

CITY OF LOS ANGELES
MULTICHANNEL VIDEO PROVIDER
CONSOLIDATED CONSUMER SERVICE STANDARDS

WHEREAS, the City Charter Section 210, Section 22.595(g) of the Los Angeles Administrative Code and Section 53088.2(n) of Chapter 1 of Division 2 of Title 5 of the State Government Code enable the City of Los Angeles' Board of Telecommunications Commissioners to regulate consumer services; and,

WHEREAS, after considering evidence as a result of a public hearing, the Board of Telecommunications Commissioners has established the need for enforceable, comprehensive, service standards for consumers of multichannel video services in the City of Los Angeles; and,

WHEREAS, the Board of Telecommunications Commissioners recognizes the need for consistent consumer service standards for multichannel video providers so that consumer rights and responsibilities do not vary throughout the City of Los Angeles; and,

WHEREAS, the public and interested parties in the City of Los Angeles have received proper notice and the opportunity to be heard regarding the adoption of comprehensive consumer service standards; and,

WHEREAS, the Board of Telecommunications Commissioners recognizes the desirability of adopting a comprehensive set of consumer service standards for all multichannel video providers operating in the City of Los Angeles;

NOW THEREFORE, the Board of Telecommunications Commissioners hereby adopts a regulation describing comprehensive consumer service standards for all multichannel video providers operating in the City of Los Angeles as detailed below:

CONSOLIDATED CONSUMER SERVICE STANDARDS¹

DEFINITIONS

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

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

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

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

Consumer Services Division means the section of the Department of Telecommunications of the City of Los Angeles, its designee, or any successor thereto, that assures that Consumer rights and responsibilities are represented before, during, and after the provision of Service.

¹ These Standards consist of a combination of Sections 4.22.02, 5.5, 5.8.05, 5.8.06, 5.9.05, 5.9.06 and 6.1.01-6.19 of the cable television Franchise Agreement for Area F (which was used as a model), the additional consumer service standards enacted in 1992 as cable television franchise amendments, Century Cable's Board Orders of 1991, State Assembly Bill 2388, the FCC Customer Service Standards and FCC Rulemakings. All other standards related to Consumer Services contained in typical cable television Franchise Agreements including, but not limited to, Sections 4.3, 4.11, 4.18, 4.22.01, 4.22.03, 4.22.04, 5.1.01, 5.2.01, 5.2.02, 5.3, 5.4, 5.7, 5.8.01, 5.8.02, 5.8.03, 5.9.01, 5.9.02, 10.9, 10.10, 13.1.02(x) and 13.1.02(xii) remain in effect for Companies franchised by the City.

Consumers means the individuals, companies, or other entities who subscribe to video programming services.

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

Department means the Department of Telecommunications of the City of Los Angeles, its designee, or any successor thereto.

FCC refers to the Federal Communications Commission.

Franchise means the contractual agreement between a company and the City, which delineates the parties' rights and responsibilities regarding the provision of Service.

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

General Manager means the General Manager of the Department, or the designee of the General Manager or any successor therein

Generally Accepted Terminology refers to phraseology which is applied ordinarily or customarily by the multichannel video provider industry or local, State, and/or federal laws, orders, and/or regulations.

Normal Operating Conditions is defined as being those service conditions which are within the control of the Company. Those conditions which are ordinarily within the control of the Company include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System. Those conditions which are not within the control of the Company include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe weather. The definition of Normal Operating Conditions is relevant in assessing compliance with telephone answering time, installations, service calls, and repair of Service Interruptions.

Outage (see "Service Interruption").

Service means any level of video programming to be provided to a Consumer.

Service Interruption is defined as being the loss of picture or sound on one or more channels. The definition of Service Interruption affects the timing of when the Company must respond to a Service problem.

Standards refers to these Consolidated Consumer Service Standards.

System means any and all equipment and/or facilities used to deliver Service to a Consumer or Consumers.

