

IN THE SUPREME COURT OF THE STATE OF NEVADA

PLUMBERS LOCAL UNION NO. 519
PENSION TRUST FUND; AND CITY OF
STERLING HEIGHTS POLICE AND FIRE
RETIREMENT SYSTEM, DERIVATIVELY
ON BEHALF OF NOMINAL DEFENDANT
DISH NETWORK CORPORATION,

Appellants,

vs.

CHARLES W. ERGEN; JAMES DEFRANCO;
CANTEY M. ERGEN; STEVEN R.
GOODBARN; DAVID K. MOSKOWITZ; TOM
A. ORTOLF; CARL E. VOGEL; GEORGE R.
BROKAW; JOSEPH P. CLAYTON; GARY S.
HOWARD; DISH NETWORK
CORPORATION, A NEVADA
CORPORATION; AND SPECIAL
LITIGATION COMMITTEE OF DISH
NETWORK CORPORATION,

Respondents.

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JOINT APPENDIX
Vol. 40 of 85
[JA009169-JA009396]

Eric D. Hone (NV Bar No. 8499)
Joel Z. Schwarz (NV Bar No. 9181)
H1 LAW GROUP
701 N. Green Valley Pkwy., Suite 200
Henderson, Nevada 89074
Tel: (702) 608-3720

Liaison Counsel for Appellants

J. Stephen Peek
Robert J. Cassity
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
Tel: (702) 669-4600

*Attorneys for the Special Litigation
Committee of Nominal Defendant
DISH Network Corporation*

[Additional counsel appear on next page.]

<p>Randall J. Baron (<i>Pro Hac Vice</i>) Benny C. Goodman III (<i>Pro Hac Vice</i>) Erik W. Luedeke (<i>Pro Hac Vice</i>) ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101-8498 Tel: (619) 231-1058</p> <p><i>Lead Counsel for Appellants</i></p>	<p>C. Barr Flinn Emily V. Burton YOUNG CONAWAY STARGATT & TAYLOR, LLP Rodney Square 1000 North King Street Wilmington, DE 19801 Tel: (302) 571-6600</p> <p><i>Attorneys for the Special Litigation Committee of Nominal Defendant DISH Network Corporation</i></p>
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Evidentiary Hearing SLC Exhibit 102²			

¹ Volumes 2-85 of the Joint Appendix include only a per-volume table of contents. Volume 1 of the Joint Appendix includes a full table of contents incorporating all documents in Volumes 1-85.

² The Evidentiary Hearing Exhibits were filed with the District Court on July 6, 2020.

EXHIBIT 312

EXHIBIT 312

JA009169
008005

TX 102-008431

October 17, 2006

Dear DISH Network Retailer,

The fourth quarter is in full swing and we have an abundance of good things to tell you about in this Facts Blast. Not only have we extended our successful NFL Network campaign for eight markets, we will soon be launching a brand-new Q4 marketing campaign around high-definition (HD) programming called, "Live it. DishHD." There's also new programming to inform you about, as well as additional updates, so please read further for the details.

Marketing

- **NFL Network Campaign – Extended through November 30, 2006** – We're right in the heart of football season, and DISH Network's NFL Network campaign has been so successful we are continuing it through November 30, 2006 (it had originally been planned to end October 14, 2006). Don't forget that NFL Network will broadcast eight exclusive games, the first one airing on Thanksgiving Day!
 - The DISH Network NFL Network campaign will be extended in the eight markets listed below. Take advantage of the increased media coverage in these areas by advertising your company name and help make your phone ring even more!
 - Austin, Texas, with Drew Bledsoe of the Dallas Cowboys
 - Birmingham, Alabama, with Tiki Barber of the New York Giants
 - Columbus, Ohio, with Tiki Barber of the New York Giants
 - Madison, Wisconsin, with Kabeer Gbaja-Biamila (KGB) of the Green Bay Packers
 - Moline, Illinois, with Tiki Barber of the New York Giants
 - San Antonio, Texas, with Drew Bledsoe of the Dallas Cowboys
 - Springfield, Missouri, with Tony Gonzalez of the Kansas City Chiefs and Marc Bulger of the St. Louis Rams
 - St. Louis, Missouri, with Marc Bulger of the St. Louis Rams
- **New Q4 HD Marketing Campaign – Live It. DishHD. – Effective October 15, 2006 through January 31, 2007** – DISH Network will begin a new marketing campaign for Q4 2006 centered on HDTV. While still maintaining our very successful core message that we have the lowest-priced all-digital programming in America, the new HD campaign will help to rev up interest in HDTV during the upcoming fall selling season and into the holidays!
 - Don't forget to always ask customers the HD question – Do you own an HD television?
 - Research shows that about 40% of people who own HDTVs do not subscribe to HD programming because they may not know that it is part of the HD experience, along with having the proper HD hardware such as the right receiver and antenna. Be a hero by helping your customer realize the full value of their HDTV! With DishHD, the customer will get the TV experience they were expecting.
 - The opportunity for you to increase your sales has never been better! HDTVs are selling at a record pace. Research firm Kagen Media reported that sales of digital TVs were up 101% year-over-year in May 2006, and estimates that HDTVs will be a hot item for the approaching gift-giving season.
 - Attracting and selling to HD customers can bring you several benefits, including:
 - Potentially lower rate of churn for customers who subscribe to HD programming.
 - Opportunities to provide HD customers with customized installations.
 - Additional accessory sales opportunities for cabling, universal remotes, etc.
 - May be eligible for \$50.00 HD Residential Activation Incentive through January 31, 2007.

