

DOCKET NO. X06-UWY-CV24-6078705-S	:	
	:	SUPERIOR COURT
STATE OF CONNECTICUT	:	
	:	COMPLEX LITIGATION
VS.	:	DOCKET
	:	
	:	AT WATERBURY
CSC HOLDINGS, LLC	:	
	:	October 30, 2025

SUBSTITUTE COMPLAINT

The State hereby files this substitute complaint in accordance with Practice Book § 10-44.

I. INTRODUCTION

1. This is an action arising under the Connecticut Unfair Trade Practices Act ("CUTPA"), Chapter 735a of the General Statutes, and more particularly General Statutes § 42-110m, to obtain injunctive relief for the Defendant's violations of General Statutes § 42-110b(a), to obtain such other relief as may be necessary to address the injury to consumers resulting from the Defendant's violations of law, for disgorgement of ill-gotten gains, for an accounting and other appropriate relief pursuant to General Statutes § 42-110m(a), and for civil penalties pursuant to General Statutes § 42-110o.

II. PARTIES

2. The Plaintiff, State of Connecticut (the "State"), is represented by William Tong, Attorney General, acting at the request of Bryan Cafferelli, Commissioner of Consumer Protection of the State of Connecticut, pursuant to the authority of Chapter 735a of the General Statutes.

3. The Defendant, CSC Holdings, LLC d/b/a Altice USA (hereinafter "Altice") is a limited liability company with a principal place of business in New York.

4. Whenever reference is made in this complaint to any act or practice of Altice, such allegation shall be deemed to mean that the principals, officers, directors, employees, agents, or representatives of Altice did, or authorized, such act or practice on behalf of Altice while actively engaged in the scope of their duties.

III. JURISDICTION AND VENUE

5. Altice was, at all times relative hereto, engaged in trade or commerce in the State, to wit: marketing, promoting, advertising, offering for sale, selling, and distributing internet services to Connecticut consumers.

6. At all times relevant hereto, Altice has purposefully availed itself of this forum.

7. This Court has jurisdiction over the subject matter of this action and over Altice pursuant to Connecticut General Statutes §§ 42-110b and 42-110m.

8. Pursuant to Connecticut General Statutes § 42-110d(d), venue as to all matters between the parties lies in the Connecticut Superior Court for the Judicial District of Hartford.

IV. FACTUAL ALLEGATIONS

9. Altice is a communications company which operates in twenty-one states, including Connecticut.

10. Altice's services include internet service under the brand name Optimum. Optimum advertises and has subscribers in Fairfield County and parts of Litchfield and New Haven Counties.¹

11. Altice markets, advertises and promotes its internet service to the public by direct mail, on television, radio and the internet, amongst other media outlets. Altice also communicates with the public and subscribers to its internet service on its website, via telephone

¹ See <https://www.optimum.com/services/connecticut> (last visited October 15, 2025).

calls with customer service and sales representatives and with its subscribers on their monthly bills.

A. The Network Enhancement Fee: Defendant's "Junk Fee" Scheme

12. The term "junk fees" refers to the practice of advertising or quoting a misleading, artificially low price for a product or service and then adding additional charges, often later in the buying process. "Junk fees" lure in consumers with a low price that does not accurately reflect the actual higher price of the product or service. Historically, this practice was referred to as "bait and switch pricing." More recently it is referred to as "junk fees."²

13. In February 2019, Altice introduced a new monthly charge which it collected from all existing and new subscribers to Optimum internet service in Connecticut. Altice called the new monthly charge the "Network Enhancement Fee" (the "NEF"), but it is nothing more than a "junk fee," as demonstrated by the Altice's acts and practices alleged herein.

14. The NEF has been lucrative for Altice. From February 2019 until the present, Altice has collected well over \$39.1 million in NEF charges from Connecticut consumers, without providing any identifiable benefit in return for their payment of the NEF.

15. Even though Altice charged and collected the NEF from all subscribers, it failed to accurately advertise its rates for internet service by omitting the amount of the NEF from the advertised price for monthly internet service.

16. For new subscribers, Altice added the amount of the NEF on, over and above the advertised price, at the end of the sign-up process, for example in the new customer's "shopping cart."

² See Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2066, 2067 (Jan. 10, 2025) (describing junk fees).

17. For existing subscribers, Altice added the amount of the NEF on, over and above the monthly price for internet service on subscribers' bills, which effectively makes the NEF a rate increase by another name.

18. Altice cannot point to any specific, identifiable benefit that subscribers received in exchange for paying the NEF. This makes the NEF different from airline baggage fees, for example. A person can fly without paying a baggage fee. If they want to avoid the fee, they can carry-on. But if they pay the baggage fee, they get to check their bags. A person *cannot* receive Optimum internet service without paying the NEF. There is no "carry-on" option. And yet when subscribers pay the NEF, they don't receive anything extra in return.

19. Altice introduced the NEF for the purpose of increasing prices, while being able to advertise an artificially low price, without transparently informing consumers of the actual price of internet service. Altice insiders knew this. One internal communication acknowledges that Altice's addition of the NEF caused [REDACTED]

[REDACTED]

[REDACTED]

20. In Altice's own words in one internal document, the NEF was simply a means to [REDACTED]

21. Between February 2019 and the filing of this complaint, Altice raised the NEF from \$2.50/month to over \$6.00/month, earning over \$39.1 Million in additional revenue for Defendant.

22. The NEF is therefore ***both*** deceptive and unfair in violation of CUTPA in the following ways.

The NEF is an Unfair and Deceptive “Junk Fee” Enabling Altice to Hide the True Cost of Optimum Services.

23. Between February 2019 and the filing of this lawsuit, Altice advertised prices for Optimum internet and cable TV services to the public..

24. At all times relevant to this complaint, Altice’s advertising campaigns focused, in part, on Optimum’s affordability.

25. One example is Altice’s August 2019 new customer acquisition campaign, which featured a \$64.99 “price for life” for the Altice One + Internet product. Altice represented “Get the lifetime deal that actually lasts a lifetime. Switch to Optimum and get **Altice One + Internet for \$64.99/mo. FOR LIFE!** That means \$64.99 will always be \$64.99, not for one year or two years, but for as long as you are a customer.” (Emphasis in original).³

The image shows a screenshot of an Optimum advertisement. At the top, the Optimum logo is visible. Below it, the text "Introducing Price For Life" is displayed. A large graphic features the words "PRICE FOR LIFE" in bold, with a background image of a person playing a guitar. To the right of this graphic, the offer is detailed: "Altice One + Internet \$64.99/mo. FOR LIFE. Plus taxes, fees and charges. + Over 220 Channels + Up to 200 Mbps Internet. Wired connection. WiFi speeds may vary. Details at optimum.com/specifications". Below this, it says "Plus, this offer includes a \$100 Gift Card" and has a "Shop now" button. At the bottom of the ad, there are several icons representing benefits: "\$100 Amazon.com Gift Card included*", "No Annual Contract", "2 Million WiFi Hotspots", "Voice Activated Remote", and "4K Ultra HD". A callout box with a speech bubble points to the "FOR LIFE" text in the ad. The callout box contains the text: "Get the lifetime deal that actually lasts a lifetime. Switch to Optimum and get **Altice One + Internet for \$64.99/mo. FOR LIFE!** That means \$64.99 will always be \$64.99, not for 1 year or 2 years, but for as long as you are a customer."

³ All advertisements depicted or described herein are illustrative examples for pleading purposes. The State reserves the right to, and will, offer additional examples at trial.

26. In truth, \$64.99 was not \$64.99. It was \$64.99 *plus* the NEF.

27. This means that the actual baseline price “for life” increased over time, up to \$6.00 more per month.

28. Indeed, one consumer, who complained to Plaintiff about the NEF, reported that he signed up for Optimum with a “price for life” offer and then noticed the NEF on his bill. He reported that when he signed up, he was not informed that Altice could “make up new fees and increase the price anyways.”

29. The NEF is not an additional monthly charge or fee that consumers might expect, or choose, to pay. It is not a tax or government fee that Defendant must pass on to a regulatory body. It is not a charge for an extra product like a Wi-Fi extender or modem. It is a charge added on by Altice, at Altice’s discretion, that all consumers had to pay each month, for which they received no identifiable benefit in exchange, and about which they were not straightforwardly notified.

30. In another example, from 2020, Altice competed directly with a competitor on price. In an offer that advertised a monthly price of only \$39.99 for 400 mbps internet service, Altice stated: “LIMITED TIME OFFER! ACT NOW TO GET UP TO 400 MBPS INTERNET \$30/mo. LESS than Fios® for the same speed.”

31. A consumer reading this advertisement would reasonably believe that the monthly price for internet service at 400 mbps is the price as stated in the advertisement.

32. Because the actual price of internet service includes an additional amount, that is subject to increase over time—the so called “NEF”, this advertisement would be likely to deceive the average consumer.

33. Furthermore, because Altice did not factor in the NEF, which had increased to \$3.50/month by then, when making the price comparison, Altice was able to advertise an artificially lower price, which meant that consumers did not know the full price up front when considering their options, and thus could not accurately compare Altice's prices to those of its competitors.

34. Even if Altice had not used price as a key selling point for Optimum, as recognized by the Federal Trade Commission, price is material to consumers when they are shopping around for products or services, including internet service.⁴

35. When Altice advertised its monthly price for internet service, it concealed that it really charged more than its advertised base rates for Optimum services—between \$2.50/month more, initially, and \$6.00/month more at the NEF's peak.

36. By enticing new subscribers to sign up by advertising a monthly price that was lower than what they would actually pay for Optimum services, Altice engaged in a bait-and-switch pricing scheme (a/k/a imposed a “junk fee”), which is deceptive and unfair in violation of CUTPA.⁵

37. Given that Altice intentionally imposed the NEF as a mandatory fee over and above the advertised price for internet service, did not provide a benefit in exchange for the

⁴ Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2066, 2067 (Jan. 10, 2025) (“It is a bedrock principle of FTC law that price is material to a consumer’s decision about whether to purchase a good or service. Consumers look for prices to comparison shop and to weigh what a good or service might be worth. Most consumers also rely on price to answer critical budgeting questions”); *FTC v. Crescent Publ’g Group, Inc.*, 129 F. Supp. 2d 311, 321 (S.D.N.Y. Jan. 24, 2001) (“Information concerning prices or charges for goods or services is material, as it is likely to affect a consumer's choice of or conduct regarding a product.”) (citing *In re Thompson Medial Company, Inc.*, 104 F.T.C. 648, 816 (1984), *aff’d*, 791 F.2d 189 (D.C. Cir. 1986)).

