

**CITY OF LOS ANGELES**  
**BOARD OF INFORMATION TECHNOLOGY COMMISSIONERS**

**Cable Subscriber Bill of Rights**

**As a cable television consumer, you have the following rights:**

1. You have the right to receive high-quality cable television service including a clear picture and sound.
2. You have the right to receive dependable service, free of unnecessary outages. For any service outage over 4 hours, you have the right to be credited one-day's worth of service upon request. For any outage over 4 hours, you must be credited one-day's worth of service automatically.
3. Spanish-speaking consumers have the right at all times to speak to a Spanish-speaking service representative.
4. You must be notified at least 48 hours before any scheduled interruption of cable television service.
5. You have the right to receive at least 30 days notice of any planned changes in programming, channel line-up, rates, or terms of service.
6. You have the right to speak with a customer service representative in person or by telephone within a reasonable amount of time for professional and knowledgeable assistance.
7. You have the right to receive an appointment within 7 days of your order for a service installation or service upgrade.
8. You have the right to the prompt repair of service interruption or reception problems. Total loss of picture must be repaired within 24 hours of your notification to a cable operator. All other reception problems must be repaired within 7 days of your request.
9. You have the right to schedule service appointments at a reasonable period of the day and not to exceed a 4-hour appointment window.
10. You have the right to an accurate monthly bill containing all pertinent information including: payment due date, an itemized listing of all charges and fees and the late fee assessment date.
11. You have the right to disconnect service at no charge, except for the payment of any outstanding account balance.
12. You have the right to have appointments honored by the cable operator. An appointment may not be cancelled by the cable operator after close-of-business of the day prior to the appointment without reasonable attempts to contact you on location.
13. You have the right to receive a copy of the work order describing all work performed during an appointment.

**CITY OF LOS ANGELES**  
**CABLE SUBSCRIBER SERVICE STANDARDS**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>DEFINITIONS</b>	<b>2</b>
<b>Section 1. TELEPHONE AND OFFICE AVAILABILITY</b>	<b>6</b>
<b>Section 2. ACCOMMODATIONS FOR PERSONS WITH DISABILITIES</b>	<b>13</b>
<b>Section 3. EMPLOYEE IDENTIFICATION</b>	<b>14</b>
<b>Section 4. INSTALLATIONS</b>	<b>15</b>
<b>Section 5. SERVICE STANDARDS</b>	<b>17</b>
<b>Section 6. SERVICE INTERRUPTIONS AND OTHER SERVICE PROBLEMS</b>	<b>19</b>
<b>Section 7. SERVICE APPOINTMENTS</b>	<b>21</b>
<b>Section 8. NOTICES &amp; CUSTOMER COMMUNICATIONS</b>	<b>23</b>
<b>Section 9. BILLS</b>	<b>31</b>
<b>Section 10. ACCESS TO SERVICE/SERVICE TERMINATION OR DENIAL</b>	<b>33</b>
<b>Section 11. SUBSCRIBER DISCONNECTION AND DOWNGRADES</b>	<b>34</b>
<b>Section 12. DEPOSITS, REFUNDS, AND CREDITS</b>	<b>37</b>
<b>Section 13. RATES, FEES, AND CHARGES</b>	<b>39</b>
<b>Section 14. PRIVACY PROTECTIONS</b>	<b>42</b>
<b>Section 15. ENFORCEMENT</b>	<b>42</b>
<b>Section 16. RIGHTS RESERVED BY THE CITY</b>	<b>47</b>
<b>Appendix: CABLE SUBSCRIBER BILL OF RIGHTS</b>	

**DEFINITIONS**

**Bill Due Date** means the Business Day not less than twenty (20) Business Days after the bill date mailing. If payment is made by the due date, no additional charge shall be imposed or collected for being late. Regardless, the Due Date on a final bill or a bill that is past due may be less than twenty (20) Business Days but no less than (10) Business Days after the mailing date.

**Board** means the Board of Information Technology Commissioners of the City of Los Angeles, its designee, or any successor thereto.

**Business Hours** means the hours between 9:00 a.m. and 7:00 p.m. on any Business Day and 9:00 a.m. to 1:00 p.m. on Saturdays (except as otherwise indicated in the Franchise Agreement.)

**Business Day** means any day except New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

**Cable Act** means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984), as may be from time to time amended.

**Cable Service** means

**City** means the City of Los Angeles, or as appropriate in specific provisions of these Standards, the Council, Board, Department, or any other entity of or acting on behalf of the City, or any officer, official, employee, or agent thereof, its designee, or any successor.

**Company** means any individual or association, partnership, joint venture, corporation, or other legally-recognized entity, whether for-profit or not-for-profit which provides in the City, for some fee, whether direct or indirect, more than one channel of video programming to a residence, including but not limited to a home, condominium, or apartment whether or not the public rights-of-way are utilized. A "Company" shall include, but not be limited to, providers of cable television, master antenna television, satellite master antenna television, direct broadcast satellite, multipoint distribution Service, and other providers of video programming, what ever their delivery technology. A "Company" shall not include the City or a landlord providing only reception of broadcast video programming to a single family-home or other residential dwelling consisting of four units or less.

**Consumer Services Division** means the Information Technology Agency of the City that assures that Subscribers' rights and responsibilities are represented before, during, and after provision of services.

**Council** means the Council of the City of Los Angeles, its designee, or successor.

**Customer Service Representative** means an agent, employee, or contractor of the Company authorized to act on behalf of the Company.

**Department** means the Information Technology Agency of the City of Los Angeles, its designee, or any successor.

**FCC** means the Federal Communications Commission.

**Franchise** is the authorization by the City to construct, operate and repair a cable system in the public rights of way for the purpose of providing cable service.

**Franchise Area** is a geographic area within the City in which a Company is entitled to construct, operate and maintain a System, as described in its Franchise Agreement.