- DISH Network has the largest selection of HD programming in the market today – DishHD packages can satisfy many passions:
 - Sports: ESPN, ESPN2, WorldSport, RushHD, HDNet, TNT, and Universal HD.
 - Lifestyle and Cooking: Food Network HD, HGTV HD, and Ultra HD.
 - Movies: FilmFest, WorldCinema, TNT, HDNet Movies, Universal HD, Monsters, Kung Fu, HBO HD, Showtime HD, and Starz HD.
- Retailer Q4 HD Marketing Campaign Materials – Marketing materials will help to convey the immersive experience of HD to consumers, as well as its rich, clear, and lifelike visual and audio qualities. The tagline on the marketing materials will read “Live it. DishHD.” Images in the advertising materials will aim to inspire emotion, and will be pulled from DISH Network’s large lineup of HD programming.
 - Q4 Retailer Marketing Kits – Arriving the first week of November 2006. Please contact your authorized hardware provider for details. Kit materials will include the following HD-themed materials:
 - Banners
 - Posters
 - Counter Cards
 - Brochures
 - Retailer Care Site – Q4 HD marketing materials are located on the Retailer Care Site in the Info Center → Sales and Marketing Tools → Advertising Materials → HD Marketing Materials. Marketing materials will include:
 - Ad Slicks
 - Direct Mail
 - Door Hangers
 - Radio Scripts
 - TV Spots – *(Available on DishSTUFF in November 2006).*
- **DISH Network Authorized Retailer Logo – Effective January 1, 2007** – In an effort to help differentiate your marketing campaigns from DISH Network’s corporate initiatives, and also to help you brand yourself as the DISH Network expert in your community, we have created a DISH Network Retailer logo for you to use in your advertising initiatives.
 - Through December 31, 2006, the Retail Marketing Co-op Team will continue to review and approve eligible Retailer requests that include either the new Authorized Retailer logo or the standalone DISH Network logo. Effective January 1, 2007, only eligible requests for Co-op pre-approvals that incorporate the Authorized Retailer logo may be approved.
 - For eligible marketing and advertising activities, through January 31, 2007, Retail Services Co-op Claims Team will process and approve eligible claims that include either the new Authorized Retailer logo or the standalone DISH Network logo. Effective February 1, 2007, eligible advertising activities may only be approved for Co-op claims if the new Authorized Retailer logo is used.
 - The DISH Network Authorized Retailer logo is currently available in both a color and a black and white version on the Retailer Care Site. Look in the Info Center → Sales and Marketing Tools → Advertising Materials → Build Your Own Materials.
 - The logo will also be incorporated within the pre-approved ads that we post to the Retailer Care Site.

High-Speed Internet

- **DISH Network DSL Sales** – Launched on September 21, 2006 – Many Retailers are successfully using the DISH Network DSL Sales link, previously announced as the GetConnected tool, on the Retailer Care Site (RCS). DISH Network DSL Sales provides you with the ability to present new and existing customers with DSL offers, and can also potentially provide you with additional revenue.