⁵ Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2067 (Jan. 10, 2025) (“Quoting a misleading, artificially low price and then adding in mandatory fees and other charges throughout the buying process—a practice known today as drip pricing—is a quintessential example of bait-and-switch pricing and is a practice that falls squarely within the scope of the [FTC’s] long history of work to protect consumers.”).

payment of the NEF, acknowledged that it was simply a means to [REDACTED] and did not include the NEF in the advertised monthly prices, Altice acted willfully in that it knew or should have known that it was charging an unfair and deceptive “junk fee” in violation of CUTPA.

Altice’s Representations About the NEF to Subscribers are Deceptive and Unfair

38. Altice also deceived the public, particularly existing subscribers, in the various ways it described the NEF, leaving consumers reasonably interpreting these messages to think that they would get an identifiable benefit for being charged the NEF.

39. Altice deceived existing subscribers about the NEF by making false and misleading representations about its nature and purpose when it was introduced on existing subscribers’ bills.

40. In a January 2019 bill, Altice introduced the NEF to existing subscribers as follows:

You’re incredibly important to us and the reason we work hard to deliver a first-class customer experience. We continue to invest in our network and new technologies, such as delivering faster broadband speeds and Altice One, our all-in-one entertainment experience. Effective with your February bill, adjustments will be made to certain rates listed below, including the introduction of a Network Enhancement Fee of \$2.50 per month, that will enable us to continue to invest in our network and infrastructure to deliver the best technology and services possible.

Thus, Altice described the NEF as something that would confer a benefit, including, for example, faster broadband speeds.

41. A subscriber receiving this notice on the bill would reasonably interpret it to mean what it says, that the fee would “enhance” their service, and that the NEF, as opposed to any of the

other amounts charged by Altice, would “enable” Altice to continue to invest in its network and deliver “faster broadband” and the best technology and services possible to that subscriber.

42. Altice’s notice to subscribers on the bill explaining the NEF is material to consumers as it purports to justify a charge on the bill.

43. Altice’s explanation of why the NEF was being imposed is likely to deceive consumers because subscribers did not receive “enhanced” service or “faster broadband” in exchange for paying the NEF.

44. The charge was mandatory—it was charged to all existing subscribers, regardless of their level of service—and subscribers did not receive anything over and above the service they had received previously in exchange for paying the fee.

45. The NEF was also deceptive, unfair, and misleading in that its name, the Network Enhancement *Fee* made it sound like a mandatory government-imposed fee when it was not.⁶ Under the common usage of the word “fee” a consumer interpreting the name of the NEF reasonably under the circumstances would believe the NEF to be a government fee, or a charge in exchange for a service.⁷

46. As described above, however, the NEF was not passed through to a regulatory body, nor was a service offered in exchange for payment. It was charged by Altice, at Altice’s discretion, and collected by Altice to [REDACTED]

⁶ Trade Regulation Rule on Unfair or Deceptive Fees, 88 Fed. Reg. 77420, 77427 (Nov. 9, 2023)(“ The Consumer Federation of America cited a review of internet bills by Consumer Reports that showed providers using terminology such as ‘*network enhancement fee*,’ ‘internet infrastructure fee,’ ‘deregulated administration fee,’ and ‘technology service fee,’ that made fees look like government-imposed, mandatory fees.”)(Emphasis added).

⁷ E.g., , baggage fees, modem rental fee, etc.

47. Subscribers did not receive anything extra in exchange for the NEF. Subscribers were like airline passengers who paid the baggage fee, but did not get to check their bags.

48. Altice's conduct was willful in that it knew or should have known that the conduct described above would have left reasonable consumers with the net impression that the NEF conveyed a specific benefit for paying it, over and above what they were already paying for, or that it was a government-imposed fee, which is deceptive and unfair under CUTPA.

B. Altice's Spanish Language Advertisements with Material and Required Terms and Conditions in English are Deceptive and Unfair

49. From at least February 2018 until July 2023, Altice engaged in targeted direct mail marketing directed to Connecticut's Spanish-speaking population, which it referred to internally as the "Hispanic" marketing campaign (the "Hispanic Marketing Campaign").

50. Over the course of five years, Altice intentionally disseminated Spanish language mailers to Spanish-speaking households (the "Spanish-Language Mailers").

51. The Spanish-Language Mailers contained sales pitches touting the low monthly cost of Optimum internet service, describing bonuses available to new subscribers, and showcasing other desirable attributes of the Optimum product. Although the precise contents of the mailers varied over time, the principal details of the ads—the offer and the selling points (i.e. positive information that might induce a consumer to subscribe)—were printed in the Spanish language.

52. In the example below, Altice describes this offer as being the best internet deal ("la mejor oferta de internet"), followed by the price of the product; the "super fast" speed ("300

megas,” “internet superrápido”), and Altice explains how to sign up, all in Spanish.

Optimum Direct Mail (Hispanic)

JAN Week 1 (1/06/20) - Also versioned for all offers

The image displays two versions of an Optimum Direct Mail advertisement. The left version is in Spanish, titled "LA MEJOR OFERTA DE INTERNET". It features a man working on a laptop and lists benefits such as "CONÉCTATE A TODOS LOS DISPOSITIVOS", "UN SERVICIO CONFIABLE", and "¡RÁPIDO AÚN CON LAS ACTIVIDADES QUE REQUIEREN MÁS CONSUMO DE RED!". It also mentions a limited-time offer for \$39.99 per month for internet service.

The right version is in English, titled "LA MEJOR OFERTA DE INTERNET". It features a man working on a laptop and lists benefits such as "Connect to all your devices", "A reliable service", and "Even faster with activities that require more bandwidth". It also mentions a limited-time offer for \$39.99 per month for internet service. A red box highlights the English text in the right version, which is pointed to by a red arrow.

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53. However, material and required information that modifies the offer’s key attributes is printed only in the English language in the red box above.⁸ Information printed only in English includes, for example, the fact that \$39.99 is actually \$39.99 *plus* the so-called NEF, that equipment charges will be added onto the bill, and information about factors that could lower the “super-fast” speed that Altice advertises. Thus, the offer and the selling points are in Spanish but all modifying terms, conditions, contingencies, and limitations, that materially impact said offer, including the cost of the offered service, which are, required and material disclosures, are only in English, not Spanish.⁹

⁸ The box and arrow are added for emphasis.

⁹ See Regs. of Conn. State Agencies § 42-110b-22 (material conditions, contingencies or limitations on an offer must be conspicuously stated).

54. Specifically, the following information was provided only in English:

Offer for new residential customers. Former Optimum accts. prev. not in good standing or have disconnected svcs within past 30 days not eligible. Must maintain both svcs at req'd level for promo period to maintain promo pricing. Not transferrable & may not be combined with other offers. Other terms & conditions apply. Offer not available in all areas. Restrictions apply. EQUIP. TAXES & FEES: Install fee, taxes, gov't fees, other Optimum fees & surcharges apply. INTERNET ONLY \$39.99 OFFER: As of 13th mo., svcs will be billed at reg. rate and is subject to change. A \$10 monthly modem fee applies. ALTICE ONE (A1) TV & INTERNET \$64.99 OFFER: As of 25th mo., svcs will be billed at reg. rate and is subject to change. A \$10.47 Regional Sports Network Fee, \$9.99 TV Broadcast Fee, \$3.50 Network Enhancement Fee, and a \$20/month A1 Pak fee apply. A1 Mini boxes avail for add'l \$10/mo. PHONE: Optional at add'l \$5/month. All fees, surcharges & taxes will be added to bill & are subject to change. INTERNET ONLY has speeds of up to 300 Mbps download/ up to 35 Mbps upload. A1 CORE TV & INTERNET has up to 200 Mbps download/up to 35 Mbps upload. Advertised speed for wired connection. Many factors affect speed. Actual speeds may vary & are not guaranteed. See optimum.com/speedfactors. A1 Minis may be needed for whole home WiFi in every room. WiFi performance claim based on comparison of throughput & attenuation of A1 & Legacy routers in internal lab testing. Wireless speed, performance & availability subj to factors beyond Optimum's control. Optimum WiFi hotspots access in select areas at no add'l charge to Internet customers. Min system req's & equip configs apply. Unlimited data subject to reasonable network mgmt practices employed to minimize congestion or service degradation. A1 req's all TVs have an HDMI input. # of TV ch's, HD ch's & features depend on pkg type & location. Some On Demand titles available at add'l charge. Not all content delivered through A1 is in 4K Ultra HD. Interactive svcs, features & certain digital channels req. an A1 box. All svcs & channels may not be available in all areas. PHONE: Is a cable-modem service. Unlimited calling to U.S., Canada, P.R. & U.S. VI. Wiring fees may apply. W/o battery backup, if you lose power, if service is disconnected or if broadband svcs are disrupted/ disconnected, E-911 service will disconnect & not function or operate. If moving, new addr must be provided before E-911 can function properly. CONTRACT BUYOUT: Must provide copy of bill from competing provider, in same name/same address, showing early termination fee (ETF) amount and that you were an active cust w/ competitor at time of sale without past due balance. Bill may be submitted by email to proofconfirmation@alticeusa.com or by mail to Altice USA, Attn: Sales Support, 200 Jericho Quadrangle, 2nd Floor, Jericho, NY 11753. Once all documents are received, you will receive a bill, credit covering ETF amt up to max of \$100 for Internet only custs (\$500 for TV & Internet custs) within 6-8 weeks, provided account is maintained in good standing. 30-day money-back guarantee is only for the monthly fee. Optimum must be contacted within the first 30 days of service to receive full refund. AMAZON.COM GIFT CARD OFFER: only available to custs who participate in Altice One + Internet. Offer is not available to individuals who have previously participated in an Optimum Amazon.com Gift Card promotion within past 12 months. Amazon.com Gift Card will be mailed to custs who maintain promotion & remain in good standing with no past due or returned payments throughout 1st 90 days after acct activation. Allow 4-6 weeks for delivery. Limit 1 per customer. Other terms & conditions apply. All rights reserved. Amazon.com is not a sponsor of this promotion. Except as required by law, Amazon.com Gift Cards cannot be transferred for value or redeemed for cash. Amazon.com Gift Cards may be used only for purchases of eligible goods at Amazon.com or certain affiliated websites. Restrictions apply, see www.amazon.com/gc-legal. Pricing, offers & terms are subject to change & discontinuance w/o notice. *ALTICE MOBILE: Monthly per line charge for unlimited domestic talk, text & data. Reflects \$5 AutoPay discount. Up to max 5 lines. Other monthly charges apply per line & may include activation fee, roaming charges, taxes & fees. Price For Life (PFL) applies to base price per line of service. All fees, surcharges & taxes subject to change. Failure to maintain Altice Mobile or Optimum acct in good standing, disconnection or termination of Optimum service, or changes to level of Altice Mobile service will result in loss of PFL pricing, after which then current regular rates will apply. PFL pricing applies to life of current account holder and is non-transferrable. Credit approval may be required. Limited-time offer subject to change or discontinuance at any time. Offer not available everywhere or for all phones/networks. May not be combined with any other Altice Mobile offers. Other terms and conditions apply. See Alticemobile.com for offer, performance & network management details. Pricing, offers & terms are not transferable & are subj to change & discontinuance w/o notice. For system req's, limitations, details, restrictions, terms & conditions, see optimum.com. Svc availability, equip needed & pricing may vary. All trademarks & service marks are property of their respective owners. Optimum, the Optimum family of marks & Optimum logos are trademarks of CSC Holdings, LLC, a subsidiary of Altice USA, Inc. © 2020 CSC Holdings, LLC.