**General Manager** means the Department General Manager, the General Manager's designee or successor.

**Isolated Outage** means loss of picture or sound for at least one cable channel reported to or known by the Company and simultaneously affecting no more than ten (10) Subscribers in one Franchise Area.

**Normal Operating Conditions** are Service conditions within the Company's control. Conditions, that are ordinarily within the Company's control include but are not limited

to, special promotions, pay-per-view events, rate increases or other rate changes, regular peak or seasonal demand periods, changes in channel alignment and maintenance or upgrade of the System. Conditions not within the Company's control include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions.

**Or** means "and/or".

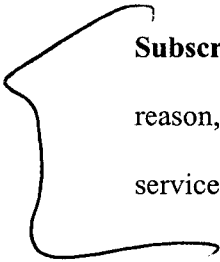
**Outage** means loss of picture and sound on multiple channels for X amount \*\*\*  
of time. **(need to clearly define and distinguish from isolated and system outage).**

**Service** means any video or audio programming level provided to a Subscriber.

**Service Call** means any work requiring the Company's representative to visit the point of Service or any appointment requiring the Subscriber's presence, including without limitation installation, repair and additional outlets.

**Service Interruption or Outage** are the loss of picture or sound on one or more channels. This includes poor signal quality delivery to the Subscriber.

**Standards** means these Subscriber Service Standards.



**Subscribers** mean the City or any person who is lawfully receiving, for any purpose or reason, any cable service via a cable system or OVS, whether or not a fee is paid for such service.

**System** means any equipment or facilities used to deliver Service to a Subscriber or Subscribers.

**System Outage** means a loss of all channels of a cable System due to a common cause reported to or known by the Company and simultaneously affecting at least eleven (11) Subscribers or otherwise confirmed by the Company within a given geographic area of not less than one half (1/2) square mile.

**1. TELEPHONE AND OFFICE AVAILABILITY**

1.1 The Company will maintain a local, toll-free or collect call telephone access line which shall be available to its subscribers 24 hours a day, seven days a week.

1.2 During Business Hours, these telephone lines shall be adequately staffed with knowledgeable, properly trained Company representatives who are equipped with timely and accurate information available to provide concise and accurate answers to Subscriber telephone inquiries.

- 1.3 The Company shall provide emergency referral service in Los Angeles which shall be operational twenty-four (24) hours a day, everyday, including weekends and holidays (except as otherwise indicated in the Franchise Agreement).
- 1.4 The Company shall also provide TDD/TTY (or equivalent) service by trained Customer Service Representatives at no cost that will allow such Subscribers to contact the Company for any reason related to the System. Upon request where closed captioning is available it shall be provided by the Company at no cost to the Subscriber.
- 1.5 A trained supervisor or manager must be available to a Subscriber upon request. If one is not available a supervisor must call back no later than the first three (3) hours of the next Business Day.
- 1.6 Under Normal Operating Conditions telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call must be transferred, transfer time to a Customer Service Representative shall not exceed thirty (30) seconds.
- 1.7 Subscribers shall receive a busy signal less than three percent (3%) of the time.
- 1.8 The standards set forth in this section shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured quarterly. Time



responses will be measured and audited by the Company quarterly and, if the Company fails to return to compliance for two consecutive quarters with these Standards, monthly.

- 1.9 The Company shall notify the Department promptly when telephone service interruption affects the Company's ability to timely accept or address Subscribers' calls.
- 1.10.01 If the Company uses an automated answering or message system, the system shall provide a clearly-indicated opportunity to speak with a customer service representative during the first or second tier of VRU selection. The automated system may not disconnect a caller without allowing the caller an opportunity to make another menu selection or to speak with a customer service representative.
- 1.10.02 If the Company uses a VRU outside of Business Hours, as specified above, the System shall adequately administer Service Outage calls to:
  - (a) Permit a Subscriber to report Outages and to leave name and account number for an outage credit;
  - (b) Contact the person authorized by the company to initiate corrective measures; and

(c) For Outages known to the company, provide up-to-date information on the Outage status, efforts taken to correct the problem, and the estimated time when service will be restored.

After normal Business Hours, the access line may be answered by a service or automated response system, including an answering machine. The answering service or automated device shall record calls about billing questions, complaints, or all other matters. A trained consumer representative shall return recorded calls by the close of the business of the next business day after the answering service or automated device takes the message.

1.10.03 If a Company chooses to use a VRU, it shall offer the option in the first tier of VRU selection for the subscriber to select a Spanish language route through the VRU. If the Company has a large number of Subscribers in a Franchise Area whose first language is another foreign language the Company is encouraged to also offer that language route through the VRU. The Company shall offer the ability to override the VRU in the first or second VRU menu to speak with a live operator, by dialing zero

1.11 The Company must perform quarterly surveys in all Subscriber Service trunk(s) to measure compliance with these telephone answering Standards. The Company must submit all survey results to the Department 30 days after the end of each quarter.

1.12.01 Except as otherwise indicated in the Franchise Agreement, Companies Franchised by the City shall have at least one business office located within each City Franchise Area to respond to Subscribers a minimum of ten (10) hours per day on weekdays and at least four (4) hours on Saturdays. The business office must be open from at least 9:00 a.m. to 7:00 p.m. Monday through Friday, and at least 9:00 a.m. to 1:00 p.m. on Saturdays. The office must be accessible for persons with disabilities, easily accessible through public transportation, have regular and handicap parking conveniently available for its Subscribers, and adequately staffed by trained representatives equipped with timely and adequate information to respond to Subscribers in at least four ways:

- A. To accept payments;
- B. To exchange or accept return of converters;
- C. To schedule and conduct service calls; and
- D. To answer Subscriber inquiries.