STANDARDS

1. TELEPHONE AND OFFICE AVAILABILITY

- 1.2 The Company shall provide Consumers a toll-free or local telephone number for installation, Service, and complaint calls.
- 1.2 The Company must have telephone lines, either adequately staffed or with answering capability, providing at least emergency referral information, which are operational twenty-four (24) hours a day, every day, including weekends and holidays.
- 1.3 Under "Normal Operating Conditions" and when phones are staffed, Consumer calls to the Company will be answered on average within thirty (30) seconds ninety percent (90%) of the time; and Consumers will receive a busy signal three percent (3%) of the time or less. Repeated failure to meet these Standards shall be grounds for Franchise revocation or other enforcement actions.
- 1.4.01 On weekdays, the Companies franchised by the City must have telephone lines and its office(s) located within the Franchise Area (except as otherwise indicated in the Franchise Agreement) open and adequately staffed to respond to Consumers in at least four ways:
 - A. to accept payments;
 - B. to exchange or accept return of converters;
 - C. to schedule and conduct technical calls; and
 - D. to answer Consumer inquiries.
- 1.4.02 On Saturdays, Companies must have telephone lines and adequate staff available: to accept or exchange equipment, such as converters, at the option of the Company either at its office or in the field; to schedule and perform emergency service or emergency technician calls; to answer Consumer inquiries which may be answered by advising the caller when and to what number to call back during weekdays; and must have the capability to accept payments.
- 1.4.03 The Company shall notify the General Manager of the Department as promptly as possible, by any available means including accessing telephones away from

the Company's premises, whenever there is an interruption of telephone service which affects the Company's Consumer Service phone lines, the phone line of the Company's General Manager or other designated officer, or the phone line of the Company's designated Consumer Service contact.

- 1.5 Companies franchised by the City shall have an office located within the City (except as otherwise indicated in the Franchise Agreement) at which they shall be able to respond to Consumers a minimum of fifty-four (54) hours a week, eight (8) hours per day, on weekdays and four (4) hours on Saturdays.

2. HANDICAPPED ACCESS

- 2.1.01 The Company shall provide maximum practicable availability of the Services and facilities of the System to handicapped persons. At a minimum, the Company shall provide at no additional cost a single remote control device for each television set connected to the Service to those Consumers who are paraplegic or quadriplegic.

- 2.1.02 Upon initiation of Service in the City, the Company shall submit to the Department a plan and/or report describing the equipment, facilities, and ongoing services the Company intends to or does make available to handicapped persons. Such information regarding the facilities, equipment, and ongoing services for handicapped persons shall be kept updated and the Company shall promptly submit to the Department notification of any deletions or additions to such information.

- 2.2 The Company shall provide within forty-five (45) days of a request from a Consumer, for rental or purchase, equipment which facilitates the reception of all Services by hearing-impaired Consumers. The Company shall also provide TDD (or equivalent) equipment at the Company office that will allow such Consumers to contact the Company for any reason related to the System.

3. EMPLOYEE IDENTIFICATION

- 3.1 All personnel of the Company contacting Consumers or potential Consumers outside the office of the Company must be clearly identified as associated with the Company.

4. INSTALLATIONS

- 4.1.01 When applicable, standard installation charges will apply to those installations which consist of an aerial or underground drop of no more than 150 feet in length running from the nearest feeder cable of the System to the terminal of the Consumer, utilizing exposed wiring inside the Consumer's premises. Installations requiring materials or procedures which exceed those minimum lengths, or in the case of any underground drop which involves unforeseen or extraordinary conditions, will be subject to additional charges, as determined by the Company, provided that such additional charges shall be fair, reasonable, and nondiscriminatory.
- 4.1.02 All installations will include appropriate grounding, adjustment of the television set in order to receive Service, and the provision of required consumer information and literature to instruct the Consumer in the utilization of the Services.
- 4.2.01 The Company shall offer Consumers the option to receive an A/B switch at the time of initial Service installation for no additional installation cost, and shall provide Consumers with written information on how to use such a switch.
- 4.2.02 Upon Consumer request, the Company shall provide an A/B switch after the initial installation of Service. If the Consumer requests installation of such a switch, the Company may charge reasonable fees for such installation.
- 4.2.03 The Company may charge a reasonable price for an A/B switch.
- 4.3 When applicable, if the Company cannot perform standard installations within nine (9) calendar days of request by a Consumer (provided that the schedule or preferences of the person requesting installation have not been responsible for the delay), the Consumer may request and is entitled to receive a \$10.00 credit. If the Company fails to provide this \$10.00 credit and the request was made by the Consumer within 60 days of the installation request, the City may direct the Company to issue the credit. Repeated failure to perform standard installations within nine (9) calendar days or to provide the \$10.00 payment for late installations shall be grounds for Franchise revocation or other enforcement actions.
- 4.4 All requests for installation (subject to the Company's Service Obligations), except where new building construction is required, must be completed within thirty (30) days of the request, provided, however, that the Company shall have been able to obtain any necessary easements or other consents necessary to complete the installation, and that the schedule or preferences of the person

