Number>

Exhibit F

Settlement Publication Notice Plan

Marchese v. Cablevision Systems Corp., No. 2:10-cv-02190-MCA-MAH (D.N.J.)

The Publication Notice Plan includes publication of the notice (in a form substantially the same as Exhibit E of the Settlement Agreement) in the below newspapers for the areas where Cablevision provided service during the Class Period. The Settlement will also be advertised on newspaper websites and on highly trafficked general interest websites geo-targeted to the Cablevision service area. Sponsored Internet search listings, an informational release, and the Internet Settlement website will provide additional notice exposures. The combined measurable effort alone is estimated to reach approximately 80% of U.S. Adults aged 18+ in the Hartford/New Haven & New York DMAs, an average of 3.2 times each.

Publication Notice Plan Detail

Print Notice

<i>Local Newspapers</i>	<i>Frequency*</i>	<i>Approx. Circulation</i>	<i>Distribution</i>
<i>Asbury Park Press</i>	1x Daily & 1x Sunday	115,314	Neptune, NJ
<i>Bayonne Community News</i>	2x Weekly	20,100	Bayonne, NJ
<i>Bergen Record/Herald News Combo</i>	1x Daily & 1x Sunday	170,580	Little Falls, NJ
<i>Bridgewater Courier News</i>	1x Daily & 1x Sunday	12,881	Bridgewater, NJ
<i>Bronx Times Reporter/Bronx Times</i>	2x Weekly	22,480	Bronx, NY
<i>Brooklyn Paper</i>	2x Weekly	22,300	Brooklyn, NY
<i>Chester Chronicle/Warwick Advertiser/Photo News</i>	2x Weekly	28,289	Chester, NY
<i>Clifton Journal</i>	2x Weekly	26,433	West Paterson, NJ
<i>Connecticut Post</i>	1x Daily & 1x Sunday	47,640	Bridgeport, CT
<i>Freehold News Transcript</i>	2x Weekly	38,858	Freehold, NJ
<i>Hartford Courant</i>	1x Daily & 1x Sunday	161,135	Hartford, CT
<i>Jersey Journal</i>	2x Daily	13,687	Secaucus, NJ
<i>Middletown Times Herald-Record</i>	1x Daily & 1x Sunday	55,730	Middletown, NY
<i>Morristown Daily Record</i>	1x Daily & 1x Sunday	15,938	Parsippany, NJ
<i>Neighbor News</i>	2x Weekly	36,170	Rockaway, NJ
<i>New York Daily News</i>	1x Daily & 1x Sunday	382,780	New York, NY
<i>New York Post</i>	1x Daily & 1x Sunday	269,643	New York, NY
<i>New York Times</i>	1x Daily & 1x Sunday	1,182,772	New York, NY
<i>Newark Star-Ledger</i>	1x Daily & 1x Sunday	253,725	Newark, NJ
<i>Newsday</i>	1x Daily & 1x Sunday	321,696	Long Island, NY
<i>North Shore Today</i>	2x Weekly	150,201	Syosset, NY
<i>Poughkeepsie Journal</i>	1x Daily & 1x Sunday	26,883	Poughkeepsie, NY
<i>Queens Chronicle</i>	2x Weekly	160,000	Queens, NY
<i>South Bay's Neighbor - South Bay Shore Edition</i>	2x Weekly	8,656	Lindenhurst, NY
<i>Stamford Advocate</i>	1x Daily & 1x Sunday	11,228	Stamford, CT
<i>Waterbury Republican-American</i>	1x Daily & 1x Sunday	44,031	Waterbury, CT
<i>White Plains Journal News</i>	1x Daily & 1x Sunday	71,377	White Plains, NY

Online Notice

<i>Local Newspaper Websites</i>	<i>Frequency</i>	<i>Estimated Impressions</i>	<i>Distribution</i>
16 Various Newspapers Websites**	30 Days	160,000	CT, NJ, and NY

<i>Local Ad Network Banners</i>	<i>Frequency</i>	<i>Estimated Impressions</i>	<i>Distribution</i>
Facebook	30 Days	12,500,000	CT, NJ, and NY
Yahoo! Ad Network	30 Days	12,500,000	CT, NJ, and NY

Regional Press Release - Northeast**Sponsored Search Listings – NJ, NY & CT**

* The publication frequency of the print notice will vary by newspaper. Newspapers publishing on a daily schedule will run in one Daily edition (Mon-Sat) and once on Sunday. Newspapers publishing on a Weekly schedule will run on one day per week for two consecutive weeks.