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55. Below is another example, from December 2020, that lists key selling points (e.g. no annual contract, a \$55/month price “para siempre” (i.e. for life), a 30 day money back guarantee, free installation) in Spanish, but, again, material limitations to the advertised terms—including that it isn’t really \$55 for life because of the NEF—are in English only on the other side of the mailer.

optimum.

Dale a tu familia la conexión que se merece.

Esta temporada de fiestas obtén Internet de 1 Giga a un gran precio para ayudarte a estar más conectado con tus seres queridos.

Oferta

SIN CONTRATO ANUAL

Llama hoy al 866.251.9178.

optimum. Aprovecha antes del 21 de diciembre de 2020

Internet de fibra de 1 Giga

~~-\$65/mes~~

\$55/mes

PARA SIEMPRE

Con pago automático y facturación electrónica más tarifas, impuestos, y cargos

+ \$10 de descuento mensual, PARA SIEMPRE

+ Internet de 1 Giga¹

+ La red de fibra más rápida

+ Smart WiFi con cobertura inteligente

¹Conexión por cable de hasta 940 megas. Las velocidades de WiFi podrían variar.

La misma velocidad que Fios[®] por \$25 menos al mes

¡Esta es una oferta especial de Internet de 1 Giga exclusiva para ti!

Llama al 866.251.9178 o visita optimum.com/fiber antes del 21 de diciembre de 2020.

Más detalles al respaldo.

Sin contrato anual

Instalación gratis si ordenas en optimum.com

Garantía de satisfacción de 30 días
11.5A-FIB1 F000036

56. Terms, conditions, contingences, and limitations printed in English on the other side of the ad depicted above include, for example: that the 1 Gig offer is not available in all areas, that the offer is for new residential customers only, that the \$55 price for life does not include the \$3.50 NEF or surcharges, “which are subject to change,” that the offer is contingent on enrolling in both paperless billing and auto-pay, both of which must be maintained to retain the advertised price, that the 30-day money back guarantee does not apply to the NEF or any other “surcharges,” and that there is an extra charge of \$10/month for a modem, to name just a few.

57. These disclosures—written in English on an ad where the offer is in Spanish—materially impact key aspects of the offer, including the cost of internet service. Cost, again, is material to a consumer’s decision whether to purchase a product. Here, Spanish speakers were deprived of required, material disclosures implicating, *inter alia*, the cost of internet service.

58. Spanish speaking consumers, who were the targets of Altice's direct mail campaign, would reasonably understand the Spanish language portions of this ad, including the monthly cost of internet service, but wouldn't be informed of the required, material limitations and disclaimers about the true cost of the offered service, amongst other things, which were only provided in English.

59. Altice acted willfully in that its Spanish language *TV ads* were entirely in Spanish, demonstrating that Altice *knew* how to present all information in Spanish and deliberately chose not to for these mailers.

60. Altice also acted willfully in that Altice knew or should have known that the Spanish-speaking audience to whom the mailers were purposefully directed would not be adequately apprised of terms, conditions, contingencies, and limitations, which are required disclosures, that were not in their native language.

61. Altice further acted willfully in that Altice knew or should known that it was unfair and deceptive to advertise its internet service in Spanish and direct the advertisements to consumers that Altice believed to be Spanish speaking, but to present the material, required terms and conditions of the offer for internet service in English, in violation of CUTPA.

62. Altice sent Connecticut consumers *at a minimum* 2.7 million Spanish-Language Mailers over the course of five years with terms, conditions, and limitations, which are required disclosures, displayed only in the English language.

V. CAUSES OF ACTION

COUNT ONE: Deceptive Trade Practices Relative to the NEF

63. The allegations contained in paragraphs 1-48 are incorporated by reference as if fully set forth herein.

64. In connection with the advertising, marketing, offering for sale or sale of its Optimum services, Altice willfully misrepresented, directly or indirectly, expressly or by implication:

- a. the true cost of Optimum internet service by not including the NEF in the price for that service; and
- b. the nature of the NEF by representing that it conveyed a specific benefit on subscribers who paid it when it did not, and/or that it was a government-imposed fee.

65. Altice's willful misrepresentations, as described herein, were likely to mislead consumers acting reasonably under the circumstances in that they were led to believe that Altice charged less for Optimum services than Altice actually charged.

66. Altice's misrepresentations, as described herein, were likely to mislead consumers acting reasonably under the circumstances in that they were led to believe that the NEF conveyed a specific additional benefit on those who paid it and/or that it was a government-imposed fee.

67. Altice's advertisements focused heavily on price as a material term of its offers, and price is also a material term of all offers for goods and services, including for subscriptions to internet service.

68. Whether a consumer gets a specific benefit in exchange for a line item on their bills is material to whether consumers are willing to pay for the line item.

69. Whether a company is truthful and forthcoming to its customers about the price of their services is material to whether consumers utilize the company's services.

70. Altice, therefore, engaged in deceptive acts or practices in violation of CUTPA, Conn. Gen. Stat. § 42-110b(a).

71. Altice's conduct was willful in that Altice knew or should have known that the acts or practices set forth above were deceptive in violation of CUTPA.

COUNT TWO: Deceptive Trade Practices Relative to Altice's Hispanic Marketing Campaign

72. The allegations contained in paragraphs 1-10 and 49-62 are incorporated by reference as if fully set forth herein.

73. Altice's printing of all material terms, conditions, contingencies, and limitations to offers for Optimum services in the Spanish-Language Mailers in English constituted the omission of such terms, conditions and limitations from said offers because the ads were targeted to Spanish-speaking, not English-speaking, households.

74. In doing so, Altice willfully misled Connecticut's Spanish-speaking consumers regarding the terms, conditions, contingencies, and limitations to Altice's offers for Optimum services.

75. The Spanish-speaking consumers to whom Altice targeted the Spanish-Language Mailers could not reasonably be expected to understand terms, conditions, contingencies, and limitations printed in the English language.

76. The information printed in the English language in the Spanish-Language Mailers included, *inter alia*, potential limitations to the internet speeds advertised, to eligibility for the offer, requirements for retaining the advertised price, and disclosures that increased the advertised price of Optimum services, all of which are material.

77. Altice, therefore, engaged in deceptive acts or practices in violation of CUTPA, Conn. Gen. Stat. § 42-110b(a), in relation to its Hispanic Marketing Campaign.

78. Altice’s conduct was willful in that it knew or should have known that by printing terms, conditions, contingencies, and limitations to offers in English for a Spanish-speaking audience, said terms, conditions, contingencies, and limitations were, in effect, omitted from the offer, and that such acts or practices were deceptive in violation of CUTPA.

COUNT THREE: Unfair Trade Practices Relative to the NEF

79. The allegations contained in paragraphs 1-48 are incorporated by reference as if fully set forth herein.

80. It is against public policy in Connecticut to not inform consumers what the full price of goods and services are.

81. By engaging in the aforesaid acts and practices, Altice has violated public policies against deceptive billing practices, false advertising and misrepresentations, and against violations of the covenant of good faith and fair dealing, including the following:

- a. The Federal Trade Commission’s longstanding guidance on “junk fees,” f/k/a “bait and switch” pricing;¹⁰
- b. The public policies embodied in the Federal Communication Commission’s requirement that internet service providers create broadband consumer labels;

¹⁰ *E.g., Trade Regulation Rule on Unfair or Deceptive Fees*, 90 Fed. Reg. 2066, 2067 (Jan. 10, 2025) (“It is a bedrock principle of FTC law that price is material to a consumer’s decision about whether to purchase a good or service. Consumers look for prices to comparison shop and to weigh what a good or service might be worth. Most consumers also rely on price to answer critical budgeting questions Quoting a misleading, artificially low price and then adding in mandatory fees and other charges throughout the buying process—a practice known today as drip pricing—is a quintessential example of bait-and-switch pricing and is a practice that falls squarely within the scope of the [FTC’s] long history of work to protect consumers.”); *Regulating Drip Pricing*, 31 *Stanford Law & Policy Rev.* 51 (2020)(describing drip pricing, the FTC’s concerns about this practice, urging enhanced regulatory action, and quoting FTC Chairman Jon Leibowitz’s statement that “so-called ‘drip pricing’ charges, sometimes portrayed as ‘convenience’ or ‘service’ fees, are anything but convenient, and businesses that hide them are doing a huge disservice to American consumers.”).

- c. A February 7, 2024 letter and comment signed by Attorney General Tong and 18 other states and territories in support the FTC’s proposed rule regarding unfair and deceptive fees,¹¹ which also outlines individual states’ efforts to address hidden or “junk fees”, and are further expressions of public policy; and,
- d. Other statutes and regulations that require the full base price of a product (that is, the mandatory, non-optional price) to be disclosed to consumers in advertisements, and before the point of sale, and statutes and regulations that require material limitations to the services offered to be disclosed clearly and conspicuously in advertisements and before the point of sale, for example: Conn. Reg. § 42-110b-18(e) and 42-110b-22.