"Adequately staffed" means that 90% of the time no Subscriber should have to wait more than fifteen minutes before seeing a Customer Service Representative. The Company shall monitor compliance with this Standard quarterly.

- 1.12.02 A trained supervisor or manager shall be available in all Customer Service Centers to meet in person with Subscribers or other persons requesting a meeting during Business Hours.
- 1.12.03 A Company shall post hours of operation at its customer service centers.
- 1.12.04 A Company shall place a payment drop box or payment slot directly outside of its Customer Service Centers or provide other means for payment after business hours. A payment shall be credited no later than close of business of the next business day.
- 1.12.05 The Company must perform quarterly surveys to measure compliance with these Standards. The Company must submit all survey results to the Department 30 days after the end of each quarter.
- 1.12.06 Training. Before a Company employee or contractor interacts with Subscribers either in person or by telephone, that person shall be adequately trained. Adequate training includes training sufficient to ensure that the employee is fully conversant with all aspects of the job he/she will perform, including resolution of subscriber problems, the costs, products and services offered by the Company, how to operate the equipment and the system, how to make a complaint, a Subscriber's rights, the Company's billing, payment and refund procedures.

Before changes are introduced to a Company's products, pricing, services, special offers, equipment, procedures, and channel line up the employee or contractor must be fully trained in the changes. Each employee shall have for his or her immediate use adequate information to answer Consumer questions.

- 1.12.07 Telephone calls with Subscribers that quote rates, fees, and other charges shall accurately quote the rates, fees, or charges inclusive of all applicable Franchise fees and other fees.
- 1.12.08 If the Company fails to conform to the Standards set forth in this section for two (2) consecutive quarters, the General Manager, after evaluating other relevant considerations, may in addition to the remedies available in these Standards, impose an order on the Company, inter alia, to maintain a minimum staffing level of Customer Service Representatives and minimum hours of operation to handle calls from Subscribers. The order shall include the terms and conditions under which the minimum staffing level and hours of operation shall be withdrawn. Before issuing such an order the General Manager shall meet and confer with the Company in an effort to achieve compliance. If an order is issued the Company may appeal it to the Board. "Failure to Conform" shall be defined for the purpose of this Standard as not meeting the 30 second Standard 90% of the time for two consecutive quarters.

1.12.09 In order to properly insure that Customer Service Representatives are fully familiar with the issues and problems that arise from operating one or more systems in Los Angeles each Company shall maintain a call center located in the City of Los Angeles (except as otherwise indicated in the Franchise Agreement). Multiple Franchise areas may be serviced by the same Los Angeles call center and that call center may also service cable systems located outside of Los Angeles. The Los Angeles call center may be located in the same office as a customer service office.

## **2. ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

2.1.01 The Company shall provide maximum possible accommodation of the Services and facilities of the System to persons with disabilities. At a minimum, at no cost to the Subscriber, the Company shall provide a single remote control device for each television set connected to the Service to those Subscribers with disabilities.

2.1.02 Upon initiation of Service in the City, the Company shall submit to the Department a plan and/or report describing the equipment, facilities, and ongoing Services the Company intends to or does make available to persons with disabilities. This response shall be updated and submitted to the Department annually. Such information regarding the facilities, equipment, and ongoing Services for persons with disabilities shall be updated and the Company shall

promptly notify the Department of any substantive deletions or additions to such information.

- 2.2 The Company shall provide for rental or purchase within forty-five (45) days of a Subscriber request equipment that facilitates the reception of all Services by hearing-impaired Subscribers.
- 2.3 The Company shall comply with all Federal, State and local laws, rules and regulations with respect to providing accommodations to persons with disabilities.

**3. EMPLOYEE IDENTIFICATION**

- 3.1 Each Company employee or contractor who comes into contact with Subscribers at Subscriber premises shall wear and prominently display a picture identification card that clearly indicates his or her name and employment or subcontractor status with the Company or contractor and shall, upon request, show the identification card.
- 3.2 A Company shall clearly identify all of its vehicles as being associated with the Company. A Company shall require its contractors to clearly label all of its vehicles with the name of the Company.
- 3.3 In connection with a transaction between a Company and a Subscriber that

involves a visit to a Subscriber's address, a Company shall provide the Subscriber a written receipt describing the transaction and the date and time.

- 3.4 If a Company makes a change in staffing, equipment, or resources (for example, a decrease in its service workforce) that materially affects its ability to fulfill the requirements of this Section 3, a Company shall promptly provide a written report to the Department explaining the justification for the change.
- 3.5 The Customer Service Representative(s) shall provide the Subscriber with his/her own true name, or his/her Company issued Customer Representative Service number and a direct toll free phone number to call either the Representative or that person's supervisor.

#### **4. INSTALLATIONS**

- 4.1.01 "Standard" installations are those that are located up to 150 feet from the existing distribution system.
- 4.1.02 All installations will include appropriate grounding, television set adjustments to receive Service, and giving the Subscriber instruction and literature sufficient to instruct the Subscriber how to use the Services, products and services offered, prices and options for programming services and subscription conditions, channel



positions, billing and complaint procedures and procedures for complaint resolutions by the Department. Where appropriate the literature shall be written in Spanish.

- 4.2 All Standard Installations (subject to the Company's Service Obligations), except where new building construction is required, must be completed within seven (7) business days after the order has been placed, if the Company has obtained the necessary easements or other consents to complete the installations, the person requesting the installation has not caused the delay, and all applicable fees and charges have been timely paid.
  - 4.2.01 A Company shall complete standard installations during a single appointment to the Subscriber's address. If a subsequent appointment is needed to complete a nonstandard installation, a Company shall inform the Subscriber and shall schedule the appointment for the earliest mutually available time period, not to exceed 3 business days.
- 4.3 If the Company cannot perform standard installation within seven (7) calendar days of a Subscriber's request (provided that the schedule or preferences of the person requesting installation is not responsible for the delay), the Subscriber is entitled to receive an automatic \$25.00 credit. If the Company fails to provide the credit within 20 days of the installation request, the credit provided shall increase

by \$2.00 a day until it is provided. The City may direct the Company to issue the credit.