- **Order Status Report and Customer Look Up and Order Generation** – We plan to launch additional tools to help you with DISH Network DSL Sales, including the ability to look up customer status information using an online Order Status Report. Another tool planned to launch soon will provide functionality that can generate DSL offers and orders separate from the existing R*Connect workflow using a “Customer Look Up and Order Generation” link. An alert will be posted as soon as these two tools become available on the RCS.
- **DISH Network DSL Sales – Helpful Tips**
 - **Use customer’s home phone, not cell phone, during qualification** – Since the DISH Network DSL Sales tool searches for available services based on a customers’ phone number and address, it is important to use their home phone when qualifying them. Using their cell phone may result in no services being found.
 - **If your DSL search results indicate “No services found”** – In this case, you may try a new search by clicking on “New Search” in the upper left-hand corner of the screen. This will return you to the starting screen where you can enter the customer’s phone number, address, and ZIP code. If the customer only has a cell phone number, you can check the box labeled “I don’t have a home phone” and try another search.
 - **Make sure to use the DSL sales tool on the Retailer Care Site** – To qualify and set up customers for DSL, make sure to use the link on the Retailer Care Site; do NOT use the link on the consumer web site www.dishnetwork.com. Using the link on the Retailer Care Site will also help to ensure that your eligible sales and activations are attributed to your company.
 - **Direct any customer question after order submission to the DSL service provider** – For example, if a customer has a pending DISH Network DSL Sales order and has a question regarding the status of their order or installation, please direct them to their DSL service providers.
 - Job Aid, “Internet Service Provider Contact Information,” is posted on the Retailer Care Site in the Info Center → Hot Topics → DISH Network DSL Sales. In this same section, you can also find other Job Aids including how to complete a DSL sales order, Internet privacy settings, ad slicks, and Business Rules.
- **DISH Network High-Speed Internet powered by WildBlue** – Please look forward to an Important Notice dedicated to the launch of DISH Network’s High-Speed Internet powered by WildBlue. It will outline details around the customer offer, target markets and marketing support, installation training, order creation work flow, and more.

Multi-Cultural News

International Programming

- **Arabic Language**
 - **New Arabic-Language Channel from Dubai – Dubai Sports – Effective September 14, 2006**
 - **Dubai Sports** – A 24/7 sports channel broadcasting from Dubai, Dubai Sports has become one of the leading sports channels in the Arab world. Its distinguished sports programming includes coverage of major soccer leagues from different continents, International speed boat racing, horse racing and more.

Dubai Sports Channel - Effective September 14, 2006			
Channel Number	Orbital Location	Available Within	Price
659	61.5°/148°	Arabic Elite Super Pack	\$39.99/mo.

- **Urdu Language**

- **Two New Urdu-Language Channels from Pakistan – Indus Vision and Indus Music – Effective September 14, 2006**

- **Indus Vision** – A general entertainment channel, this channel is one of Pakistan's best sources for dramas. It comprises a strong lineup of the best in Urdu programming that includes dramas, sitcoms, entertainment & magazine shows, cooking shows, awards, fashion shows, talk shows, television films, kid's programming, music and lots more for the entire family to enjoy!

Indus Vision - Effective September 14, 2006			
Channel Number	Orbital Location	Available in	Price
678	61.5°/148°	Pak Mega Pack	\$39.99/mo
		Pick Any Two	\$24.99/mo
		A La Carte	\$14.99/mo

- **Indus Music** – Indus Music is Pakistan's No. 1 music channel bringing the best in Urdu music around-the-clock! Indus Music has interactive VJ's, celebrity interviews, comic fillers, theme shows and live concerts, and it is the home of the only Pakistani music industry awards.

Indus Music - Effective September 14, 2006			
Channel Number	Orbital Location	Available in	Price
674	61.5°/148°	Pak Mega Pack	\$39.99/mo.
		Pak Music Pack	\$7.99/mo

- **Pak Mega Pack – New Urdu-Language Entertainment Package – Effective September 14, 2006** – With the launch of our two new channels, Indus Vision and Indus Music, we have adjusted our Urdu-language packages to offer more value to our customers. Pak Mega Pack has replaced Pak Super Pack, effective September 14, 2006.

- **Pak Super Pack (No longer available to new customers)** – Effective September 14, 2006, Pak Super Pack is no longer available to new customers. However, existing customers already subscribing to Pak Super Pack may continue to do so for the same channels and price.
- **Pak Mega Pack (New package)** – Effective September 14, 2006, Pak Mega Pack replaced Pak Super Pack, and Pak Super Pack will no longer be available for new customers.

Pak Super Pack – Effective September 14, 2006 No longer available to new customers		Pak Mega Pack – Effective September 14, 2006 New Urdu-language package	
3 Channels	Ary Digital	6 Channels	Ary Digital
			Ary One World
	Ary One World		Indus Vision
			Indus Music
Geo TV	PTV		
	The Musik		
Price:	\$34.99/mo.	Price:	\$39.99/mo.

DishLATINO

- **New DishLATINO Marketing Materials** – All new DishLATINO pieces have been created around three key themes that are significant to the Latino market.
 - **Three key creative themes carried throughout DishLATINO Q4 marketing materials:**
 1. **The Union of European Football Associations (UEFA) Champions League** – This is an annual soccer competition for one of the most successful soccer clubs in Europe. It is one of the most prestigious club trophies in the sport, along with America's Copa Libertadores, and has a global audience of more than one billion people.
 2. **Family**
 3. **Hispanic heritage**
 - **Q4 2006 Latino Marketing Kit Materials** – Available on DishSTUFF. All pieces are also available on the Retailer Care Site including ad slicks.
 - Each DishLATINO marketing kit includes:
 - Three styles of tear pads, two styles of flyers, two styles of posters, one style of channel lineup cards, and two styles of door hangers.