82. Altice’s acts and practices, as described above, are oppressive, unethical, immoral, and unscrupulous in that Altice misled consumers regarding what Altice truthfully charged for Optimum services and deprived consumers of the ability to accurately compare Altice’s prices against its competitors.

83. Altice’s acts and practices, as described herein, caused substantial injury to consumers, as well as competitors who do not charge “junk fees,” in that Altice duped consumers regarding what Altice, in its discretion, truthfully charged for internet service, impeded consumers’ efforts to engage in meaningful price estimations and/or comparison

¹¹ Available at https://portal.ct.gov/-/media/ag/press_releases/2024/202427-comment-of-19-state-ags-unfair-or-deceptive-fees-trade-regulation-rulefinal.pdf?rev=740a0711f8b24928afe79740557dba3a&hash=3C787FB77C512534654C879383B1B3F1 (last visited October 15, 2025).

shopping,¹² and created an environment where competitors had to either lower their prices too or impose their own unfair and deceptive “junk fees” to compete.

84. Altice’s acts and practices, as described herein, therefore constitute unfair acts or practices in violation of CUTPA, Conn. Gen. Stat. § 42-110b(a).

85. Altice’s conduct was willful in that, given all of the publicized enforcement and regulatory efforts described above, as well as common notions of fairness and business ethics, Altice knew or should have known that the acts or practices above were unfair in violation of CUTPA.

COUNT FOUR: Unfair Trade Practices Relative to Altice’s Hispanic Marketing Campaign

86. The allegations contained in paragraphs 1-10 and 49-62 are incorporated by reference as if fully set forth herein.

87. It is against public policy in Connecticut to advertise a product or service in a language other than English where the required disclosures and limitations on that offer are not also provided in that language, depriving consumers who speak the language other than English of the necessary and material information they need to make informed purchasing decisions.

88. By engaging in the aforesaid acts and practices, Altice has violated public policies against misleading advertising, including the public policies embodied in Regulations of Connecticut State Agencies § 42-110b-22, promulgated by the Department of Consumer Protection,¹³ which requires that material conditions, contingencies or limitations on an offer be

¹² *E.g.*, Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2066, 2079 (Jan. 10, 2025)(“Consumers confronted with partitioned pricing, on average, underestimate the total price of the good or service . . . In addition, consumers who wish to compare prices incur additional search costs to make direct comparisons of goods or services when the full price is not disclosed upfront.”).

¹³ Hereinafter, all regulations will be referred to as “DCP Regs.” or “DCP Regulations.”

conspicuously stated, and DCP Regs. § 42-110b-21, pursuant to which required disclosures or limitations on offers made in the Spanish language must be disclosed in the Spanish language.

89. Defendant's acts and practices, as described herein, are oppressive, unethical, immoral, and unscrupulous in that Altice failed to apprise the population to whom it targeted the Spanish-Language Mailers of material terms, conditions, contingencies and limitations to offers for Optimum services, with such material terms, conditions and limitations being required disclosures.

90. Altice's acts and practices, as described herein, caused substantial injury to the target audience for the Spanish Language Mailers in that such consumers were deprived of the opportunity to fully and fairly evaluate Altice's offers for internet service when reading the Spanish-Language Mailers.

91. Altice's acts and practices, as described herein, therefore constitute unfair acts or practices in violation of CUTPA, Conn. Gen. Stat. § 42-110b(a).

92. Altice's conduct was willful given that Altice knew or should have known that it was unethical, unscrupulous, and against public policy to provide the material terms, conditions, contingencies, and limitations on the offers in the Spanish-Language Mailers, including those impacting price, in English, and that the acts or practices described above were unfair in violation of CUTPA.

COUNT FIVE: *Per se* violation of DCP Regs. § 42-110b-22

93. The allegations contained in paragraphs 1-62 are incorporated by reference as if fully set forth herein.

94. By engaging in the aforesaid acts and practices, Altice has failed to conspicuously state material contingencies, conditions and/or limitations to offers for Optimum services

reasonably adjacent to offers for those services in violation of DCP Regs. § 42-110b-22 in the following manner:

- a. By advertising a headline price for Optimum services that did not include the NEF, Altice violated DCP Regs. § 42-110b-22 in that it failed to disclose reasonably adjacent to the offer that the true price it charged for Optimum services was anywhere between \$2.50 to \$6.00 *more* per month than advertised, with price being material; and
- b. By targeting Connecticut's "Hispanic" community with Spanish-Language Mailers that advertised Optimum services in Spanish but printed all modifying terms, conditions and limitations that impact said offer, including, *inter alia*, potential limitations to the internet speeds advertised, to eligibility for the offer, requirements for retaining the advertised price, and disclosures that increased the advertised price of Optimum services, in English, Altice failed to disclose reasonably adjacent to the offer, material contingencies, conditions and/or limitations thereto.

95. Altice's conduct described herein constitutes the failure to conspicuously state material contingencies, conditions and limitations to offers for Optimum services reasonably adjacent to offers for those services and is a *per se* violation of CUTPA pursuant to DCP Regs § 42-110b(c) and DCP Regs. § 42-110b-22.

COUNT SIX: *Per se* violation of DCP Regs. § 42-110b-21

96. The allegations contained in paragraphs 1-10, 49-62 and 93-95 are incorporated by reference as if fully set forth herein.

97. By engaging in the aforesaid acts and practices, Altice has willfully violated DCP Regs. § 42-110b-21, pursuant to which it is a violation of CUTPA to “disseminate any advertisement in a language other than English without including therein all required disclosures or limitations on the offer advertised in the language principally used in the advertisement.”

98. Material contingencies, conditions and/or limitations to offers are “required disclosures” pursuant to DCP Regs. § 42-110b-22.

99. Because Altice’s Spanish-Language Mailers were in Spanish and targeted to, in Altice’s own words, “Hispanic” consumers, but all material terms, conditions and limitations thereto, including, *inter alia*, potential limitations to the internet speeds advertised, to eligibility for the offer, requirements for retaining the advertised price, and disclosures that increased the advertised price of Optimum services, were printed in English, Altice’s conduct described herein constitutes a *per se* violation of CUTPA pursuant to Conn. Gen. Stat. § 42-110b(c) and DCP Regs. § 42-110b-21.

100. Altice’s conduct was willful in that it knew or should have known that that the acts or practices above were unfair or deceptive in violation of CUTPA.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff claims the following relief:

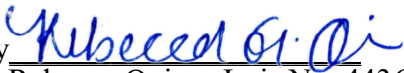
1. An order pursuant to General Statutes § 42-110m(a), enjoining Defendant from further violation of CUTPA.
2. An order pursuant to General Statutes § 42-110o(b), directing the Defendant to pay civil penalties for each willful violation of General Statutes § 42-110b(a).
3. An order pursuant to General Statutes § 42-110m(a), directing the Defendant to disgorge all revenues, profits and gains achieved in whole or in part through the unfair and/or deceptive acts or practices complained of herein.
4. An award of attorneys' fees, pursuant to General Statutes § 42-110m(a).
5. Such other and further relief as the Court deems appropriate.

The State certifies that the amount in demand is in excess of fifteen thousand dollars, exclusive of costs.

Dated: October 30, 2025

STATE OF CONNECTICUT
DEPARTMENT OF
CONSUMER PROTECTION,

WILLIAM TONG
ATTORNEY GENERAL

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REDLINE COMPARISON

DOCKET NO. X06-UWY-CV24-6078705-S :
STATE OF CONNECTICUT : SUPERIOR COURT
VS. : SUPERIOR COURT
: COMPLEX LITIGATION
: JUDICIAL DISTRICT DOCKET
: OF HARTFORD
: AT WATERBURY
CSC HOLDINGS, LLC ~~d/b/a/ ALTICE USA~~ :
: September 16, 2024 : October 30,
2025

AMENDED SUBSTITUTE COMPLAINT

The State hereby files this substitute complaint in accordance with Practice Book § 10-44.

I. INTRODUCTION

1. This is an action arising under the Connecticut Unfair Trade Practices Act ("CUTPA"), Chapter 735a of the General Statutes, and more particularly General Statutes § 42-110m, to obtain injunctive relief for the Defendant's ~~violation~~violations of General Statutes § 42-110b(a), to obtain such other relief as may be necessary to address the injury to consumers resulting from the Defendant's violations of law, for disgorgement of ill-gotten gains, for an accounting and other appropriate relief pursuant to General Statutes § 42-110m(a), and for civil penalties pursuant to General Statutes § 42-110o.

II. PARTIES

2. The Plaintiff, State of Connecticut (the "State"), is represented by William Tong, Attorney General, acting at the request of Bryan Cafferelli, Commissioner of Consumer Protection of the State of Connecticut, pursuant to the authority of Chapter 735a of the General Statutes.

3. The Defendant, CSC Holdings, LLC d/b/a/ ~~Altice USA~~ (hereinafter "Altice") is ~~an LLC~~a limited liability company with a principal place of business in New York.

~~3.4.~~ Whenever reference is made in this complaint to any act or practice of Altice, such allegation shall be deemed to mean that the principals, officers, directors, employees, agents, or representatives of Altice did, or authorized, such act or practice on behalf of Altice while actively engaged in the scope of their duties.

III. JURISDICTION AND VENUE

~~4.5.~~ Altice was, at all times relative hereto, engaged in trade or commerce in the State, to wit: marketing, promoting, advertising, offering for sale, selling, and distributing internet services to Connecticut consumers.

~~5.6.~~ At all times relevant hereto, Altice has purposefully availed itself of this forum.

~~6.7.~~ This Court has jurisdiction over the subject matter of this action and over Altice pursuant to Connecticut General Statutes §§ 42-110b and 42-110m.

~~7.8.~~ Pursuant to Connecticut General Statutes § 42-110d(d), venue as to all matters between the parties lies in the Connecticut Superior Court for the Judicial District of Hartford.

IV. ~~IV.~~—FACTUAL ALLEGATIONS

~~8.9.~~ Altice is a communications company which operates in twenty-one states, including Connecticut.

~~9.10.~~ Altice's services include internet service under the brand name Optimum, ~~to Connecticut consumers.~~ Optimum advertises and has subscribers in Fairfield, County and parts of Litchfield and New Haven counties.¹

~~11. Deceptive Advertising and Billing Practices—Altice markets, advertises and promotes its internet service to the public by direct mail, on television, radio and the internet,~~

¹ See <https://www.optimum.com/services/connecticut> (last visited October 15, 2025).

amongst other media outlets. Altice also communicates with the public and subscribers to its internet service on its website, via telephone calls with customer service and sales representatives and with its subscribers on their monthly bills.

