

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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BARRY BRAGGER, individually
and on behalf of all those similarly situated,

Plaintiff,

-against-

CABLEVISION SYSTEMS CORPORATION
CSC HOLDINGS, INC., and CABLEVISION OF
LITCHFIELD, INC.,

Defendants.

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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiffs' attorney(s) within twenty days after the service of this summons, exclusive of the day of service (or within thirty days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
January 19, 2010

Index No.:
Date Purchased:

SUMMONS

Plaintiff designates:
New York County as the
place of trial

The basis of venue is
Defendant Cablevision Systems
Corporation's place of business

Defendant Cablevision Systems
Corporation's address:
425 Lafayette Street
New York, NY 10003

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FILED
JAN 19 2010
COUNTY CLERK'S OFFICE
NEW YORK

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CABLEVISION OF LITCHFIELD, INC.
Torrington Litchfield Road Street
Litchfield, CT 06759

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

-----X
**BARRY BRAGGER, individually
and on behalf of all those similarly situated,**

Index No.

Plaintiff,

v.

**CLASS ACTION
COMPLAINT**

**CABLEVISION SYSTEMS CORPORATION,
CSC HOLDINGS, INC., and CABLEVISION OF
LITCHFIELD, INC.,**

Defendants.
-----X

10600135

Plaintiff alleges as follows upon information and belief based, *inter alia*, upon the investigation conducted by plaintiff and his counsel, except as to those allegations pertaining to plaintiffs personally, which are alleged upon personal knowledge.

1. Plaintiff is a subscriber to Cablevision's cable television service (Cable Service) and has been so for some time.
2. Recently, Cablevision announced that it would no longer carry HGTV and Food Channel as a result of a dispute with content provider Scripps Network. Cable viewers are very dedicated to these channels, which have a huge following—removal of these channels from the roster materially changes the nature and scope of Cable Service, and the enjoyment viewers get from viewing cable TV. Without these channels, the expectations subscribers had when signing up for expensive Cable Service have largely been dashed.
3. Cablevision has failed to fulfill its contractual obligations in good faith so as to provide other content that can substitute the lost channels.

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4. As a result, Plaintiff and those similarly situated have been damaged by not receiving any substitute for lost content. With over 3 million Cablevision TV service subscribers, the injury is very substantial. Given that money damages may not be capable of being quantified, and it may be that an action for damages might not lie, Plaintiff seeks specific performance of the contractual arrangements to require Defendants to provide programming of value in lieu of the important programming which Cablevision no longer provides. Plaintiff has no adequate remedy at law.

JURISDICTION

5. This Court is the general New York trial court and has jurisdiction over this action pursuant to the New York State Constitution.

PARTIES

6. Plaintiff Barry Bragger is a Cablevision subscriber.

7. Defendant Cablevision Systems Corporation ("CVC") has a place of business in this state and offices in this County. It is a public company and is the holding company for its cable TV and other operating subsidiaries.

8. Defendant CSC Holdings, Inc. ("CSC") has a place of business in this state and offices in this County. It is a subsidiary of Cablevision and, through Cable Networks LLC, owns the cable TV operating subsidiaries. Cablevision and CSC will be collectively referred to herein as "Cablevision." Defendant CSC controls all of the cable operating subsidiaries. Cablevision has control over what programming is aired by the cable operating companies.

9. Defendant Cablevision of Litchfield, Inc. is a Cablevision cable operating company for parts of Connecticut (the "Cablevision Operating Company"). Plaintiff obtains his Cable Service from this Company. (All similar operating companies, whose identities have not

yet been ascertained, will be referred to herein as “the Subsidiary Operating Companies”). The Subsidiary Operating Companies, as to all matters germane to this Complaint, are under the complete and total domination and control of Cablevision.

CLASS ALLEGATIONS

10. Plaintiff brings this action as a class action pursuant to CPLR 901 *et seq.*, on behalf of all Cable Service customers who were subscribers as of December 31, 2009 (the “Class”). Excluded from the Class are the Defendants herein, and the subsidiaries, parents, affiliates, or controlled persons or entities of Defendants, as well as their family members, employees or representatives.

11. The members of the Class are so numerous that joinder of all members is impracticable. There are more than 3 million Cablevision cable subscribers.

12. Plaintiff’s claims are typical of the claims of the members of the Class, as the claims of the Class are based upon the same conduct affecting all Class members.