DishLATINO Marketing Materials – Available on DishSTUFF		
Item	Quantity	Price
Tear Pad	50 sheets per pad	\$2.24
Flyers	100 sheets per pack	\$1.35
Posters	2 posters	\$2.12
Channel Lineup Cards	50 cards per pack	\$1.79
Door Hangers	50 hangers per pack	\$2.35

- **DishLATINO Retailer Marketing Kit Distribution** – If you would like to request to be placed on our distribution list to receive a DishLATINO Retailer Marketing Kit for Q1 2007, send an email to latinoretailer@echostar.com by December 1, 2006. Please note that this is a one-time opportunity for Retailers with less than 10 sales per month. In the email, please make sure to include the following information:
 - OE Number
 - Company Name
 - Contact Name
 - Shipping Address
 - Phone Number
 - Monthly Latino Sales

Programming

- **New Standard-Definition Local Markets**
 - **Odessa-Midland, Texas, DMA – Effective September 21, 2006** – New Local Network Programming package launched on DISH Network!
 - Price: \$5.99/mo., or \$5.00/mo. with qualifying programming.

Odessa-Midland, TX, DMA Local Market- Effective September 21, 2006			
Station	Affiliate	Local Channel	DISH Network Channel
KMID	ABC	2	8389
KOSA	CBS	7	8390
KWES	NBC	9	8391
KPEJ	FOX	24	8392
KWWT	The CW	30	8393
KPBT	PBS	36	8394
KUPB	UNVSN	18	8395
KMLM	IND	42	8396
KTLE-LP	TMNDO	20	8397
Located at the 110° orbital location.			

- **Rochester, Minnesota, Mason City, Iowa, Austin, Minnesota, DMA – Effective September 21, 2006 –**
New Local Network Programming package launched on DISH Network!
 - Price: \$5.99/mo., or \$5.00/mo. with qualifying programming.

Rochester, MN, Mason City, IA, Austin, MN, DMA Local Market - Effective September 21, 2006			
Station	Affiliate	Local Channel	DISH Network Channel
KAAL	ABC	6	8242
KIMT	CBS	3	8243
KTTC	NBC	10	8244
KXLT	FOX	47	8245
KSMQ	PBS	15	8246
KYIN	PBS	24	8247
Located at the 110° orbital location.			

- **Beaumont-Port Arthur, Texas, DMA – Effective October 12, 2006 –** New Local Network Programming package launched on DISH Network!
 - Price: \$5.99/mo., or \$5.00/mo. with qualifying programming.
 - Please note that the ABC affiliate will not be included with the launch of this market. Until DISH Network is able to offer all of the Big 4 stations (ABC, CBS, NBC and FOX), subscribers of this package will see a \$1.00 adjustment on their billing statement each month.

Beaumont-Port Arthur, TX, DMA Local Market - Effective October 12, 2006			
Station	Affiliate	Local Channel	DISH Network Channel
KFDM	CBS	6	8444
KBTB	NBC	4	8445
KUIL	FOX	64	8446
KITU	TBN	34	8447
PBS	PBS	60	8448
Located at the 110° orbital location. Please note that currently, ABC is not available in this package.			

- **Standard-definition Local Markets to launch by the end of 2006:**
 - Bangor, Maine
 - Butte-Bozeman, Montana
 - Dothan, Alabama
 - Harrisonburg, Virginia

- Palm Springs, CA

- **High-Definition Local Network Add-Ons**

- **San Diego, California – Effective October 4, 2006** – XETV, a FOX station, was added to the San Diego, California, HD Local Network Programming package at no additional charge.
 - Local channel 6
 - DISH Network Channel 6410
 - 110° orbital location
- **HD Local Network Programming - Reminder**
 - Customers receive both their standard-definition and high-definition channels as part of their locals package (where available).
 - An MPEG-4/ViP series receiver is required along with the applicable antenna to view HD locals (where available).
 - A \$6.00 HD Enabling fee applies to each HD receiver activated but will be waived if the customer subscribes to a qualifying HD programming package (DishHD Bronze, DishHD Silver, DishHD Gold, or DishHD Platinum). As a result, customers who purchase only HD locals may be subject to this fee.