A. The Network Enhancement Fee: Defendant’s “Junk Fee” Scheme

12. ~~Beginning on~~The term “junk fees” refers to the practice of advertising or about January 2019quoting a misleading, artificially low price for a product or service and continuing to the present daythen adding additional charges, often later in the buying process. “Junk fees” lure in consumers with a low price that does not accurately reflect the actual higher price of the product or service. Historically, this practice was referred to as “bait and switch pricing.” More recently it is referred to as “junk fees.”²

13. In February 2019, Altice ~~charged~~introduced a new monthly charge which it collected from all existing and new subscribers to Optimum internet service in Connecticut consumers a monthly fee that. Altice ~~characterizes as a~~called the new monthly charge the “Network Enhancement Fee” (the “NEF”). The NEF, which has increased over time from \$2.50 per month to \$6.00 per month, is charged in addition to a consumer’s regular monthly rate for internet service. In total, as of January 2023”), but it is nothing more than a “junk fee,” as demonstrated by the Altice’s acts and practices alleged herein.

14. The NEF has been lucrative for Altice. From February 2019 until the present, Altice has collected well over \$39.1 million in NEF charges from Connecticut consumers by charging, without providing any identifiable benefit in return for their payment of the NEF.

15. Even though Altice ~~expressly represented that it dedicates the millions of dollars charged and~~collected from the NEF to enable it to continue to invest in from all subscribers, it

² See Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2066, 2067 (Jan. 10, 2025) (describing junk fees).

~~failed to accurately advertise its network and infrastructure—rates for internet service by omitting the amount of the same reason NEF from the advertised price for monthly internet service.~~

~~11.16. For new subscribers, Altice gave, between January 2019 added the amount of the NEF on, over and the present, for increases to its internet service rates above the advertised price, at the end of the sign-up process, for example in the new customer’s “shopping cart.”~~

~~In truth and in fact For existing subscribers, Altice did not segregate added the millions amount of dollars in NEF that it collected from Connecticut consumers to invest in its network and infrastructure. Rather, it poured these millions of dollars into its general revenues.~~

~~12. ——— Thus, Altice misrepresented the nature and purpose of the NEF.~~

~~13. ——— Furthermore, Altice listed the NEF on their rate cards under the category “Equipment and Extras,” further obfuscating the nature of the NEF. The NEF was listed alongside AppleTV and something known as the CABLEcard, indicating that the NEF was an optional charge, conveying a specific benefit, with no indication that it was a fee charged to all consumers who signed up, over and above the monthly price for internet service.~~

~~14.17. Upon information and belief, when Altice periodically increased the NEF, it failed to expressly inform consumers that this fee was increasing. For example, in February 2020 Altice raised the NEF at the same time it raised internet service rates. In January 2020, Altice announced a “rate” increase due to increased “demands on our network” that raised the “costs of providing world class products and services.” This announcement would lead reasonable consumers to believe that Altice’s internet service rate, but not its fees, would increase, even though both the rate for internet service and the NEF rose on the following month’s bill. Also in February 2020, Altice applied temporary credits to customers’ subscribers’ bills, rendering the higher NEFs more likely to evade detection. Upon information and belief, the temporary credits phased out over several months which effectively makes the NEF a rate increase by another name.~~

18. The NEF is thus nothing more than a hidden “junk” Altice cannot point to any specific, identifiable benefit that subscribers received in exchange for paying the NEF. This makes the NEF different from airline baggage fees, for example. A person can fly without paying a baggage fee. If they want to avoid the fee, they can carry-on. But if they pay the baggage fee.” Altice advertised a price for, they get to check their bags. A person cannot receive Optimum internet service that did not include without paying the NEF. There is no “carry-on” option. And yet actually charged many of its Connecticut customers a higher price that did include the NEF. In this way when subscribers pay the NEF, they don’t receive anything extra in return.

19. Altice introduced the NEF for the purpose of increasing prices, while being able to advertise an artificially low price, without transparently informing consumers of the actual price of internet service. Altice insiders knew this. One internal communication acknowledges that Altice’s addition of the NEF caused [REDACTED]

[REDACTED]

[REDACTED]

20. In Altice’s own words in one internal document, the NEF was simply a means to [REDACTED]

21. Between February 2019 and the filing of this complaint, Altice raised the NEF from \$2.50/month to over \$6.00/month, earning over \$39.1 Million in additional revenue for Defendant.

22. The NEF is therefore *both* deceptive and unfair in violation of CUTPA in the following ways.

The NEF is an Unfair and Deceptive “Junk Fee” Enabling Altice to Hide the True Cost of Optimum Services.

23. Between February 2019 and the filing of this lawsuit, Altice advertised prices for Optimum internet and cable TV services to the public..

24. At all times relevant to this complaint, Altice's advertising campaigns focused, in part, on Optimum's affordability.

25. One example is Altice's August 2019 new customer acquisition campaign, which featured a \$64.99 "price for life" for the Altice One + Internet product. Altice represented "Get the lifetime deal that actually lasts a lifetime. Switch to Optimum and get **Altice One + Internet for \$64.99/mo. FOR LIFE!** That means \$64.99 will always be \$64.99, not for one year or two years, but for as long as you are a customer." (Emphasis in original).³

The image is a screenshot of an Optimum advertisement. At the top, the Optimum logo is visible with the tagline 'by altice'. Below the logo, the text 'Introducing Price For Life' is displayed. The main offer is 'Altice One + Internet \$64.99/mo. FOR LIFE'. Additional details include 'Over 220 Channels' and 'Up to 200 Mbps Internet'. A call to action 'Shop now' and a phone number 'Call 888.647.9310' are present. A speech bubble points to the offer, containing the text: 'Get the lifetime deal that actually lasts a lifetime. Switch to Optimum and get **Altice One + Internet for \$64.99/mo. FOR LIFE!** That means \$64.99 will always be \$64.99, not for 1 year or 2 years, but for as long as you are a customer.' Below the main offer, a grid of benefits is shown: '\$100 Amazon.com Gift Card included*', 'No Annual Contract', '2 Million Wifi Hotspots', 'Voice Activated Remote', and '4K Ultra HD'.

26. In truth, \$64.99 was not \$64.99. It was \$64.99 *plus* the NEF.

³ All advertisements depicted or described herein are illustrative examples for pleading purposes. The State reserves the right to, and will, offer additional examples at trial.

27. This means that the actual baseline price “for life” increased over time, up to \$6.00 more per month.

28. Indeed, one consumer, who complained to Plaintiff about the NEF, reported that he signed up for Optimum with a “price for life” offer and then noticed the NEF on his bill. He reported that when he signed up, he was not informed that Altice could “make up new fees and increase the price anyways.”

29. The NEF is not an additional monthly charge or fee that consumers might expect, or choose, to pay. It is not a tax or government fee that Defendant must pass on to a regulatory body. It is not a charge for an extra product like a Wi-Fi extender or modem. It is a charge added on by Altice, at Altice’s discretion, that all consumers had to pay each month, for which they received no identifiable benefit in exchange, and about which they were not straightforwardly notified.

30. In another example, from 2020, Altice competed directly with a competitor on price. In an offer that advertised a monthly price of only \$39.99 for 400 mbps internet service, Altice stated: “LIMITED TIME OFFER! ACT NOW TO GET UP TO 400 MBPS INTERNET \$30/mo. LESS than Fios® for the same speed.”

31. A consumer reading this advertisement would reasonably believe that the monthly price for internet service at 400 mbps is the price as stated in the advertisement.

32. Because the actual price of internet service includes an additional amount, that is subject to increase over time—the so called “NEF”, this advertisement would be likely to deceive the average consumer.

15.33. Furthermore, because Altice did not factor in the NEF, which had increased to \$3.50/month by then, when making the price comparison, Altice was able to advertise an

artificially lower price for internet service, which meant that consumers did not know the full price up front when considering their options, and thus could not accurately compare Altice's prices to those of its competitors.

34. Even if Altice had not used price as a key selling point for Optimum, as recognized by the Federal Trade Commission, price is material to consumers when they are shopping around for products or services, including internet service.⁴

35. When Altice advertised its monthly price for internet service, it concealed that it really charged more than its advertised base rates for Optimum services—between \$2.50/month more, initially, and \$6.00/month more at the NEF's peak.

36. By enticing new subscribers to sign up by advertising a monthly price that was lower than what they would actually pay for Optimum services, Altice engaged in a bait-and-switch pricing scheme (a/k/a imposed a "junk fee"), which is deceptive and unfair in violation of CUTPA.⁵

37. Given that Altice intentionally imposed the NEF as a mandatory fee over and above the advertised price for internet service, did not provide a benefit in exchange for the payment of the NEF, acknowledged that it was simply a means to [REDACTED], and did not include the NEF in the advertised

⁴ Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2066, 2067 (Jan. 10, 2025) ("It is a bedrock principle of FTC law that price is material to a consumer's decision about whether to purchase a good or service. Consumers look for prices to comparison shop and to weigh what a good or service might be worth. Most consumers also rely on price to answer critical budgeting questions . . ."); *FTC v. Crescent Publ'g Group, Inc.*, 129 F. Supp. 2d 311, 321 (S.D.N.Y. Jan. 24, 2001) ("Information concerning prices or charges for goods or services is material, as it is likely to affect a consumer's choice of or conduct regarding a product.") (citing *In re Thompson Medial Company, Inc.*, 104 F.T.C. 648, 816 (1984), *aff'd*, 791 F.2d 189 (D.C. Cir. 1986)).

⁵ Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2067 (Jan. 10, 2025) ("Quoting a misleading, artificially low price and then adding in mandatory fees and other charges throughout the buying process—a practice known today as drip pricing—is a quintessential example of bait-and-switch pricing and is a practice that falls squarely within the scope of the [FTC's] long history of work to protect consumers.").

monthly prices, Altice acted willfully in that it knew or should have known that it was charging an unfair and deceptive “junk fee” in violation of CUTPA.

Altice’s Representations About the NEF to Subscribers are Deceptive and Unfair

38. Altice also deceived the public, particularly existing subscribers, in the various ways it described the NEF, leaving consumers reasonably interpreting these messages to think that they would get an identifiable benefit for being charged the NEF.