requesting the installation have not been responsible for delay, and that all applicable fees and charges have been timely paid and collected. In those situations where new building construction, including postwiring of multiple dwelling units, is required, installation shall be completed within one hundred twenty (120) days of completion of the new building construction. Consent of the Department must be obtained for installations exceeding the periods specified above, which consent shall not be unreasonably withheld.

5. SERVICE INTERRUPTIONS AND OTHER SERVICE PROBLEMS

- 5.1 The Company shall render efficient service, make repairs promptly, and interrupt Service only if unavoidably necessary and for the shortest period possible. Such interruptions, insofar as possible, shall be preceded by reasonable notice to each affected person and shall occur during periods of minimum System use.
- 5.2 The Company shall promptly notify the City of any significant "Service Interruption" in the operation of the System. For the purposes of this Section, a "significant Service Interruption in the operation of the System" shall mean any interruption of a duration of at least four (4) continuous hours to at least ten percent (10%) of the Consumers in the area or areas of the City served by the Company.
- 5.3 The Company shall exercise its best efforts to limit any Service Interruption for the purpose of maintaining, repairing, or construction of the System to periods of minimum use. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Company may schedule a Service Interruption for a period of more than four (4) hours during any twenty-four (24) hour period only after the City and each affected Consumer in the City have been given forty-eight (48) hours prior written notice of the proposed interruption.
- 5.4 Technicians employed by the Company and capable of performing Service-related emergency repairs and maintenance must be available twenty-four (24) hours a day, every day, including weekends and holidays.
- 5.5.01 The Company must acknowledge complaints from Consumers within twenty-four (24) hours (excluding weekends and holidays except in the case of Service Interruptions).
- 5.5.02 Excluding conditions beyond the control of the Company, the Company will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known (including weekends and

holidays). "Working on" constitutes taking positive steps toward rectifying the problem, not merely acknowledging the problem.

- 5.5.03 The Company must begin actions to correct Service problems other than Service Interruptions the next business day after notification of the Service problem.
- 5.5.04 Verification of Consumer complaints, and, if possible, resolution must occur within forty-eight (48) hours (provided that the schedule or preferences of the person requesting installation have not been responsible for the delay); and in any event, resolution must occur within one (1) week. Those matters requiring additional maintenance, repair, or technical adjustments that are documentable as necessitating an excess of one (1) week to reasonably complete, must be finally resolved within thirty (30) days of the initial complaint. The Department may require reasonable documentation to be provided by the Company to substantiate the request for additional time to resolve a complaint.
- 5.6.01 The Company shall provide an automatic credit to all Consumers when there is an Outage of all channels for a period of twenty four (24) consecutive hours or more which affects an entire service area, franchise area, or other discrete area of the City served by the Company, regardless of the cause of the Outage. The credit for such an Outage shall equal, at a minimum, the value of one-thirtieth (1/30) of each Consumer's monthly bill for the first twenty-four (24) consecutive hour period and prorated for each additional 4-hour period or portion thereof that the Outage continues.
- 5.6.02 The Company shall provide an automatic credit to all affected Consumers when there is an Outage of any premium Service for a period of twenty-four (24) consecutive hours or more which affects an entire service area, franchise area, or other discrete area of the City served by the Company, regardless of the cause of the Outage. The credit shall equal, at a minimum, the value of one-thirtieth (1/30) of each Consumer's monthly bill for the first twenty-four (24) consecutive hour period and prorated for each additional four (4) hour period or portion thereof that the Outage continues.
- 5.6.03 Upon request of the Consumer, the Company shall provide a credit to a Consumer whenever an Outage or Outages of four or more hours in a twenty-four (24) hour period has affected any of the non-premium channels received by a Consumer as part of their Service. The credit shall equal the value of one thirtieth (1/30) of each Consumer's monthly bill for Outages of four (4) hours or greater duration occurring in a twenty-four (24) hour period. In the event that a premium channel is affected by the Outage, the credit shall equal the value of one-thirtieth (1/30) of the Consumer's monthly premium rate for each Outage of four (4) hours or greater duration occurring in a twenty-four (24) hour period.