- **New Standard-Definition Programming**

- **Adult Programming Updates – Effective October 11, 2006** – Four brand new channels (please see below) have been added to DISH Network's current line up of adult programming that includes TEN (channel 495), TENClips (channel 494), and TENXtsy (channel 496). As before, all adult channels are available for Pay-Per-View (PPV) purchase and most are also available as monthly or annual subscriptions. Please note that a new subscription package combining both Jenna Jameson's Club Jenna and Shorteez is now available at an annual subscription price of \$417.89, or a monthly subscription price of \$37.99.
 - **More information** – For more information, you can also go to www.dishnetwork.com/ppv and click on the 'Adult' link on the left side of the page.
 - **New Adult channels include:**

New Channel	Channel Number	Annual Subscription Price	Monthly Subscription Price	90-Minute Block PPV Price
Jenna Jameson's Club Jenna	486	\$307.89	\$27.99	\$11.99
Shorteez	487	\$252.89	\$22.99	\$10.99
SpiceXcess	492	\$307.89	\$27.99	\$11.99
Fresh	499	\$307.89	\$27.99	\$11.99

- **Two channels are no longer available – Effective October 11, 2006** – Spice Ultimate and Private Fantasy are no longer available.
- **Changes to Adult Showcase – Effective October 11, 2006** – The channels now available within Adult Showcase include: Club Jenna, Shorteez, SpiceXcess, TEN and TENClips.
 - **Price:** Customers get access to all five channels within Adult Showcase for up to three hours for \$17.99.

- **Updates to Standard-Definition Programming**

- **ReelzChannel – Launched on DISH Network – September 27, 2006 – Located at 119° Orbital Location**
 - ReelzChannel is the network for movie fans. They don't show movies, they make shows about movies.
 - Packages – AT60 and higher; DishHD Bronze and higher; and DishLATINO Max and higher.
 - Channel 299.
 - 119° orbital location (NOT 110° orbital location as previously announced).

- **OLN changed its name to Versus – Effective September 25, 2006** – OLN will now be known as Versus. Versus is the center of competition, and the only cable network celebrating competition in all its forms. The network provides an anytime destination for people to satisfy their primal need for competition with in-depth coverage of exclusive live events and original programming including NHL, America's Cup, Field sports, Professional Bull Riders (PBR), The Tour de France, Mountain West Conference College Football and more.

Versus (previously known as OLN) - Effective September 14, 2006		
Channel Number	Orbital Location	Available Within
151	110°	AT180 and higher
		DishHD Gold and higher

- **Updates to SIRIUS Programming**

- **SIRIUS Channel, “The Bridge”, changed programming content and name to “The Who” – Effective September 25, 2006** – This channel features five decades of music by The Who, including rare tracks and live cuts, and SIRIUS-exclusive interviews with band members.

The Bridge, SIRIUS Channel – Effective September 25, 2006		
Channel Number	Orbital Location	Available Within
6010	119°	AT120 and higher
		DishHD Silver and higher
		DishLATINO Dos and higher

- **SIRIUS Channel, “Classic Voices”, changed content and name to “The Metropolitan Opera Channel” – Effective September 25, 2006** – All opera, all the time – all from the Lincoln Center. Experience the best of the Metropolitan Opera, with live broadcasts of the Met's performances each week throughout the 2006-2007 Season. Plus, discover hundreds of re-mastered archival performances from the venue's epic 75-year radio broadcast history.

The Metropolitan Opera, SIRIUS Channel - Effective September 25, 2006		
Channel Number	Orbital Location	Available Within
6085	119°	AT120 and higher
		DishHD Silver and higher
		DishLATINO Dos and higher

The \$6.00/mo. Service Access Fee will be waived for customers who purchase DishFAMILY, AT60, AT120, AT180, DishHD Bronze, DishHD Silver, DishHD Gold, DishHD Platinum, DishLATINO, DishLATINO Plus, DishLATINO Dos, DishLATINO Max or Great Wall TV Package.

Retail Services

- **New EchoStar Retailer Agreements**

- **EchoStar Retailer Agreements expire on December 31, 2006** – This means that if you purchase your hardware from Echosphere, you will need to enter into a new EchoStar Retailer Agreement and any applicable amendments on or before December 31, 2006, to continue to act as an authorized DISH Network Retailer. Applicable amendments may include the DHPP Amendment or the Retailer Referral Amendment.
 - **Use Online Agreement Process – Available Soon** – You will not need to mail in physical copies of your agreement and any applicable amendments if you use the Online Agreement Process, which is planned to be available soon on the Retailer Care Site. Enter into a new agreement and any applicable amendments by going to the Retailer Care Site → Home Page → Agreement Notices.
 - **Job Aid** – We will have a Job Aid to help walk you through the process. It will be located on the Retailer Care Site → Hot Topics → Job Aids.