39. Altice deceived existing subscribers about the NEF by making false and misleading representations about its nature and purpose when it was introduced on existing subscribers’ bills.

40. In a January 2019 bill, Altice introduced the NEF to existing subscribers as follows:

You’re incredibly important to us and the reason we work hard to deliver a first-class customer experience. We continue to invest in our network and new technologies, such as delivering faster broadband speeds and Altice One, our all-in-one entertainment experience. Effective with your February bill, adjustments will be made to certain rates listed below, including the introduction of a Network Enhancement Fee of \$2.50 per month, that will enable us to continue to invest in our network and infrastructure to deliver the best technology and services possible.

~~Thus, Altice b. — Deceptive Advertising~~ described the NEF as something that would confer a benefit, including, for example, faster broadband speeds.

41. A subscriber receiving this notice on the bill would reasonably interpret it to mean what it says, that the fee would “enhance” their service, and that the NEF, as opposed to any of the other amounts charged by Altice, would “enable” Altice to continue to invest in its network and deliver “faster broadband” and the best technology and services possible to that subscriber.

42. Altice’s notice to subscribers on the bill explaining the NEF is material to consumers as it purports to justify a charge on the bill.

43. Altice’s explanation of why the NEF was being imposed is likely to deceive consumers because subscribers did not receive “enhanced” service or “faster broadband” in exchange for paying the NEF.

44. The charge was mandatory—it was charged to all existing subscribers, regardless of their level of service—and subscribers did not receive anything over and above the service they had received previously in exchange for paying the fee.

45. The NEF was also deceptive, unfair, and misleading in that its name, the Network Enhancement *Fee* made it sound like a mandatory government-imposed fee when it was not.⁶ Under the common usage of the word “fee” a consumer interpreting the name of the NEF reasonably under the circumstances would believe the NEF to be a government fee, or a charge in exchange for a service.⁷

46. As described above, however, the NEF was not passed through to a regulatory body, nor was a service offered in exchange for payment. It was charged by Altice, at Altice’s discretion, and collected by Altice to [REDACTED]

47. Subscribers did not receive anything extra in exchange for the NEF. Subscribers were like airline passengers who paid the baggage fee, but did not get to check their bags.

⁶ Trade Regulation Rule on Unfair or Deceptive Fees, 88 Fed. Reg. 77420, 77427 (Nov. 9, 2023)(“ The Consumer Federation of America cited a review of internet bills by Consumer Reports that showed providers using terminology such as ‘*network enhancement fee*,’ ‘internet infrastructure fee,’ ‘deregulated administration fee,’ and ‘technology service fee,’ that made fees look like government-imposed, mandatory fees.”)(Emphasis added).

⁷ E.g., , baggage fees, modem rental fee, etc.

48. Altice’s conduct was willful in that it knew or should have known that the conduct described above would have left reasonable consumers with the net impression that the NEF conveyed a specific benefit for paying it, over and above what they were already paying for, or that it was a government-imposed fee, which is deceptive and unfair under CUTPA.

B. Altice’s Spanish Language Advertisements with Material and Required Terms and Conditions in English are Deceptive and Unfair

49. From at least February 2018 until July 2023, Altice ~~mailed at least 2.7 million~~ engaged in targeted direct mail marketing directed to Connecticut’s Spanish-speaking population, which it referred to internally as the “Hispanic” marketing campaign (the “Hispanic Marketing Campaign”).

50. Over the course of five years, Altice intentionally disseminated Spanish language mailers to Spanish-speaking households (the “Spanish-Language Mailers”).

51. The Spanish-Language Mailers contained sales pitches touting the low monthly cost of Optimum internet service, describing bonuses available to new subscribers, and showcasing other desirable attributes of the Optimum product. Although the precise contents of the mailers varied over time, the principal details of the ads—the offer and the selling points (i.e. positive information that might induce a consumer to subscribe)—were printed in the Spanish language.

52. In the example below, Altice describes this offer as being the best internet deal (“la mejor oferta de internet”), followed by the price of the product; the “super fast” speed (“300

⁸ The box and arrow are added for emphasis.

⁹ See Regs. of Conn. State Agencies § 42-110b-22 (material conditions, contingencies or limitations on an offer must be conspicuously stated).

54. Specifically, the following information was provided only in English:

Offer for new residential customers. Former Optimum accts. prev. not in good standing or have disconnected svcs within past 30 days not eligible. Must maintain both svcs at req'd level for promo period to maintain promo pricing. Not transferrable & may not be combined with other offers. Other terms & conditions apply. Offer not available in all areas. Restrictions apply. EQUIP TAXES & FEES: Install fee, taxes, gov't fees, other Optimum fees & surcharges apply. INTERNET ONLY \$39.99 OFFER: As of 13th mo., svcs will be billed at reg. rate and is subject to change. A \$10 monthly modem fee applies. ALTICE ONE (A1) TV & INTERNET \$64.99 OFFER: As of 25th mo., svcs will be billed at reg. rate and is subject to change. A \$10.47 Regional Sports Network Fee, \$9.99 TV Broadcast Fee, \$3.50 Network Enhancement Fee, and a \$20/month A1 Pak fee apply. A1 Mini boxes avail for add'l \$10/mo. PHONE: Optional at add'l \$5/month. All fees, surcharges & taxes will be added to bill & are subject to change. INTERNET ONLY has speeds of up to 300 Mbps download/ up to 35 Mbps upload. A1 CORE TV & INTERNET has up to 200 Mbps download/up to 35 Mbps upload. Advertised speed for wired connection. Many factors affect speed. Actual speeds may vary & are not guaranteed. See optimum.com/speedfactors. A1 Minis may be needed for whole home WiFi in every room. WiFi performance claim based on comparison of throughput & attenuation of A1 & Legacy routers in internal lab testing. Wireless speed, performance & availability subj to factors beyond Optimum's control. Optimum WiFi hotspots access in select areas at no add'l charge to Internet customers. Min system req's & equip configs apply. Unlimited data subject to reasonable network mgmt practices employed to minimize congestion or service degradation. A1 req's all TVs have an HDMI input. # of TV ch's, HD ch's & features depend on pkg type & location. Some On Demand titles available at add'l charge. Not all content delivered through A1 is in 4K Ultra HD. Interactive svcs, features & certain digital channels req. an A1 box. All svcs & channels may not be available in all areas. PHONE: Is a cable-modem service. Unlimited calling to U.S., Canada, P.R. & U.S. VI. Wiring fees may apply. W/o battery backup, if you lose power, if service is disconnected or if broadband svcs are disrupted/ disconnected, E-911 service will disconnect & not function or operate. If moving, new addr must be provided before E-911 can function properly. CONTRACT BUYOUT: Must provide copy of bill from competing provider, in same name/same address, showing early termination fee (ETF) amount and that you were an active cust w/ competitor at time of sale without past due balance. Bill may be submitted by email to proofconfirmation@alticeusa.com or by mail to Altice USA, Attn: Sales Support, 200 Jericho Quadrangle, 2nd Floor, Jericho, NY 11753. Once all documents are received, you will receive a bill credit covering ETF amt up to max of \$100 for Internet only custs (\$500 for TV & Internet custs) within 6-8 weeks provided account is maintained in good standing. 30-day money-back guarantee is only for the monthly fee. Optimum must be contacted within the first 30 days of service to receive full refund. AMAZON.COM GIFT CARD OFFER: only available to custs who participate in Altice One + Internet. Offer is not available to individuals who have previously participated in an Optimum Amazon.com Gift Card promotion within past 12 months. Amazon.com Gift Card will be mailed to custs who maintain promotion & remain in good standing with no past due or returned payments throughout 1st 90 days after acct activation. Allow 4-6 weeks for delivery. Limit 1 per customer. Other terms & conditions apply. All rights reserved. Amazon.com is not a sponsor of this promotion. Except as required by law, Amazon.com Gift Cards cannot be transferred for value or redeemed for cash. Amazon.com Gift Cards may be used only for purchases of eligible goods at Amazon.com or certain affiliated websites. Restrictions apply, see www.amazon.com/gc-legal. Pricing, offers & terms are subject to change & discontinuance w/o notice. *ALTICE MOBILE: Monthly per line charge for unlimited domestic talk, text & data. Reflects \$5 AutoPay discount. Up to max 5 lines. Other monthly charges apply per line & may include activation fee, roaming charges, taxes & fees. Price For Life (PFL) applies to base price per line of service. All fees, surcharges & taxes subject to change. Failure to maintain Altice Mobile or Optimum acct in good standing, disconnection or termination of Optimum service, or changes to level of Altice Mobile service will result in loss of PFL pricing, after which then current regular rates will apply. PFL pricing applies to life of current account holder and is non-transferrable. Credit approval may be required. Limited-time offer subject to change or discontinuance at any time. Offer not available everywhere or for all phones/networks. May not be combined with any other Altice Mobile offers. Other terms and conditions apply. See Alticemobile.com for offer, performance & network management details. Pricing, offers & terms are not transferable & are subj to change & discontinuance w/o notice. For system req's, limitations, details, restrictions, terms & conditions, see optimum.com. Svc availability, equip needed & pricing may vary. All trademarks & service marks are property of their respective owners. Optimum, the Optimum family of marks & Optimum logos are trademarks of CSC Holdings, LLC, a subsidiary of Altice USA, Inc. © 2020 CSC Holdings, LLC.

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55. Below is another example, from December 2020, that lists key selling points (e.g. no annual contract, a \$55/month price “para siempre” (i.e. for life), a 30 day money back guarantee, free installation) in Spanish, but, again, material limitations to the advertised terms—including that it isn’t really \$55 for life because of the NEF—are in English only on the other side of the mailer.

optimum.

Dale a tu familia la conexión que se merece.

Esta temporada de fiestas obtén Internet de 1 Giga a un gran precio para ayudarte a estar más conectado con tus seres queridos.

Oferta

SIN CONTRATO ANUAL

Llama hoy al 866.251.9178.

optimum. Aprovecha antes del 21 de diciembre de 2020

Internet de fibra de 1 Giga

~~-\$65/mes~~

\$55 /mes

PARA SIEMPRE

Con pago automático y facturación electrónica más tarifas, arrendos, y cargos

Llama al 866.251.9178 o visita optimum.com/fiber antes del 21 de diciembre de 2020.

Más detalles al respaldo.