- 5.6.04 Repeated failure to provide the proper credit for Outages shall be grounds for Franchise revocation or other enforcement actions.

6. SERVICE APPOINTMENTS

- 6.1 The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The Company may schedule service calls and other installation activities outside of normal business hours for the express convenience of the Consumer.)
- 6.2 If the Company does not arrive for appointments for installations or service calls within a designated 4-hour time frame agreed to by the Consumer, the Consumer may request and is entitled to receive a \$10.00 credit. If the Company fails to provide such credit, and the request was made by the Consumer within 60 days of the missed appointment, the City may direct the Company to issue the credit. Repeated failure to provide the \$10 payment shall be grounds for Franchise revocation.
- 6.3 Under Normal Operating Conditions, the Company may not cancel an appointment with a Consumer after the close of business on the business day prior to the scheduled appointment.
- 6.4 If the Company's representative is running late for an appointment with a Consumer and will not be able to keep the appointment as scheduled, the Company will document a diligent effort to contact the Consumer directly. If, however, the Consumer is unavailable at the time the contact attempt is made, the Company will attempt a second documented contact at least one more time during the previously agreed upon appointment window. The appointment will be rescheduled, as necessary, at a time which is convenient to the Consumer. Contacting the Consumer will not necessarily excuse a missed appointment.

7. NOTICES & CUSTOMER COMMUNICATIONS

- 7.1 The Company shall send semi-annually, written notice to all Consumers informing them that any complaints or inquiries not satisfactorily handled by the Company may be referred to the Department. Such notification shall be either:
- A. A separate document that but may be included with a billing statement; or
 - B. Included on the portion of the monthly bill that is to be retained by the Consumer.

The Company's telephone number for Service and the telephone number for the Consumer Services Division of the Department shall be contained in the notice. This notice shall also fully describe the Company's telephone hours and, when applicable, the lobby hours and shall include the telephone number(s) available to Consumers after the Company's normal business hours through which Consumers can obtain, at a minimum, emergency referral information. No promotional material may be included on the separate document or the portion of the bill containing this notice. This notice shall be forwarded to the Department, for a check of its accuracy and the Department shall respond in a reasonable time frame, in compliance with Section 7.4.01 herein. This semiannual notice may be combined with the notice delineated in Section 7.3.

- 7.2.01 For informational purposes and for the City to ensure nondiscrimination, the Company shall provide the Department a complete schedule of all current programming services, excluding pay-per-view, rates and charges. The Company may petition the Department for the right to exclude certain rates from those to be provided to the Department, but no such petition shall be entertained with respect to any Basic Service rate, term, or condition for any individual or any other Basic Service Consumer.
- 7.2.02 The Company shall notify Consumers of any pricing changes or additional charges (excluding temporary marketing and sales discounts or offers) and/or any changes in programming services (including the scrambling or descrambling of channels - except the descrambling of a channel(s) for promotional purposes as provided for in Section 7.2.03) as soon as possible through announcements on the System and in writing. Notice must be given to Consumers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Company. In addition, the Company shall notify Consumers thirty (30) days in advance of any significant changes in the other information required by Sections 7.3 (A) through (K).
- 7.2.03 The Company shall notify all Consumers prior to making available any channel(s) full or part-time without charge if programming rated NC-17, R, X, or the equivalents thereof will be available for viewing. This notification shall include the rating(s) of the programming to be made available for viewing and the right of the Consumer to have the Company block the programming. The Company shall not charge Consumers for blocking this programming.
- 7.3 The Company shall provide written information to Consumers on each of the following areas at the time of installation of Service, at least annually to all Consumers, at any time upon request, and at least thirty (30) days prior to making significant changes in the information required by this Section:

- A. products and services offered;
- B. prices and options for programming services and conditions of subscription to programming and other services and facilities;
- C. installation and maintenance policies including, when applicable, information regarding the Consumer's home wiring rights and information describing ownership of internal wiring during the period Service is provided;
- D. instructions on how to use the Service;
- E. channel positions of programming carried on the System;
- F. billing and complaint procedures, including the name, address and telephone number of the Department's Consumer Services Division;
- G. the availability of the Signal control device required by Section 624(d)(2) of the Cable Act and A/B switches;
- H. the procedures by which the Consumer will be notified of changes in fees, charges, deposits, or associated terms and conditions for any Service;
- I. the Company's practices and procedures for protecting against invasions of privacy as required by Section 631 of the Cable Act, and Section 637.5 of the California Penal Code;
- J. the address and telephone number of the Company's office to which complaints may be reported; and
- K. when applicable, the Company's Community Unit Identifier as specified by the FCC.

In all Consumer communications the Company must use Generally Accepted Terminology. The Company must provide the notice to the Department prior to transmitting it to Consumers pursuant to Section 7.4 herein.

- 7.4.01 All Consumer notices, including but not limited to changes in rates, programming services, channel positions, policies, instructions, equipment availability, or other Consumer information that are within the control of the Company shall be submitted for review and comment to the Department prior to its finalization and at a minimum fifteen (15) days prior to being transmitted to Consumers.
- 7.4.02 Notices of changes in rates, programming services, channel positions policies, instructions, equipment availability or other Consumer information that are not within the control of the Company shall be submitted to the Department for review and comment as soon as practicable allowing the Department as much lead-time as possible prior to finalization. This submission to the Department must always take place prior to the transmission of the notices to the Consumers.
- 7.4.03 Notices of changes in rates shall indicate the new rate inclusive of all fees and/or other fees and the amount the rate has increased or decreased from the current rate. Specific words such as "increase" or "decrease" must be used to describe the changes (as opposed to less specific terms, such as "adjustment").

- 7.4.04 Notices of changes of programming services and/or channel locations shall include a description of the new programming service, the specific dial location, and the hours of operation of that programming service. In addition, should the dial location, hours of operation, or existence of other programming services be affected by the introduction of a new service, such information must also be included in the notice.
- 7.4.05 Notices of any rate or service change shall inform subscribers of their right to file complaints about changes in cable programming service tier rates and services with the FCC within forty-five (45) days of the rate or service change being reflected on their bill and shall provide the address and phone number of both the local franchising authority and the Cable Services Bureau of the FCC.
- 7.5.01 In order that Consumers are fully appraise of the charges they may incur, Companies will generally be required to advertise rates that include all costs and fees. However, in those cases where a System covers multiple areas that have differing franchise fees or other costs, different channel line-ups or have slightly different rate structures, that Company should be permitted some flexibility for efficient advertising that will reasonably advise potential Subscribers of the true cost of Service. In such circumstances, the Company can advertise visibly a range of fees, or a "fee plus" rate that indicates the core rate plus the actual dollar amount of the range of possible additions based on the particular location of the Consumer. This provision does not apply in any way to bills or rate-change notices.
- 7.5.02 In order that Consumers are fully apprised of the charges they may incur, telephonic communications with Consumers that quote rates, fees, and/or other charges shall quote the rates, fees, and/or charges inclusive of all applicable franchise fees and/or other fees.
- 7.6 Every notice of termination of Service shall include all of the following information:
- A. the name and address of the Consumer whose account is delinquent.
 - B. the amount of the delinquency.
 - C. the date by which payment is required in order to avoid termination of Service.
 - D. the telephone number of a representative of the Company who can provide additional information and handle complaints or initiate an investigation concerning the Service and charges in question.
- 7.7 For informational purposes only, a listing of the Company closings or holidays (e.g. "nonbusiness" days) will be provided to the Department annually, by no later than July 1 and by no later than every anniversary thereafter.