13. Plaintiff will fairly and adequately protect the interests of the members of the Class and have retained counsel competent and experienced in class and consumer litigation. Plaintiff has no interests which are contrary to or in conflict with those of the Class members which he seeks to represent.

14. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Further, the interests of the members of the class in individually controlling the prosecution of separate actions is far outweighed by the superiority of maintaining a class action, and, absent a class action, the Defendants would face the impracticability of defending separate actions seeking the

same relief. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action.

15. There is a well-defined community of interest in the questions of law and fact involved in this case. Common questions of law and fact exist as to all members of the Class, and predominate over any questions affecting solely individual members of the Class. Among questions of law and fact common to the Class are:

- a. whether Defendants have failed to act in good faith;
- b. whether the Class has suffered harm;
- c. whether Class members have no adequate remedy at law; and
- d. whether Plaintiff and the Class are entitled to equitable and declaratory relief.

16. The names and addresses of the Class members are available from the business records of Defendants and Notice may be provided to the Class members by first class mail, by Internet or other publication, or by a notice beamed to the class members through the Cable Service.

FIRST CLAIM FOR RELIEF
(Injunctive Relief)

17. Plaintiff realleges each of the allegations set forth above as if they had been set forth in full.

18. Plaintiff entered into Cable Service with the Cablevision Operating Company to receive a listed and publicized menu of available programming. Class members entered into like agreements with the Subsidiary Operating Companies. Because of a dispute between

Cablevision and Scripps Network, a material part of the programming menu is now unavailable to Plaintiff and the Class.

19. These unavailable channels are a material part of the service package for subscribers who chose Cablevision.

20. Regardless of blame for the unavailability of the essential programming, Defendants nonetheless have an implicit good faith obligation to Plaintiff and the Class by providing alternative programming.

21. Cablevision has acted inequitably and in bad faith toward Plaintiff and the Class.

22. As a result, Plaintiff and the Class have been substantially damaged, but cannot ascertain the amount of money damages and, in any event, money damages may be unavailable in this case.

23. Thus, Plaintiff and the Class have no remedy at law.

24. Accordingly, an injunction should issue requiring Defendants to provide alternative cable programming as a good faith replacement for HGTV and the Food Channel.

SECOND CLAIM FOR RELIEF
(Declaratory Judgment)

25. Plaintiff realleges each of the allegations set forth above as if they had been set forth in full.

26. Every contract between Class Members and the Subsidiary Operating Companies contains an implied obligation to act in good faith. For the purpose of contractual fulfillment, the Subsidiary Operating Companies are the mere instrumentalities and alter egos of Cablevision. The Subsidiary Operating Companies have no independent operating policies, merely exist to carry out the obligations and business of Cablevision on a local basis, and to treat them and Cablevision as separate entities for the purpose of contractual fulfillment relating to

programming would result in injustice and fundamental unfairness as the subsidiaries do not have the means or ability independently to fulfill the contractual obligations set by the dominating parent companies.

27. Cablevision, which controls the fulfillment of the contractual terms, therefore has a good faith obligation to fulfill the fundamental, legitimate, and justified expectations of the subscribers. Among such expectations are that if a material part of the programming menu becomes unavailable Cablevision will supply alternative programming options. This is especially so as Cablevision holds subscribers to long-term contracts from which they cannot readily extricate themselves.

28. Therefore, Plaintiff and the Class are entitled to a declaratory judgment that Cablevision is required, now and in the future, in good faith, to supply replacement programming when material programming options become unavailable. Plaintiff and the Class are entitled to such a declaration regardless of when and whether the dispute with Scripps is resolved, due to the real likelihood of a recurrence of the same or similar events as are described in this Complaint, given the increasing monetary disputes between cable networks and content providers leading to programming outages.

WHEREFORE, Plaintiff, on behalf of himself and the Class, prays for judgment as follows:

- a. Declaring this action to be a proper class action pursuant to CPLR 901 *et. seq.* on behalf of the Class defined herein, and declaring Plaintiff to be a proper Class representative and Plaintiff's counsel as counsel for the Class;
- b. Entering an Injunction as Requested herein;
- c. Entering a Declaratory Judgment as requested;

d. Awarding Plaintiff and members of the Class reasonable attorneys' fees, expert witness fees, and other costs; and

e. Awarding such other relief as this Court may deem just and proper.

Dated: New York, New York
January 19, 2010

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