**5. SERVICE STANDARDS**

5.1 Under Normal Operating Conditions, requests for service, repair, and maintenance must be acknowledged by a trained customer service representative within twenty-four (24) hours, or before the end of Business Hours, whichever is earlier.

5.2 The Company will respond to all other inquiries (including billing inquiries) within five (5) Business Days of the inquiry.

5.3.01 Under Normal Operating Conditions, repairs and maintenance for outages or Service Interruptions must be completed within twenty-four (24) hours after the outage or interruption becomes known to the Company.

5.3.02 Under Normal Operating Conditions, work to correct all other service problems must be begun by the next business day after notification of the service problem, and must be completed within five (5) Business Days from the date of the initial request.

- 5.3.03 When Normal Operating Conditions do not exist, the Company will complete work in the shortest time possible.
- 5.4 The Company will not cancel a service or installation appointment with a Subscriber after the close of business on the business day preceding the scheduled appointment.
- 5.5 Except as a Franchise Agreement otherwise provides, service must be extended upon request to any person in a Company's Franchise Area within seven (7) days of the request.
- 5.6 Requests for additional outlets, service upgrades, or other connections separate from the initial installation will be performed within seven (7) business days after an order has been placed.
- 5.7 Under Normal Operating Conditions, the service Standards set out in Sections 5 and 6 will be met at least ninety percent (90%) of the time, measured quarterly. The phrase "of the time" refers to the number of service requests received by the Company, so that if, for example, the Company receives 100 service requests, at least 90 of those requests must be scheduled and/or completed within the time limits specified.

**6. SERVICE INTERRUPTIONS AND OTHER SERVICE PROBLEMS**

- 6.1 The Company shall provide efficient Service, make repairs promptly, and interrupt Service only if unavoidably necessary and for the shortest period possible. Interruptions, if possible, shall be preceded by reasonable notice to each affected person and shall occur during periods of minimum System use.
- 6.2 The Company shall promptly notify the Consumer Services Division of any significant System Outage or of any Service Interruptions lasting at least four (4) continuous hours to at least ten percent (10%) of the Subscribers in any Franchise area served by the Company.
- 6.3 The Company shall exercise its best efforts to minimize Service Interruptions to maintain, repair, or construct the System. The Company will provide forty-eight (48) hours prior notice to Subscribers and the City before interrupting service for planned maintenance, provided, however, that planned maintenance that does not require more than two (2) hours interruption of service and that occurs between the hours of 1:00 a.m. and 5:00 a.m. will not require notice to Subscribers, and notice must be provided to the City no less than twenty-four (24) hours prior to the planned Service interruption.

- 6.4 Technicians employed by the Company who are capable of performing Service-related emergency repairs and maintenance must be locally available twenty-four (24) hours a day, every day, including weekends and holidays.
- 6.5.01 The Company shall provide an automatic credit to all affected Subscribers when there is an Outage for four (4) consecutive hours or more affecting at least 100 Subscribers, regardless of the Outage cause. The credit for such an Outage shall equal, at a minimum, the value of one-thirtieth (1/30) of each Subscriber's total monthly bill (including all charges for any service affected by the Outage including premium channels, internet service and telephone service) for the first twenty-four (24) consecutive hours and prorated for each additional 4-hour period or portion thereof that the Outage continues.
- 6.5.02 The Company shall provide a quarterly summary of Service Calls received by category to the Department Customer Service Section. If the Company holds more than one Franchise within Los Angeles, the report shall be compiled by Franchise Area. The Department shall specify the report format to be used.
- 6.5.03 Except in emergencies or for interruptions of five (5) minutes or less, a cable operator shall only interrupt system service after 7:00 a.m. and before 12:00 Midnight, on a weekend night, or a night preceding a legal holiday, after gaining Department approval and notifying Subscribers. A Company shall notify the Consumer Services Division of the scheduled service interruption at least seventy-

two (72) hours in advance, which period shall include at least one business day.

A Company shall notify Subscribers of the interruption at least forty-eight (48) hours in advance, unless the Department authorizes a shorter period.

6.5.04 A Company may interrupt service after 12:00 Midnight and before 7:00 a.m. for greater than five (5) minutes to conduct routine tests, maintenance, construction, repair, and other purposes with prior notification to ITA and affected Subscribers. The Company shall notify Subscribers at least forty-eight (48) hours before a scheduled service interruption, unless the Department authorizes a shorter period.

6.5.05 A Company may notify Subscribers of a scheduled service outage through various means calculated to effectively reach the Subscriber including electronic messages and advertisement spots on the system (for example, scrolling messages).

6.5.06 A Company shall maintain a written log of all service interruptions, which shall be available for inspection and copying by the Department.

## **7. SERVICE APPOINTMENTS**

7.1 Upon a request for a cable-related service requiring access to the Subscriber's premises, a Company shall either offer a specific time or "appointment window" time block of not more than four (4) hours for the selection. The appointment

window may be longer only if the Subscriber consents. A Company may schedule appointments outside of normal business hours for the express convenience of the Subscriber.

- 7.2 If the Company does not arrive for appointments for installations or Service Calls within a designated 4-hour time frame agreed to by the Subscriber, the Subscriber shall receive an automatic \$25.00 credit and the Service installation shall be free of charge. If the Company fails to provide such credit within 20 days of the missed appointment, the credit provided shall increase by \$2.00 a day until it is provided. The City may direct the Company to issue the credit.
- 7.3 Under Normal Operating Conditions the Company may not cancel an appointment with a Subscriber after the close of business on the Business Day prior to the scheduled appointment
- 7.4 If the Company representative cannot keep the scheduled appointment, the Company will document a diligent effort to contact the Subscriber directly. If, however, the Subscriber is unavailable when the contact attempt is made, the Company will attempt a second documented contact during the previously agreed upon appointment window. The appointment will be rescheduled at a time convenient to the Subscriber. Contacting the Subscriber will not excuse a missed appointment nor exempt the Company from providing the automatic credit.