- + \$10 de descuento mensual, PARA SIEMPRE
- + Internet de 1 Giga¹
- + La red de fibra más rápida
- + Smart WiFi con cobertura inteligente

¹Conexión por cable de hasta 940 megas. Las velocidades de WiFi podrían variar.

La misma velocidad que Fios® por \$25 menos al mes

¡Esta es una oferta especial de Internet de 1 Giga exclusiva para ti!

Sin contrato anual

Instalación gratis si ordenas en optimum.com

Garantía de satisfacción de 30 días
11.SA.FIB1.F000036

56. Terms, conditions, contingences, and limitations printed in English on the other side of the ad depicted above include, for example: that the 1 Gig offer is not available in all areas, that the offer is for new residential customers only, that the \$55 price for life does not include the \$3.50 NEF or surcharges, “which are subject to change,” that the offer is contingent on enrolling in both paperless billing and auto-pay, both of which must be maintained to retain the advertised price, that the 30-day money back guarantee does not apply to the NEF or any other “surcharges,” and that there is an extra charge of \$10/month for a modem, to name just a few.

57. These disclosures—written in English on an ad where the offer is in Spanish—materially impact key aspects of the offer, including the cost of internet service. Cost, again, is material to a consumer’s decision whether to purchase a product. Here, Spanish speakers were deprived of required, material disclosures implicating, *inter alia*, the cost of internet service.

58. Spanish speaking consumers, who were the targets of Altice's direct mail campaign, would reasonably understand the Spanish language portions of this ad, including the monthly cost of internet service, but wouldn't be informed of the required, material limitations and disclaimers about the true cost of the offered service, amongst other things, which were only provided in English.

59. Altice acted willfully in that its Spanish language TV ads were entirely in Spanish, demonstrating that Altice knew how to present all information in Spanish and deliberately chose not to for these mailers.

60. Altice also acted willfully in that Altice knew or should have known that the Spanish-speaking audience to whom the mailers were purposefully directed would not be adequately apprised of terms, conditions, contingencies, and limitations, which are required disclosures, that were not in their native language.

16-61. Altice further acted willfully in that Altice knew or should known that it was unfair and deceptive to advertise its internet service in Spanish and direct the advertisements for internet services to consumers in the that Altice believed to be Spanish Languagespeaking, but Altice did not include to present the material information, required terms and conditions of the offer for internet service in English, in Spanishviolation of CUTPA.

17. All Altice sent Connecticut consumers at a minimum 2.7 million Spanish-Language Mailers over the course of five years with terms, conditions, and limitations, and disclaimers—including that Altice charges the NEF—were printed in English, in violation of Conn. Regs. § 42-110b-21 (1975).

c. Deceptive Advertising—Internet Service Advertisements

18. ——— From at least January 1, 2017 to the present, Altice advertised its internet services by providing the various tiers of upload speeds offered, and charging rates according to the speeds offered.

19. ——— Altice's advertised speeds which are, however, achievable only if the consumer connects to the internet using a device with a wired connection, such as a computer with an ethernet cord.

20. ——— Wi Fi performance factors greatly into consumers' choices when selecting an internet service plan, in part due to increased remote work and smart phone use.⁴⁰

21. ——— In Altice's advertisements, however, information about Wi Fi performance versus "wired" performance is presented in a manner that renders customers shopping for internet service unlikely to notice it.

22. ——— In Altice's advertisements, representations about the impact of Wi Fi connections on advertised speeds were not clear and conspicuous in that:

23.62. (a) — Altice made such required disclosures in gray text on gray backgrounds in television advertisements, making them nearly impossible to read, and they appeared on the screen only for fleeting moments, displayed only in the English language.

(b) In web-based advertisements, such disclosures appear only in extremely fine print.

(c) In direct mail advertisements, Altice printed such disclosures in extremely fine print on the back of the mailer.

⁴⁰ See e.g., Pelchen, Lexie, "Internet Usage Statistics in 2024," *Forbes Home*, March 1, 2024, available at <https://www.forbes.com/home-improvement/internet/internet-statistics/>, last visited 9/6/24.

~~24. As a result, Consumers are led to believe that by selecting and paying for a certain speed of internet service, that they will receive it, when, according to Altice, these speeds may be available only for wired devices.~~

V. CAUSES OF ACTION

COUNT ONE: Deceptive Trade Practices in Violation of CUTPA Relative to the NEF

~~25.63.~~ The allegations contained in paragraphs 1-~~2548~~ are incorporated by reference as if fully set forth herein.

~~26.64.~~ In connection with the advertising, marketing, offering for sale or sale of its ~~internet service~~ Optimum services, Altice willfully misrepresented, directly or indirectly, expressly or by implication:

- a. the true cost of ~~its~~ Optimum internet service by not including the NEF in the price for that service; and
 - ~~a. the purpose~~ nature of the NEF;
 - ~~b. increases to the NEF;~~
 - ~~c. material terms and conditions of its internet service in Spanish Language~~
advertisements by representing that it conveyed a specific benefit on subscribers who paid it when it did not including material information in the Spanish Language;

b. ~~material terms, and conditions of its internet service by failing to provide information in a color and font and for/or that it was a duration that were legible and understandable; and government-imposed fee.~~

d. ~~material terms and conditions of its internet service in internet based advertisements by providing material information in extremely fine print.~~

27.65. Altice's willful misrepresentations, as described herein, were likely to mislead consumers acting reasonably under the circumstances in that they were led to believe that Altice charged less for Optimum services than Altice actually charged.

66. Altice's ~~acts and practices~~ misrepresentations, as described herein, were likely to mislead consumers acting reasonably under the circumstances in that they were led to believe that the NEF conveyed a specific additional benefit on those who paid it and/or that it was a government-imposed fee.

28.67. Altice's advertisements focused heavily on price as a material to consumers' decisions to subscribe term of its offers, and price is also a material term of all offers for goods and services, including for subscriptions to Altice's internet service.

68. Whether a consumer gets a specific benefit in exchange for a line item on their bills is material to whether consumers are willing to pay for the line item.

69. Whether a company is truthful and forthcoming to its customers about the price of their services is material to whether consumers utilize the company's services.

29.70. Altice, therefore, engaged in ~~unfair or~~ deceptive acts or practices in violation of CUTPA, Conn. Gen. Stat. § 42-110b(a).

71. Altice's conduct was willful in that Altice knew or should have known that the acts or practices set forth above were deceptive in violation of CUTPA.

COUNT TWO: Deceptive Trade Practices Relative to Altice's Hispanic Marketing Campaign

72. The allegations contained in paragraphs 1-10 and 49-62 are incorporated by reference as if fully set forth herein.

73. Altice's printing of all material terms, conditions, contingencies, and limitations to offers for Optimum services in the Spanish-Language Mailers in English constituted the omission of such terms, conditions and limitations from said offers because the ads were targeted to Spanish-speaking, not English-speaking, households.

74. In doing so, Altice willfully misled Connecticut's Spanish-speaking consumers regarding the terms, conditions, contingencies, and limitations to Altice's offers for Optimum services.

75. The Spanish-speaking consumers to whom Altice targeted the Spanish-Language Mailers could not reasonably be expected to understand terms, conditions, contingencies, and limitations printed in the English language.

76. The information printed in the English language in the Spanish-Language Mailers included, *inter alia*, potential limitations to the internet speeds advertised, to eligibility for the offer, requirements for retaining the advertised price, and disclosures that increased the advertised price of Optimum services, all of which are material.

77. Altice, therefore, engaged in deceptive acts or practices in violation of CUTPA, Conn. Gen. Stat. § 42-110b(a), in relation to its Hispanic Marketing Campaign.

78. Altice's conduct was willful in that it knew or should have known that by printing terms, conditions, contingencies, and limitations to offers in English for a Spanish-speaking

audience, said terms, conditions, contingencies, and limitations were, in effect, omitted from the offer, and that such acts or practices were deceptive in violation of CUTPA.

COUNT THREE: Unfair Trade Practices in Violation of CUTPA Relative to the NEF

30-79. The allegations contained in paragraphs 1-~~3048~~ are incorporated by reference as if fully set forth herein.

80. It is against public policy in Connecticut to not inform consumers what the full price of goods and services are.

31-81. By engaging in the aforesaid acts and practices, Altice has violated ~~the public policy against making misrepresentations and nondisclosures, public policies~~ against deceptive billing practices, ~~against~~ false advertising and misrepresentations, and against violations of the covenant of good faith and fair dealing-, including the following:

- a. The Federal Trade Commission’s longstanding guidance on “junk fees,” f/k/a “bait and switch” pricing;¹¹
- b. The public policies embodied in the Federal Communication Commission’s requirement that internet service providers create broadband consumer labels;
- c. A February 7, 2024 letter and comment signed by Attorney General Tong and 18 other states and territories in support the FTC’s proposed rule regarding unfair

¹¹ E.g., Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2066, 2067 (Jan. 10, 2025) (“It is a bedrock principle of FTC law that price is material to a consumer’s decision about whether to purchase a good or service. Consumers look for prices to comparison shop and to weigh what a good or service might be worth. Most consumers also rely on price to answer critical budgeting questions Quoting a misleading, artificially low price and then adding in mandatory fees and other charges throughout the buying process—a practice known today as drip pricing—is a quintessential example of bait-and-switch pricing and is a practice that falls squarely within the scope of the [FTC’s] long history of work to protect consumers.”); Regulating Drip Pricing, 31 Stanford Law & Policy Rev. 51 (2020)(describing drip pricing, the FTC’s concerns about this practice, urging enhanced regulatory action, and quoting FTC Chairman Jon Leibowitz’s statement that “so-called ‘drip pricing’ charges, sometimes portrayed as ‘convenience’ or ‘service’ fees, are anything but convenient, and businesses that hide them are doing a huge disservice to American consumers.”).

and deceptive fees,¹² which also outlines individual states' efforts to address hidden or "junk fees", and are further expressions of public policy; and,

- d. Other statutes and regulations that require the full base price of a product (that is, the mandatory, non-optional price) to be disclosed to consumers in advertisements, and before the point of sale, and statutes and regulations that require material limitations to the services offered to be disclosed clearly and conspicuously in advertisements and before the point of sale, for example: Conn. Reg. § 42-110b-18(e) and 42-110b-22.

~~32.82.~~ Altice's acts and practices, as described ~~herein~~above, are oppressive, unethical, immoral, and unscrupulous; in that Altice misled consumers regarding what Altice truthfully charged for Optimum services and deprived consumers of the ability to accurately compare Altice's prices against its competitors.