8. BILLS

- 8.1 Bills will be clear, concise, accurate and understandable. Bills must be fully itemized, with itemizations including, but not limited to, charges for each programming service to which the Consumer subscribes and equipment charges. When, on bills, a Company chooses, consistent with federal law, to itemize as separate line item franchise fees and/or other governmentally-imposed fees or taxes attributable to the total bill, such fees or taxes must be accurately calculated and quoted regardless of whether the rates are regulated.
- 8.2 Every residential Consumer sending payment directly to the Company shall have at least fifteen (15) days from the date the bill for Services is mailed to the Consumer to pay the listed charges (unless otherwise agreed to pursuant to a residential rental agreement establishing tenancy).
- 8.3 A specific due date shall be indicated on every Consumer bill.
- 8.4 Any Consumer who, in good faith, disputes all or part of any bill has the option of withholding the disputed amount without the threat of disconnection until the dispute is resolved provided that:
- A. The Consumer pays all undisputed charges;
 - B. The Consumer provides written notification of the dispute to the Company in a timely manner; and
 - C. The Consumer cooperates in determining the appropriateness of the charges in dispute.
- 8.5 Consumer bills from Companies franchised by the City will include the name, address, and telephone number of the FCC. Consumer bills from all Companies shall include the name, address and telephone number of the Department (the Department will issue approved wording).
- 8.6 The Company shall forward, on a monthly basis, a sample bill for the current billing period to the Department. The bill shall show, at a minimum, the charges for each programming service tier offered by the Company, at least one Premium Service, and, for Companies that itemize franchise fees and/or other fees on their bills, the amount of franchise fees and/or other fees. The bill shall include charges for prior months only if the charges are credited on the bill prior to the listing of new charges.
- 8.7 The Company shall forward all billing inserts and copies of all other mailings forwarded to Consumers to the Department prior to or at the same time that they

are provided to Consumers. (Copies of notices to Consumers must be forwarded to the Department prior to being forwarded to Consumers pursuant to the applicable sections of these Consumer Service Standards).

9. DISCONNECTIONS/DENIAL OF SERVICE

- 9.1 The Company shall not terminate residential Service for nonpayment of a delinquent account unless the Company furnishes a notice of the delinquency and impending termination at least fifteen (15) days prior to the proposed termination. The notice shall be mailed, postage prepaid, to the Consumer to whom the Service is billed. This notice shall not be mailed until the sixteenth (16th) day after the date the bill for Services was mailed to the Consumer. The notice of delinquency and impending termination may be part of a billing statement
- 9.2 The Company shall not assess a late fee any earlier than the twenty-second (22nd) day after the bill for Services has been mailed.
- 9.3 The Company shall only terminate Service on days when the Consumer can reach a representative of the Company either in person or by telephone. Service terminated without good cause must be restored without charge for the Service restoration. Good cause includes, but is not limited to, failure to pay, payment by check for which there are insufficient funds, theft of Service, abuse of equipment or System personnel, or other similar Consumer actions.
- 9.4 The Company shall furnish and maintain Services to each person who makes a bona fide request to receive any programming service. Nothing in these Standards shall limit the right of the Company to deny Service to any household or individual which has a negative credit or service history with the Company, which may include non-payment of bills or theft or damage to the Company's equipment, or who has threatened or assaulted employees of the Company in the course of their employment. Provided that in the event Service is denied, the Company will give written notice to the Consumer of the right to appeal, to the Department, the Company's decision to deny Service. The Department's decision may then be appealed to the Board and Council.

10. DEPOSITS, REFUNDS, AND CREDITS

- 10.1 The Company may require refundable deposits in circumstances where such deposits are necessary to protect equipment or to ensure payment where there is reasonable evidence of a risk of nonpayment, provided that the Company shall

be required to pay simple interest at a rate of one-half percent (½%) per month (6% per year). Such interest shall be accrued and payable upon termination of Service. Upon termination of Service for any reason, Consumers will be entitled to receive a refund or credit against amounts owed the Company equal to the deposit plus accumulated interest. The Board may be petitioned to modify the interest rate to reflect prevailing market rates.