7.5.01 Within a reasonable time prior to an appointment period, the Company shall call the Subscriber to confirm the appointment. If the Subscriber does not answer the telephone call and the Subscriber has an answering system, the Company shall leave a message.

7.5.02 If the Subscriber is unavailable during the scheduled appointment time or window, the Company shall leave written notice, such as a door tag , with the identity of the person leaving the notice, the appointment time, the time that the Company determined the Subscriber was not present at the address, and telephone number(s) to contact the dispatcher to reschedule the appointment.

## **8. NOTICES & CUSTOMER COMMUNICATIONS**

8.1 A Company shall provide written information in a complete and comprehensible manner to all Subscribers at least annually, during Service installation, and upon request, in each of the following areas:

- (a) A listing and description of the cable services provided by the Company;
- (b) A list of channel locations for all cable services;
- (c) A listing of all rates, terms, and conditions for each cable service and service tier, each type of equipment, and all other charges, including



without limitation, charges for installation, connection of additional outlets, equipment deposits, reconnecting service, VCR, DVD and DVR connections, relocating cable outlets, and returned checks;

(d) The location(s), hours of operation, and telephone number(s) for each customer service center and call center;

(e) The location(s) and hours of operation of each payment center;

(f) The telephone number(s) of a Company's customer service department, accompanied by a brief description of the services and information that may be obtained by dialing each number;

(g) The website address for a Company's website used for customer service purposes, accompanied by a brief description of the services and information that may be obtained by accessing the website;

(h) Notice of the availability of Subscriber terminal equipment and the procedure to obtain the equipment, including, but not limited to, wireless remote control devices, parental control devices, digital converters, and closed caption decoders;

(i) A general explanation of other communications devices that may be used

in conjunction with the system, including, but not limited to, video cassette recorders, remote control devices, cable modems, v-chip technology, closed captioning decoders, and parental control devices;

(j) Notice of the commercial availability of universal remotes and other compatible equipment clearly indicating that a list of specific brands and models, consistent with all applicable rules and regulations, shall be provided to a Subscriber upon request;

(k) Rental equipment terms, including procedures for equipment return and the Subscriber's liability for lost, stolen, or damaged equipment;

(l) A description of a Company's billing and collection procedures, including any applicable policy for late fees, returned check charges, and credit balances;

(m) The steps for resubscribing to cable service after an involuntary Service termination;

(n) The policy governing service outages and repair service, including the time periods by which repairs for reception problems and other service problems shall be made;

- (o) Billing dispute resolution procedures;
  
- (p) Any Company policy concerning customer service violation credits, including outages and reception problems;
  
- (q) Return deposit procedure;
  
- (r) The procedure and charges, if any, for service changes, including, but not limited to upgrade, downgrade, or termination of cable services;
  
- (s) All installation and maintenance policies;
  
- (t) A notice that Subscribers may pay bills in person at a Company's customer service center(s) in the City or other payment location(s);
  
- (u) A listing of special services for Subscribers with disabilities;
  
- (v) A description of a Company's procedure for the resolution of Subscriber complaints, including providing contact information (address, phone number, and website address) of the Department for unresolved complaints;
  
- (w) The policy concerning Subscriber privacy;

(x) An announcement that all Company employees and contractors who come into contact with Subscribers at the Subscriber's premises wear an identification card that includes the employee's name and photograph; and

(y) Additional information to Subscribers required by applicable law or franchise agreement.

8.2.01 The Company shall monthly provide the Consumer Services Division a schedule of all current programming Services, including pay-per-view, rates and charges. The Company may petition the Department for the right to exclude certain rates from those to be provided to the Department, except for any Basic Service rate, term, or condition. If the information provided on the last monthly schedule sent to the Consumer Services Division remains current a new schedule does not need to be sent until there is a change.

8.2.02 The Company shall notify Subscribers of any pricing changes, additional charges (excluding temporary marketing and sales discounts or offers), programming Service changes (including the scrambling or disrambling of channels except the disrambling of a channel(s) for promotional purposes). Notice must be given to Subscribers as soon as possible through announcements on the System and in writing at least thirty (30) days before such changes if the change is within the Company's control. The Company shall also notify

Subscribers thirty (30) days before any significant changes to the other information required by this Section.

8.2.03 A Company shall provide written notice to the Consumer Services Division for review and comment at least fifteen (15) days before being transmitted to Subscribers and to all Subscribers at least thirty (30) days prior to the effective date of a change in any of the following:

(a) Programming service or channels including the discontinuation of an existing service, addition of a new service, channel location, or in the number of hours a service is carried over the Company's system;

(b) Rates, charges, terms, or conditions for the receipt of service or equipment;

(c) A Consumer service center location, phone number and hours of operation;

(d) Billing practices;

(e) The policies or other information set forth pursuant to these Standards; or

- (f) Any information within the Company's control.

A Company shall also provide written notice of changes to Subscribers in billing messages, inserts, or other communications prior to the service change date.

- 8.3 Within ninety (90) days after the effective date of these Standards, the Company shall file with the Department its written procedures for receiving, acting upon, and resolving Customer complaints. The Company shall file an update of the procedure annually on or before January 31. The Department or the Board may request an update of the procedures at any time if the Company's resolution time is twenty percent (20%) or more out of compliance. The procedure shall prescribe the manner in which a Customer may submit a complaint and the time in which the Company commits to investigate and resolve such complaints.