**Website examples include: nytimes.com, nypost.com, nj.com, and ctpost.com

Exhibit G

ELECTRONIC NOTICE

(To be emailed to Current Subscribers who receive e-bills and Former Subscribers for whom Cablevision has email information)

LEGAL NOTICE

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

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

Cablevision's records show that you may be included in the Settlement of a class action lawsuit against Cablevision, entitled *Marchese et al. v. Cablevision et al.*, 10-cv-02190 in New Jersey federal court that claims that certain business practices resulted in subscribers paying higher prices for Cablevision's cable TV set-top boxes. The Settlement provides benefits to current and former Cablevision customers. Cablevision denies all of the claims and says it did nothing wrong. This notice is only a summary. More details about the Settlement, including the full notice are available at www.xxxxxxx.com or by contacting the Claims Administrator at the number or website below.

Who is included? 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 [Preliminary Approval Date].

What can you get? The Settlement provides benefits for Current Subscribers and Former Subscribers:

- **Current Subscribers** will automatically receive access to a free four month subscription to the Internet-delivered SundanceNow service from AMC. In addition, Current Subscribers who file a Claim Form can choose either (1) a one-time credit off their bill (ranging between \$20-\$40), or (2) one of several Cablevision services (ranging between \$50-\$140 in value), including an additional free Set-Top Box, free multi-room DVR service, or free access to certain premium channels for a limited time, subject to restrictions. The amount of the one-time credit and your eligibility for the Cablevision services will depend on how long you have been a Cablevision cable TV subscriber and on your current services.
- **Former Subscribers** who file a Claim Form can receive a cash payment of \$20 to \$40, plus access to a free four month subscription to the Internet-delivered SundanceNow service from AMC. The amount of the cash payment will depend on how long you were a Cablevision cable TV subscriber.

How do you ask for benefits? You must submit a Claim Form online or by mail by <Month Day, Year>. Claim Forms are attached to this notice and are also available at www.xxxxxxx.com or by calling <phone number>.

Your other options. If you want to keep your right to sue Cablevision yourself, and thus receive no money or services from the Settlement, you must exclude yourself from the Settlement Class by writing to the Claims Administrator, and your submission must be postmarked by <Month Day, Year>. If you stay in the Settlement Class, you may object to the Settlement, you must do

so by <Month Day, Year>. If the Settlement is approved, all Settlement Class Members who do not exclude themselves will be bound by the Court's decisions and will give up any right to sue for claims raised in this action, as well as certain claims related to facts, conduct, or claims raised in this action.

The Court will hold a hearing in the case on <Month Day, Year>, before the Hon. Madeline Cox Arleo in [location] to consider whether to approve the Settlement, service awards for the Class Representatives of up to \$5,000 and to consider a request for up to \$9.5 million for attorneys' fees and expenses to be paid out of the Settlement. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. The full notice explains what to do if you want to appear at the hearing. This is only a summary. To obtain the full notice or for more information about the Settlement and your rights, call or visit the website shown below.

www. xxxxxxxx.com

<Phone Number>

Exhibit H

PAPER BILL NOTICE

(To be included in the paper bills of Current Subscribers who receive paper bills)

LEGAL NOTICE

**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.**

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

Cablevision's records show that you may be included in the Settlement of a class action lawsuit against Cablevision, entitled *Marchese, et al v. Cablevision, et al*, 10-cv-02190 in New Jersey federal court that claims that certain business practices resulted in subscribers paying higher prices for Cablevision's cable TV set-top boxes. The Settlement provides benefits to current and former Cablevision customers. Cablevision denies all of the claims and says it did nothing wrong. This notice is only a summary. More details, including the full notice are available at www.xxxxxxx.com or by contacting the Claims Administrator at the number or website below.

Who is included? 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 [Preliminary Approval Date].

What can you get? The Settlement provides different options for Current Subscribers and Former Subscribers:

- Current Subscribers will automatically receive access to a free four month subscription to the Internet-delivered SundanceNow service from AMC. In addition, Current Subscribers who file a Claim Form can choose either (1) a one-time credit off your bill, or (2) one of several Cablevision services, including an additional free Set-Top Box, free multi-room DVR service, free access to certain premium channels for a limited time. The amount of the one-time credit (ranging between \$20-\$40) and your eligibility for the Cablevision services (ranging between \$50-\$140 in value) will depend on how long you have been a Cablevision cable TV subscriber and on your current services.
- Former Subscribers who file a Claim Form can receive a cash payment of \$20-\$40 plus access to a free four month subscription to the Internet-delivered SundanceNow service from AMC. The amount of the cash

PAPER BILL NOTICE

(To be included in the paper bills of Current Subscribers who receive paper bills)

payment will depend on how long you were a Cablevision cable TV subscriber.