1 0.2.01 Refund checks will be issued promptly following the resolution of the event giving rise to the refund; and by the earlier of either:

- A. the Consumer's next billing cycle; or
- B. thirty (30) days.

10.2.02 If the Company does not mail a check for a refund (including applicable interest) to any Consumer disconnecting Service with an outstanding credit within 45 days of the date Service is ended, and the Consumer has returned all Company-owned equipment, the Consumer may request and is entitled to receive a \$10.00 payment, in addition to the total refund (and applicable interest) due. If the Company fails to provide the \$10.00 payment and the request was made by the Consumer within 60 days after failure to receive the refund, the City may direct the Company to provide the \$10.00 payment as well as any outstanding refund (and applicable interest) due. Repeated failure to provide the \$10.00 payment shall be grounds for Franchise revocation and/or other enforcement actions.

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

11. RATES, FEES, AND CHARGES

11.1 The Company shall not, except to the extent expressly permitted by law, impose any fee or charge on any Consumer for: (A) any service call to said Consumer's premises to perform any repair or maintenance work related to Company installed equipment necessary to receive Service, except any such work which was necessitated by a negligent or wrongful act of said Consumer; or (B) the disconnection of any Services to a Consumer, provided that the Company may impose appropriate charges if, at the time of disconnection, some or all of the Company's equipment is not returned to the Company or the Consumer has not paid all outstanding fees and charges due to the Company; or there is damage to the equipment of the Company, excluding normal wear and tear and the circumstances described in the next paragraph.

- 11.2 Where the actions of the Company, its agent(s) or subcontractor(s) can be shown upon a reasonable demonstration of evidence to have contributed to the theft, loss or damage of a converter or other equipment lawfully used by a Consumer, the Consumer's liability with respect to said converter or other equipment shall be reduced to the extent of such contributing actions.
- 11.3 All charges for Services must be applied on a nondiscriminatory basis recognizing that the 1992 Cable Act allows for reasonable discounts to senior citizens and/or the economically disadvantaged and that the Company may conduct promotional campaigns in which rates are discounted or waived, and may offer bulk rate discounts for multiple dwelling units, hotels, motels, and similar institutions
- 11.4 The Company shall not assess late fees which exceed the reasonable costs incurred to collect past due amounts.

12. PRIVACY PROTECTIONS

- 12.1 The Company shall comply fully with all applicable State and federal laws relating to the protection of Consumer privacy, including, without limitation, Section 631 of the Cable Act and Section 637.5 of the California Penal Code. The Company shall not disclose the telephone number of any Consumer for any purpose that is not directly related to the provision of video Service. In the event that the current requirements of Section 631 of the Cable Act are subsequently repealed or lessened, the requirements in effect on the effective date of these Standards shall nevertheless continue to apply to the Company for the purposes of these Standards.
- 12.2 The Company shall not request any more personally-identifiable information than is necessary to confirm the identity of a Consumer. The type of information considered to be necessary may vary depending on the individual Consumer, but a Company may not deny service to a Consumer who fails to provide a driver's license number or social security number; however, the Company may deny service if a Consumer fails to produce any verifiable personally-identifiable information after being requested to do so.

13. ENFORCEMENT

- 13.1 Repeated failure to comply with any or all of the provisions delineated above shall be grounds for Franchise revocation in accordance with the Franchise Agreement revocation procedures and/or other enforcement actions.

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

14. RIGHTS RESERVED BY THE CITY

14.1 The City reserves the right to establish additional, reasonable consumer service standards from time to time, as may be necessary, after making a finding of need and after notice to and opportunity to be heard from the Company has been afforded.

14.2 The City reserves the right to regulate rates for video Service to the fullest extent permitted by law. Notwithstanding anything in these Standards to the contrary, in the event that the Cable Act is amended or repealed, or restrictions on the authority of the City to regulate rates are otherwise removed or lessened, or the FCC or any court permits the City to regulate such rates, the City may, at its discretion, establish procedures and standards for rates and regulate such rates to the fullest extent of its regulatory authority under federal, State, and local laws.

October 21, 1994