- 8.3.01 Notices of changes in rates, programming Services, channel position, policies, instructions, equipment availability or other Subscriber information that are not within the Company's control shall be submitted to the Department for review and comment as soon as practicable, allowing the Department as much lead-time as possible prior to finalization. Department approval must be obtained before sending the notices to the Subscribers.

- 8.3.02 Rate change notices shall include all fees and describe the increase or decrease from the current rate. Specific words such as “increase” or “decrease” must be used to describe the changes, rather than vague terms, like “adjustments”.
- 8.4.01 To fully inform Subscribers of the charges they may incur, if Companies advertise rates they must include all costs and fees. Where a System covers multiple areas with different Franchise fees or other costs, channel lineups or rate structures in any written or electronic communications with Subscribers, the Company can advertise a fee range, or a “fee plus” rate that states the core rate plus the actual dollar amount of the range of possible additions based on the Subscriber's location. This provision does not apply to bills or rate-change notices.
- 8.5 Every Service termination notice shall include:
- A. The name and address of the Subscriber whose account is delinquent.
  - B. The delinquency amount.
  - C. The date by which payment is required to avoid Service termination.

- D. The telephone number of a Company representative who can provide additional information and handle complaints or initiate an investigation concerning the Service and charges in question.
  
- E. The Customer Service Center location(s) where the bill may be paid and the Company's telephone number.

**9. BILLS**

- 9.1 Bills shall be clear, concise, accurate and understandable. Bills must be fully itemized, including, but not limited to, charges for each programming Service to which the Subscriber subscribes and equipment charges. When a Company chooses to itemize Franchise fees and other governmentally-imposed fees or taxes attributable to the total bill, such fees or taxes must be accurately calculated and quoted regardless of whether the rates are regulated.
  
- 9.2 The first billing Statement issued by the Company after a new installation or Service change shall be prorated and shall reflect any security deposit.
  
- 9.3 Every residential Subscriber sending payment directly to the Company shall have at least fifteen (15) days from the bill mail date to pay the listed charges unless otherwise agreed to pursuant to an apartment or office lease.



9.4 A Subscriber who in good faith disputes all or part of a bill has the option of withholding the disputed amount without threat of service termination until five (5) days after the dispute is resolved provided that:

(a) The Subscriber pays all undisputed charges;

(b) The Subscriber provides timely notification of the dispute to the Company;  
and

(c) The Subscriber cooperates in determining the appropriateness of the charge(s) in dispute.

9.5.01 A Company shall forward to the Department, monthly, a sample bill for the appropriate billing period. Said bill shall be marked "City Sample Bill". If there are no changes from the prior month's exemplar bill then the Company need not submit a new exemplar bill until there are changes.

9.5.02 The bill shall show, at a minimum, the charges for each programming Service tier offered by the Company, at least one Premium Service, and, for Companies that itemize Franchise fees or other fees on their bills, the amount of Franchise fees or other fees. The bill shall include charges for prior months only if the charges are credited on the bill prior to the listing of new charges.

9.6 The Company shall not charge more than four dollars and seventy-five cents (\$4.75) for late payment.

**10. ACCESS TO SERVICE/SERVICE TERMINATION OR DENIAL**

10.1 The Company shall not terminate residential Service for nonpayment of a delinquent account unless the Company provides a written notice of the delinquency and impending termination at least fifteen (15) days before the proposed termination. The notice shall be mailed to the Subscriber to whom the Service is billed. This notice shall not be mailed until the twenty-eight (28<sup>th</sup>) day after the bill was mailed to the Subscriber. This section does not apply to Subscribers disconnected due to Non-Sufficient Funds ("NSF") checks. The delinquency notice and impending termination may be part of a subsequent billing Statement if the notice is clear and conspicuous.

10.2 The Company shall only terminate Service on days when the Subscriber can reach a Company representative either in person or by telephone with authority to resolve disputes and to prevent service terminations. Service terminated without good cause must be restored promptly without charge. Good cause includes, but is not limited to, failure to pay, payment by check for which there are insufficient funds, theft of Service or abuse of equipment or System personnel.

- 10.3 The Company shall furnish and maintain Service to each person who requests Service. Nothing in these Standards shall limit the Company's right to deny Service to a Subscriber with a negative credit or Service history with the Company, which may include non-payment of bills or theft or damage to Company equipment, or who has threatened or assaulted Company employees during their employment. If Service is denied, the Company will give written notice to the Subscriber of the right to appeal, to the Department, the Company's decision to deny Service. The Department's decision may then be appealed to the Board and Council.

**11. SUBSCRIBER DISCONNECTION AND DOWNGRADES**

- 11.1 A Subscriber shall have the right to disconnect or downgrade service at any time. No charges for service may be made after the Subscribers requests disconnection, nor may any period of notice before voluntary termination or downgrade of cable service be required of Subscribers. There will be no charge for disconnection or downgrades.
- 11.2 A Subscriber requesting a downgrade or disconnection may request that the Company disconnect its equipment and restore the Subscriber's television equipment to its pre-installation condition. If the Company cannot restore the Subscriber's equipment to its pre-installation due to the loss, deterioration, or

misplacement of necessary equipment, the Franchisee shall be excused from the restoration.

11.3 The disconnection appointment must occur within seven (7) Business Days following the Subscriber's disconnection request. The Company, at its option, may provide the Subscriber with postage paid mailers for return of the Franchisee equipment in lieu of the pick-up. The Company shall not initiate a collection action against a Subscriber due to the failure to return equipment unless the Company has first complied with the procedures set forth in this Section.