How do you ask for benefits? You must submit a Claim Form online or by mail by <Month Day, Year>. Claim Forms are attached to this notice and are also available at www.xxxxxxx.com or by calling 1-800-000-0000.

Your other options. If you want to keep your right to sue Cablevision yourself and thus receive no money or services from the settlement, you must exclude yourself from the Settlement Class by writing to the Claims Administrator and your submission must be postmarked by <Month Day, Year>. If you stay in the Settlement Class and object to the Settlement, you must do so by <Month Day, Year>. If the Settlement is approved, all Settlement Class Members who do not exclude themselves will be bound by the Court's decisions and will give up any right to sue for claims raised in this action, as well as certain claims related to facts, conduct or claims raised in this action.

The Court will hold a hearing in the case on <Month Day, Year>, before the Hon. Madeline Cox Arleo in [location], to consider whether to approve the Settlement, service awards for the Class Representatives of up to \$5,000 and to consider a request for up to \$9.5 million for attorneys' fees and expenses to be paid out of the Settlement. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. The full notice explains what to do if you want to appear at the hearing. This is only a summary. To obtain the full notice or for more information about the Settlement and your rights, call or visit the website shown below.

www.xxxxxxx.com

<Phone Number>

Exhibit I

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 [Preliminary Approval Date].
- 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 Month Day, 2016	Submit a Claim Form for a cash payment, bill credit, and/or credits for certain Cablevision services (<i>see Question 11</i>).
Exclude Yourself by Month Day, 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 Question 16</i>).
Object by Month Day, 2016	Write to the Court about why you do not like the Settlement (<i>see Question 19</i>).
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement (<i>see Question 19</i>).
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.xxxxxxx.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.

Questions? Call <Phone Number> or visit www.xxxxxx.com.

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

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 [Preliminary Approval Date].

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.xxxxxxx.com or call the toll free number, <phone number>. You may also write with questions to <mailing address> or send an e-mail to <email address>.

Questions? Call <Phone Number> or visit www.xxxxxxx.com.

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

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 [DATE]; 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 <Month Day, 2015> (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.

Questions? Call <Phone Number> or visit www.xxxxxxx.com.

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

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.

Questions? Call <Phone Number> or visit www.xxxxxxx.com.

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

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 [Preliminary Approval Date] but are no longer subscribers of Cablevision’s cable TV services as of <Month Day, Year> (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.

Questions? Call <Phone Number> or visit www.xxxxxxx.com.

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

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.xxxxxxx.com, or by calling <Phone Number>, or by writing to <Address>. Claims must be filed online or postmarked by **Month Day, Year**.

If you are a Former Subscriber, you must submit a Claim Form to receive any benefits. Former Subscribers will not receive any benefits if they do nothing. Claim Forms are available online at www.xxxxxxx.com, or by calling <Phone Number>, or by writing to <Address>. Claim Forms must be filed online or postmarked by **Month Day, Year**.

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.xxxxxxx.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.xxxxxxx.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.

Questions? Call <Phone Number> or visit www.xxxxxxx.com.

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

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 <Month Day, Year>, to both of the below recipients:

CLAIMS ADMINISTRATOR	CLASS LEAD COUNSEL
Epiq Class Action & Claims Solutions, Inc. <Address>	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.

Questions? Call <Phone Number> or visit www.xxxxxxx.com.

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

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.

Questions? Call <Phone Number> or visit www.xxxxxxx.com.

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

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 **Month Day, Year**.

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

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.

Questions? Call <Phone Number> or visit www.xxxxxxx.com.

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

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 Month Day, Year, at <time>, the Court will hold a public Final Fairness Hearing in the United States District Court for the District of New Jersey, located at Courtroom X 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.

Questions? Call <Phone Number> or visit www.xxxxxxx.com.

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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.xxxxxxx.com. You may also write with questions to <mailing address>.

You can file a Claim Form at the website, or have a Claim Form mailed to you by calling <phone number>. 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.

Questions? Call <Phone Number> or visit www.xxxxxxx.com.

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