- **Telemarketing - Reminder**

- We would like to remind you of EchoStar's policy on telemarketing. Your Retailer Agreement prohibits you from violating any applicable laws, including without limitation in connection with the telemarketing of DISH Network products and services.
 - Authorized Retailers who engage in telemarketing should familiarize themselves with applicable federal, state, local and other laws, including without limitation state "No-Call" statutes and Telephone Consumer Protection Acts.
- Additionally, your Retailer Agreement provides that your relationship with EchoStar is that of an independent contractor. Retailers are not agents or employees of EchoStar and should not represent that they are agents or employees of EchoStar at any time and for any reason, including without limitation in connection with telemarketing activities.
 - For example, a statement by a phone solicitor that they are calling "on behalf of DISH Network" constitutes a breach of your Retailer Agreement and Trademark License Agreement.
- EchoStar takes telemarketing violations very seriously. We work with law enforcement officials at all levels to identify those in violation of this policy.
- Failure to comply with applicable laws could, among other things, lead to the termination of your Retailer Agreement, subject you to criminal and civil liability, and obligate you to defend and indemnify EchoStar in any civil or criminal lawsuit brought against EchoStar in connection with such activities.
- To report any such activities, please email all pertinent information to vendorinquiries@echostar.com.

- **TiVo Lawsuit Update**

- A press release was sent October 3, 2006, regarding an update on the TiVo Inc. lawsuit:
 - The Federal Court found that EchoStar has a 'substantial case on the merits' and blocked the Texas decision for the duration of the appeal.
 - This reinforces our belief that the Texas court made significant errors during the trial process and we look forward to complete vindication of our position.
 - As a result of the Court action, our customers will not be disrupted and all of our DVR models will continue to be available through authorized hardware providers.
 - For the full press release, please refer to the consumer web site at:
www.dishnetwork.com/content/aboutus/presskit/press/index.shtml.

- **Amnesty Redeployment Process – Now Extended through January 31, 2007** – Fantastic news! The Amnesty Redeployment Process, which was set to expire September 30, 2006, has been extended through January 31, 2007! Take advantage of this great program to allow you to return working receivers back into the field without having to send them to the Service Department and possibly incur a testing fee.
 - Amnesty Redeployment Process Business Rules are located under Info Center → Service, Hardware and Technology → Service Business Rules.
 - The associated forms for the Amnesty Program can be found under Business Center Utilities → Return Authorization → Amnesty Request Form.

Tech News

- **Installation Reference Handbook – Updated Pages and an Electronic Copy of the Full Handbook are Now Available on the Retailer Care Site**
 - **Updated Pages** – If you have a hard copy of the Installation Reference Handbook, you can print new updated pages to add to your handbook. They are available on the Retailer Care Site in the Info Center → Service, Hardware and Technology → Installation → Installation Reference Handbook → Hard Copy Handbook Updates.
 - Primarily, we've updated the way we depict the diplexers in all drawings, and have also provided new additional documents about using diplexers, programming the extended remote addresses 17-31, and how to change TV1 IR to UHF Pro based on the receiver model.

- **Electronic Copy of the Installation Reference Handbook** – If you do not have a hard copy of the Installation Reference Handbook, you can now download and print an electronic copy of it! You will be able to view each chapter and print them – the chapters listed include all of the latest updates. They are located on the Retailer Care Site in the Info Center → Service, Hardware and Technology → Installation → Installation Reference Handbook → Latest Installation Reference Handbook.
 - When you visit the Retailer Care Site to view these new items, please be sure to notice that there is more than one page of information. Look to the far right to see if there is an arrow and click it to allow you access to more posted materials.

2007 Retailer Incentive Trip

- **Four Seasons Resort in Punta Mita, Mexico** – The 2007 Retailer Incentive Trip winners will be awarded a trip to Punta Mita, Mexico, at The Four Seasons Resort from April 15, 2007 through April 21, 2007. The contest period is December 1, 2005, through November 30, 2006.
 - Located 26 miles from Puerto Vallarta, Punta Mita offers white-sand beaches edged by clear blue water, and boasts the best diving and snorkeling along the Banderas Bay coastline.
 - DISH Network guests will stay in tile-roofed Mexican-style casitas set along the coast and can enjoy beachfront dining. Guests can also participate in deep-sea fishing, seasonal whale watching, a round of golf at the Jack Nicklaus ocean-side course, a relaxing afternoon at the spa and a variety of other recreational activities.
- **Top 75 Pace** – Currently, the top 75 pace for next year's trip is 2,775 activations!
- **2007 Incentive Trip Business Rules** – For more details regarding the 2007 Retailer Incentive Trip, please refer to the Business Rules which are posted to the Retailer Care Site under Info Center → Retailer Services and Business Tools → BUSINESS RULES → Other Business Rules and Disclosures → 2007 Incentive Trip.

DISH Network 2007 Team Summit

- Next year's Team Summit will be held May 3, 2007, through May 6, 2007 in Dallas, Texas, at the Gaylord Texan. We hope to see you there. Please look for more information in future Facts Blasts!

Upcoming Shows

- **DishLATINO Retailer Chat** – Tuesday, October 31, 2006, 12PM (Noon) ET on Channel 999.
- **Tech Forum** – Monday, November 13, 2006, 12PM (Noon) ET on Channel 999.
- **Retailer Chat** – Tuesday, November 14, 2006, 12PM (Noon) ET on Channel 999.
- **Retailer Chat Replays** – On Channel 999, rotated with valuable training videos.