11.4 Unless the Subscriber agreed in writing in advance of installation to allow the Company to retain ownership of the wires and equipment installed in, over, and upon Subscriber's property, upon the Subscriber's request and in the Subscriber's sole discretion, the Subscriber is entitled:

- A. To require the Company to remove all wires and other unused, cable related equipment installed by the Company as part of the installation, including all wires extended onto private property from the public right away service drops and to repair all structural damages, or
- B. To require the Company to leave all cable-related wiring in place and undisturbed. However, the Company has the right to disable the service

drops at the joinder of the public right of way (and at no other place) in order to forestall service diversion.

If the Subscriber agreed in writing to allow the Franchisee to retain ownership of wires and equipment installed in, over, and upon the Subscriber's property, the Company has the right:

1. To remove within ten (10) days and at time convenient to the Subscriber all wires and other unused, cable-related equipment installed by the Company in connection with the original installation, including without limitation all wires extending onto private property from the public right of way ("service drops") and to repair all structural damage, or
2. To leave all cable-related wiring in place and undisturbed. The Company has the right to disable the service drops at the joinder of the public right of way (and at no other place) in order to forestall service diversion, or
3. With the prior written permission of the Subscriber, the Company shall have the right to disable the wiring at points within the

Subscriber property (other than at service drops) and leave the remaining wiring in place.

**12. DEPOSITS, REFUNDS, AND CREDITS**

12.1.01 The Company may require refundable deposits where necessary to protect equipment or to ensure payment where there is reasonable evidence of a nonpayment risk, provided that the Company shall pay simple interest at a rate of one-half percent (1/2 %) per month (6% per year). Such interest shall accrue annually and be payable upon Service termination. Upon Service termination for any reason, Subscribers will be entitled to receive a refund or credit against amounts owed the Company equal to the deposits plus accumulated interest. The Board may be petitioned to modify the interest rate to reflect prevailing market rates.

12.1.02 The deposits retained by the Company shall appear and be itemized on each Subscriber bill after payment of the Deposit. Said deposit(s) shall accrue interest at a rate equal to the effective interest rate for new issues of one-year United States Treasury bills, issued during the last week of October of each year. The interest rate rounded to the nearest tenth of a percent, shall apply to Deposits held during the subsequent calendar year. Not less than annually on a calendar year basis, the Company shall post the Subscriber's monthly bill and itemize thereupon, or in a separate Statement, the interest amount accrued upon the

Subscriber Deposit(s) during that year. If, at any time, the Deposit is applied to a Subscriber's outstanding balance, the Deposit interest shall be prorated.

12.1.03 The Company may at its option, establish a supervised interest-bearing escrow account in which a Subscriber may be required to deposit the disputed portion of any charge pending final determination of the accuracy or legitimacy of that charge. The nature, location, supervision, and other procedures concerning the use of such an escrow account are subject to Board approval.

12.2.01 Refund checks will be issued promptly following resolution of the event giving rise to the refund, and by the earlier of:

- A. The Subscriber's next billing cycle; or
- B. Thirty (30) days after resolution; or
- C. The equipment supplied by the Company is returned.

12.2.02 If the Company does not mail a refund check (including applicable interest) to any Subscriber disconnecting Service with an outstanding credit within 30 days of the date Service is ended, and the Subscriber has returned all Company-owned equipment, the Subscriber is entitled to receive an automatic

\$25.00 payment, in addition to the total refund (and applicable interest) due. If the Company fails to provide the \$25.00 payment within 45 days after failure to receive the refund the payment shall be increased by \$2.00 a day until it is paid. The City may direct the Company to provide the payment as well as any outstanding refund (and applicable interest) due.

12.3 Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

### **13. RATES, FEES, AND CHARGES**

13.1 The Company shall not, except as expressly permitted by law, impose any fee or charge on a Subscriber for: (A) a Service Call at Subscriber's premises to perform any repair or maintenance work related on Company installed equipment, except for work required by a negligent or wrongful act of the Subscriber; or (B) the disconnection of any Services to a Subscriber, provided that the Company may impose appropriate charges if, during disconnection, Company equipment is not returned or the Subscriber has not paid all outstanding fees and charges due to the Company; or Company equipment is damaged, excluding normal wear and tear and the circumstances described in the next paragraph.



- 13.2 Where the actions of the Company, its agent(s) or subcontractors(s) can be reasonably demonstrated to have contributed to the theft, loss or damage of a converter or other equipment lawfully used by a Subscriber, the Subscriber's liability with respect to said converter or other equipment shall be reduced to the extent of such contributing actions.
- 13.3 All Service charges must be applied on a nondiscriminatory basis recognizing that the 1992 Cable Act allows for reasonable discounts to senior citizens and the economically disadvantaged and that the Company may conduct promotional campaigns in which rates are discounted or waived, and may offer bulk rate discounts for multiple dwelling units, hotels, motels, and similar institutions.
- 13.4 A Company shall not deny, delay or otherwise burden Service or discrimination against Subscribers or users on the basis of age, race, creed, religion, handicap, sex, disability, national origin, marital status, political affiliation, sexual orientation, income level, or place of residence.
- 13.5 A Company shall not refuse to employ, nor discriminate in its employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment, because of age, race, creed, religion, handicap, sex, disability, national origin, marital status, political affiliation, sexual orientation, income level or place of residence.

- 13.6 No less than seven (7) days prior to engaging in upgrades and new construction, the Company must provide written notice to the Consumer Services Division that construction will occur and how the Company will notify affected residents, information regarding the anticipated duration, a brief and accurate Statement of the Company's property and rights-of-way restoration obligations, and the Company's contractor's name, if any.
- 13.7 The Department may conduct periodic performance evaluations of a Company. A Company shall fully cooperate with these evaluations. If the Department implements a cable Subscriber survey in connection with a performance evaluation, the Department may require a Company to distribute the Department's questionnaire to its Subscribers at Department expense. Upon request and upon reimbursement of Department copying charges, the Company may receive copies of all responses.
- 13.8 The Company shall offer all Subscribers the option of obtaining a device by which the Subscriber can block the audio and video of a particular channel during periods selected by the Subscriber.
- 13.9 The Company shall offer Subscribers without cost a security feature, such as a security number selected by an adult representative of the household, to ensure against the ordering of unauthorized Pay-Per-View programming.