~~33.—~~Altice's acts and practices, as described herein, caused substantial injury to consumers;

~~34.83.~~ Altice's acts and practices violate public policy as represented by the Federal Trade Commission's proposed rule against Unfair or Deceptive Fees, legislative initiatives to ban so-called junk fees at the federal and state level, and the White House taking on, as well as competitors who do not charge "junk fees," in that Altice duped consumers regarding what Altice, in its discretion, truthfully charged for internet service, impeded consumers' efforts to

¹² Available at https://portal.ct.gov/-/media/ag/press_releases/2024/202427-comment-of-19-state-ags-unfair-or-deceptive-fees-trade-regulation-rulefinal.pdf?rev=740a0711f8b24928afe79740557dba3a&hash=3C787FB77C512534654C879383B1B3F1 (last visited October 15, 2025).

engage in meaningful price estimations and/or comparison shopping,¹³ and created an initiative to combat junk fees environment where competitors had to either lower their prices too or impose their own unfair and deceptive “junk fees” to compete.

35-84. Altice’s acts and practices, as described herein, therefore constitute unfair ~~or~~ ~~deceptive~~ acts or practices in violation of ~~General Statutes~~ CUTPA, Conn. Gen. Stat. § 42-110b(a).

COUNT THREE: Per se violation of Regulations of Connecticut State Agencies

~~§ 42-110b-18(e).~~

85. Altice’s conduct was willful in that, given all of the publicized enforcement and regulatory efforts described above, as well as common notions of fairness and business ethics, Altice knew or should have known that the acts or practices above were unfair in violation of CUTPA.

COUNT FOUR: Unfair Trade Practices Relative to Altice’s Hispanic Marketing Campaign

36-86. The allegations contained in paragraphs 1-~~36~~10 and ~~49-62~~ are incorporated by reference as if fully set forth herein.

87. It is against public policy in Connecticut to advertise a product or service in a language other than English where the required disclosures and limitations on that offer are not also provided in that language, depriving consumers who speak the language other than English of the necessary and material information they need to make informed purchasing decisions.

¹³ E.g., Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2066, 2079 (Jan. 10, 2025)(“Consumers confronted with partitioned pricing, on average, underestimate the total price of the good or service . . . In addition, consumers who wish to compare prices incur additional search costs to make direct comparisons of goods or services when the full price is not disclosed upfront.”).

~~37. — By engaging in the aforesaid acts and practices, Altice has misrepresented the nature, characteristics, uses, benefits, or qualities of its internet service in violation of Regulations of Connecticut State Agencies § 42-110b-18(e).~~

~~38. — Specifically, Altice advertised its services by providing download and upload speeds for which it charges different prices, with higher speeds costing more.~~

~~39. — Altice, however, did not disclose in a clear and conspicuous manner that these speeds are dependent upon various factors such as whether the user is on Wi-Fi.~~

~~40. — In this way, Altice misrepresented the characteristics and qualities of its upload and download speeds, and yet charged a premium for upload and download speeds above its basic internet service, in violation of Regulations of Connecticut State Agencies § 42-110b-18(e).~~

COUNT FOUR: Per se violation of Regulations of Connecticut State Agencies

§ 42-110b-22.

~~41. — The allegations contained in paragraphs 1-41 are incorporated by reference as if fully set forth herein.~~

~~42.88. By engaging in the aforesaid acts and practices, Altice has misrepresented the nature, characteristics, uses, benefits, or qualities of its internet service by failing to advertise the full and true cost of that service in violation of violated public policies against misleading advertising, including the public policies embodied in Regulations of Connecticut State Agencies § 42-110b-22, promulgated by the Department of Consumer Protection,¹⁴ which requires that material conditions, contingencies or limitations on an offer be conspicuously stated, and DCP~~

¹⁴ Hereinafter, all regulations will be referred to as “DCP Regs.” or “DCP Regulations.”

Regs. § 42-110b-21, pursuant to which required disclosures or limitations on offers made in the Spanish language must be disclosed in the Spanish language.

~~43. — Specifically, when Altice advertised its prices for various speeds of internet services, it did so with one headline price. This price did not include the NEF, which is a fee that Altice imposed, for a time, on all of its customers, including new ones. The headline price, therefore, was not what Altice actually charged, given the imposition of the NEF.~~

~~44. — Disclosure of the NEF appeared variously in fine or hard to read print, and for at least some period of time, was not disclosed at the point of sale.~~

89. — In this way, Altice has misrepresented the full and true cost of internet service
Defendant's acts and practices, as described herein, are oppressive, unethical, immoral, and
unscrupulous in that Altice failed to apprise the population to whom it targeted the Spanish-
Language Mailers of material terms, conditions, contingencies and limitations to offers for
Optimum services, with such material terms, conditions and limitations being required
disclosures.

90. — Altice's acts and practices, as described herein, caused substantial injury to the
target audience for the Spanish Language Mailers in that such consumers were deprived of the
opportunity to fully and fairly evaluate Altice's offers for internet service when reading the
Spanish-Language Mailers.

~~45.~~91. Altice's acts and practices, as described herein, therefore constitute unfair acts or
practices in violation of Regulations of Connecticut State AgenciesCUTPA, Conn. Gen. Stat. §
42-110b-22.(a).

92. — Altice's conduct was willful given that Altice knew or should have known that it
was unethical, unscrupulous, and against public policy to provide the material terms, conditions,

contingencies, and limitations on the offers in the Spanish-Language Mailers, including those impacting price, in English, and that the acts or practices described above were unfair in violation of CUTPA.

COUNT FIVE: *Per se* violation of Regulations of Connecticut State Agencies DCP Regs. § 42-110b-22
§ 42-110b-21.

46:93. The allegations contained in paragraphs 1-~~4662~~ are incorporated by reference as if fully set forth herein.

94. By engaging in the aforesaid acts and practices, Altice has failed to conspicuously state material contingencies, conditions and/or limitations to offers for Optimum services reasonably adjacent to offers for those services in violation of DCP Regs. § 42-110b-22 in the following manner:

- a. By advertising a headline price for Optimum services that did not include the NEF, Altice violated DCP Regs. § 42-110b-22 in that it failed to disclose reasonably adjacent to the offer that the true price it charged for Optimum services was anywhere between \$2.50 to \$6.00 more per month than advertised, with price being material; and
- b. By targeting Connecticut's "Hispanic" community with Spanish-Language Mailers that advertised Optimum services in Spanish but printed all modifying terms, conditions and limitations that impact said offer, including, *inter alia*, potential limitations to the internet speeds advertised, to eligibility for the offer, requirements for retaining the advertised price, and disclosures that increased the advertised price of Optimum services, in English, Altice failed to disclose

reasonably adjacent to the offer, material contingencies, conditions and/or limitations thereto.

95. Altice's conduct described herein constitutes the failure to conspicuously state material contingencies, conditions and limitations to offers for Optimum services reasonably adjacent to offers for those services and is a *per se* violation of CUTPA pursuant to DCP Regs § 42-110b(c) and DCP Regs. § 42-110b-22.

COUNT SIX: *Per se* violation of DCP Regs. § 42-110b-21

96. The allegations contained in paragraphs 1-10, 49-62 and 93-95 are incorporated by reference as if fully set forth herein.

47.97. By engaging in the aforesaid acts and practices, Altice has ~~misrepresented the nature, characteristics, uses, benefits and qualities of its internet service in violation of Connecticut State Agencies § 42-110b-21, providing that it shall be an unfair or deceptive act or practice to willfully violated DCP Regs. § 42-110b-21, pursuant to which it is a violation of CUTPA to~~ “disseminate any advertisement in a language other than English without including therein all required disclosures or limitations on the offer advertised in the language principally used in the advertisement.”

98. Specifically, Altice sent approximately 2.7 million direct mailers making Material contingencies, conditions and/or limitations to offers to be “required disclosures” pursuant to DCP Regs. § 42-110b-22.

48.99. Because Altice's Spanish-Language Mailers were in Spanish and targeted to, in Altice's own words, “Hispanic” consumers in Spanish, but the disclosures related to the offers were in English, all material terms, conditions and limitations thereto, including those related to,

inter alia, potential limitations to the internet speeds advertised, to eligibility for the offer, requirements for retaining the NEF advertised price, and disclosures that increased the advertised price of Optimum services, were printed in English, Altice's conduct described herein constitutes a per se violation of CUTPA pursuant to Conn. Gen. Stat. § 42-110b(c) and DCP Regs. § 42-110b-21.

~~49. — In that way, Altice has disseminated advertisements in a language other than English without including all disclosures on the offer in the language principally used in the advertisement in violation of Connecticut State Agencies § 42-110b-21.~~

COUNT SIX: WillfulnessAltice's conduct was willful in that it knew or should have known that that the
~~50. — The allegations contained in paragraphs 1-50 are incorporated by reference as if fully set forth herein.~~

100. — Altice engaged in the aforementioned unfair trade acts or practices alleged herein when it knew, or should have known, that its conduct was above were unfair or deceptive in violation of Conn. CUTPA.

~~Gen. Stat. § 42-110b(a).~~

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff claims the following relief:

1. An order pursuant to General Statutes § ~~42-110m(a)~~, enjoining ~~Altiee~~Defendant from further violation of CUTPA.

~~2.~~—An order pursuant to General Statutes § ~~42-110m(a)~~, ~~directing the Defendants to pay restitution.~~

~~3.~~2.—~~An order pursuant to General Statutes § 42-110o(b)~~, directing the ~~Defendants~~Defendant to pay civil penalties for each willful violation of General Statutes § ~~42-110b(a)~~.

~~4.~~3.—An order pursuant to General Statutes § ~~42-110m(a)~~, directing the ~~Defendants~~Defendant to disgorge all revenues, profits and gains achieved in whole or in part through the unfair and/or deceptive acts or practices complained of herein.

~~5.~~4.—An award of attorneys' fees, pursuant to General Statutes § ~~42-110m(a)~~.

~~6.~~5.—Such other and further relief as the Court deems appropriate.

The State certifies that the amount in demand is in excess of fifteen thousand dollars, exclusive of costs.


Dated: October 30, 2025

CERTIFICATION

I certify that a copy of the foregoing was or will immediately be mailed or delivered electronically on October 31, 2025 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all parties so served:

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