Thanks for Supporting DISH Network!

Erik Carlson

Senior Vice President – Sales/Retail Service

The above represents a brief description of certain terms and conditions applicable to each of the Promotional Programs named in this Facts Blast. Additional and/or different terms and conditions may apply as set forth in the Business Rules (if any) specific to each such Promotional Program, other applicable Business Rules and/or the terms and conditions of your governing Retailer Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in any applicable business rules posted on the Retailer Care Site and the terms and conditions set forth above, the terms and conditions of such business rules posted on the Retailer Care Site shall be controlling.

Subject to and in accordance with the terms and conditions of each participating Retailer's Retailer Agreement and applicable business rules, with respect to hardware purchased by a retailer from Echosphere L.L.C. ("Echosphere"), all Equipment Discounts and other incentive payments shall be paid by EchoStar Satellite L.L.C. With respect to hardware purchased by a retailer from an authorized distributor, any and all Equipment Discounts and other incentive payments shall be paid by the authorized distributor in accordance with and subject to the terms and conditions of your applicable agreement(s) with such distributor. Notwithstanding anything set forth herein to the contrary, any and all references herein to Equipment Discounts and/or other incentives apply solely and exclusively to retailers who purchase their hardware from Echosphere.

EXHIBIT 313

EXHIBIT 313

JA009180
008016

TX 102-008442

Message

From: Moskowitz, David [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=DAVID MOSKOWITZ]
Sent: 10/18/2006 6:38:49 PM
To: Ergen, Charlie [charlie.ergen@echostar.com]
CC: DeFranco, Jim [jim.defranco@echostar.com]
Subject: Travel

Charlie,

I plan to go visit O/E retailers the week of November 13th - assuming Jim is O.K. with it. I want to hear more about how they operate, how they see the business, just get to know them better (maybe play a round of golf with one of them), and talk to them about Do Not Call/Call Center issues.

If the company plane is available that week, I would check whether others want to make the rounds to the same people or places. If not, I will just proceed on my own without coordination with others. So, the simple question is whether the plane will be available all of that week, to visit several different locations?

Please let me know.

Thanks,

David

JA009181
008017

SLC_ DNC_Investigation_0006079
TX 102-008443

EXHIBIT 314

EXHIBIT 314

JA009182
008018

TX 102-008444

Message

From: Musso, Reji [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=REJI.MUSSO]
Sent: 11/7/2006 6:24:47 PM
To: Werner, Bruce [bruce.werner@echostar.com]
Subject: FW: Your Free Dish
Attachments: \$25,500 fine ordered against Vitana in 2004.doc; Consumer complaint with rebuttal by DTV saying they termed the retailer.doc

Reji J. Musso

Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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From: Dufault, Ron
Sent: Thursday, September 21, 2006 12:41 PM
To: Vallejos, Lisa
Cc: Musso, Reji
Subject: RE: Your Free Dish

Yes, I just cracked it.

It is SATELLITE SYSTEMS NETWORK OE# 821970
Owner is ALEX TEHRANCHI
They were fined \$25,500.00 by North Carolina in 2004 for TCPA violations.
I've attached a couple documents for your reading pleasure.

THANKS

Ron Dufault
Retail Services
EchoStar Satellite L.L.C.
303-723-3244

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-----Original Message-----

From: Vallejos, Lisa
Sent: Thursday, September 21, 2006 11:13 AM
To: Dufault, Ron
Subject: FW: Your Free Dish

Hey Ron,

JA009183
008019

SLC_ DNC_Investigation_0008766
TX 102-008445

Did you have any luck finding who the retailer is tied to the website listed below?

Reji asked you about it yesterday.

Thank You,
Lisa Vallejos
DISH Network
Retail Services - Risk Management

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-----Original Message-----

From: Musso, Reji
Sent: Thursday, September 21, 2006 11:12 AM
To: Vallejos, Lisa
Subject: RE: Your Free Dish

I saw this yesterday – I think Ron was going to try to find the owner.

Reji J. Musso
Manager - Retail Services
303.723.3262 (tel)
reji.musso@echostar.com

From: Vallejos, Lisa
Sent: Thursday, September 21, 2006 10:28 AM
To: Musso, Reji
Subject: Your Free Dish

Here is the website that I think Ron was looking into.
It is supposed to have the actual retailer name on it but this one does not.