**14. PRIVACY PROTECTIONS**

14.1 The Company shall comply fully with all applicable Local, State and Federal laws concerning the protection of Subscriber privacy. The Company shall not disclose information about a Subscriber for any purpose.

14.2 The Company shall seek only that personally-identifiable information necessary to confirm a Subscriber's identity. A Company may not deny Service to a Subscriber who fails to provide a driver's license number or Social Security number. However, the Company may deny Service if a Subscriber fails to produce any verifiable personally-identifiable information after being requested to do so.

**15. ENFORCEMENT**

15.1 A breach of these Standards may lead to revocation in accordance with the procedures set forth in the ~~Franchise Agreement~~

15.2 Notice of Violation. If the Department finds that a Company may have violated these Standards it will issue a written notice of violation to the Company. The Notice shall contain:

A. A clear statement of the Standard violated;

- B. The basis for the Department's conclusion why the Standard is violated. (The Department shall not be required to set forth all of the evidence upon which it bases its conclusion that the Standard has been violated. Rather, it needs to provide sufficient detail so that the Company is made generally aware of the basis for the charges against it.);
- C. The corrective action sought by the Department;
- D. The penalties sought by the Department;
- E. A statement that if this matter is not promptly resolved that the corrective action and the penalties sought shall be imposed 90 days after the date of issuance of the Notice; and
- F. The notice may contain a provision that if the corrective action is taken by a date certain that the matter will be considered closed with no penalties or other actions sought.

15.3 Response by Company. Within thirty days of the date of issuance of the Notice of Violation, the Company shall file a written response with the Department. The written response shall consist of one of the following:

- A. A statement by the Company that without admitting the accuracy of the violations that it will undertake the corrective action sought by the Department and accepts the penalties, damages, service revocations and conditions sought by the Department, or
  
- B. If the Company challenges the notice, a response and request for appeal to the Board. The request shall contain the following:
  - 1. A clear, detailed statement why it disputes the Department's conclusion that the Standard has been violated and the facts to support the Company's position. The Company may attach written documentation to its Response.
  
  - 2. Without admitting the accuracy of the violations, a clear, detailed statement about what corrective action and penalties, damages, and service conditions the Company is willing to accept.

This response and request for appeal shall be served on the Department, with an additional copy served on the City Attorney and six additional copies served on the Board Secretary.

until 90 days after the issuance of the initial Notice of Violation by the Department.

15.8 Council Appeal. The Board's decision shall not be considered a final decision until 45 days or after the Decision

15.9 Meet and Confer. In an effort to resolve this matter informally, the Company and the Department are required to meet and confer at least two times. The Company and the Department may jointly request that the Board hearing be deferred pending discussions.

15.10 For each violation of a Cable Subscriber Service standard, penalties may be imposed as follows and shall not be charged or passed-through to Subscribers:

- A. Two hundred dollars (\$200) for each day of each material breach, not to exceed six hundred dollars (\$600) for each occurrence of material breach.
- B. If there is a subsequent material breach of the same provision within twelve (12) months, four hundred dollars (\$400) for each day of each material breach, not to exceed twelve hundred dollars (\$1200) for each occurrence of the material breach.

15.4 Reply by Department. Within fifteen days of the date of issuance of the Response by the Company the Department shall provide a written reply to the Company. The Department may attach written documentation to its Reply. The Department shall serve copies of its Reply on the City Attorney and six copies on the Board Secretary.

The Department shall schedule a hearing with the Board and provide notice to the Company consistent with the Brown Act.

15.5 Hearing Before the Board. The Board shall then set a hearing date to hear the appeal. No later than three days before the hearing date, the Department and the Company may submit additional written materials to be considered. The Department and the Company shall also indicate at that time in writing whether it will have live witnesses at the hearing and if so identify those witnesses. Live witnesses will testify under oath at the hearing.

15.6 Ex Parte Communication. Neither the Company nor the Department may have ex parte communication with the Board concerning a pending appeal.

15.7 The Board after considering the evidence submitted and the arguments shall issue a written decision containing the Board's conclusions and its reasons for those conclusions. An adverse decision against the Company is not effective

- C. If there is a third or additional material breach of the same provision within twelve (12) months of the first, one thousand dollars (\$1000) for each day of each material breach, not to exceed three thousand dollars (\$3000) for each occurrence of the material breach.

15.11 No penalty shall be assessed under this Section for a breach where the City has imposed liquidated damages under a Franchise Ordinance for the same breach

15.12 Penalties under this Section shall be imposed pursuant to procedures set forth in Cal. Govt. Code Sec. 53088, et seq.

15.13 The City may seek injunctive relief or any other judicial remedy available pursuant to state or federal law in order to enforce compliance with these Standards.

**16. RIGHTS RESERVED BY THE CITY**

16.1 The City reserves the right to establish additional, reasonable Subscriber Service Standards or to revise these Standards as is necessary, after making a finding of need and after providing notice to the Company and the opportunity to be heard from the Company.



- 16.2 The City reserves the right to regulate rates for cable Service to the fullest extent permitted by law. Notwithstanding anything in these Standards to the contrary, if the Cable Act is amended or repealed, or restrictions on the authority of the City to regulate rates are otherwise removed or decreased or the FCC or any court permits the City to regulate Standards for rates and regulate such rates to the fullest extent of its regulatory authority under Federal, State, and local laws.
- 16.3 The City reserves the right to enact and enforce Customer Service Standards for all Companies in The City of Los Angeles for the protection of the Subscribers.