<http://www.yourfreedish.tv>

Thank You,
Lisa Vallejos
DISH Network
Retail Services - Risk Management

JA009184
008020

SLC_ DNC_Investigation_0008767
TX 102-008446

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JA009185
008021

SLC_ DNC_Investigation_0008768
TX 102-008447

EXHIBIT 315

EXHIBIT 315

JA009186
008022

TX 102-008448

IMPORTANT REMINDER TO INDEPENDENT RETAILERS WHO ENGAGE IN TELEPHONE MARKETING AND SALES OF DISH NETWORK™ PRODUCTS AND SERVICES

Your EchoStar Retailer Agreement prohibits Retailers from violating any applicable laws, including federal and state marketing and telemarketing laws

EchoStar takes consumer satisfaction very seriously. We do not tolerate or condone marketing activities that fail to comply with the Retailer Agreement or applicable state and federal laws. If a Retailer is engaged in any form of telemarketing sales of DISH Network AT A MINIMUM, it must:

- Comply with all applicable state and federal “Do Not Call” laws, including, but not limited to, the **Telemarketing Sales Rule**, the **Telephone Consumer Protection Act**, and any and all state laws governing telemarketing for the state to which calls are placed. Such compliance includes, but is not limited to:
 1. **Subscribe to the federal and applicable state Do Not Call lists.** Retailers should be able to provide the dates of subscription, proof of required updates, and be able to demonstrate their compliance with federal and state laws;
 2. **Maintain an internal Do Not Call list.** If a consumer requests that you cease calling them, you are required to place their number on your internal Do Not Call list and no longer contact that number, **regardless of whether that consumer previously gave their consent for you to contact them.** This statement applies even if a phone number is not on the federal or state Do Not Call list;
 3. **Maintain current Do Not Call documentation:**
 - a. **Do Not Call Policy.** You must maintain your own written “Do Not Call Policy” which should be made available in accordance with the law to those consumers who request it;
 - b. **Do Not Call Procedures.** You must be able to provide documentation describing your process for compliance with Do Not Call laws, **including written employee training documents**;
 4. **Retain call records.** You should be able to produce documentation for each and every outbound call placed by you or on your behalf by a third party (see below for restrictions):
 - a. **Lead and existing business relationship records.** You should be able to prove the reason for calling a number listed on a Do Not Call list with proof of lead generation, existing business relationships, etc. and the applicable dates that support the calls were placed in compliance;
 5. **Comply with all state and federal legal requirements governing pre-recorded messaging.** These laws may vary by state. EchoStar strongly discourages the use of pre-recorded messages or solicitations. In the event that state or federal laws permit you to engage in pre-recorded messaging you should ensure that you strictly comply with such laws. As you should be aware, some states prohibit pre-recorded calls entirely and you must comply with the laws of the state(s) to which your calls are placed;

For More Information:

- The **Federal Communications Commission** publishes information about the rules and regulations related to telephone and facsimile advertisements: <http://www.fcc.gov> and the **Federal Trade Commission** publishes information about rules and regulations related to telemarketing at <http://www.ftc.gov>.
- Retailers should also be aware that **many state governments** may also regulate marketing, telemarketing, and advertising activities. Retailer should make themselves aware of applicable laws and comply with them.

Your EchoStar Retailer Agreement prohibits hiring or using third-parties to perform any activity under your agreement without EchoStar's express written consent in advance. This includes hiring third parties, such as a marketing or telemarketing company, to perform any activity on your behalf.

- Retailers are prohibited by their Retailer Agreement from hiring or using third-parties, independent contractors, agents, sub-agents, companies, or any other person or entity— including telemarketers —to solicit, take, or transmit any orders for DISH Network products or services, **unless such third party is APPROVED IN ADVANCE IN WRITING BY ECHOSTAR.**
- It is also a violation of the **Trademark License Agreement** in your Retailer Agreement to **transfer, sublicense, or otherwise grant any third-party any right to use an EchoStar trademark, service mark, or trade name, including the DISH Network name.**
- To request that a vendor be approved or to request your ability to use an approved vendor, please send an email to Retail Services at vendorinquiries@echostar.com

NO RETAILER IS PERMITTED TO REPRESENT ITSELF AS DISH NETWORK.

The Retailer Agreement clearly provides that your relationship with EchoStar is that of an independent contractor. Your outbound and inbound call agents **MUST** identify the company that they work for. **AGENTS MAY NOT SAY THAT THEY WORK FOR DISH NETWORK.**

Failure to comply with the obligations in your EchoStar Retailer Agreement, applicable state and federal laws, and the cautionary statements in this document could lead to disciplinary action against you by EchoStar, up to and including termination.

Thank You for Supporting DISH Network.

JA009188
008024

SLC_ DNC_Investigation_0001157
TX 102-008450

EXHIBIT 316

EXHIBIT 316

CONFIDENTIAL

Message

From: Ergen, Charlie [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=CHARLIE ERGEN]
Sent: 11/10/2006 12:27:56 PM
To: Moskowitz, David [david.moskowitz@echostar.com]
Subject: FW: Unresolved Telemarketing Calls
Attachments: dish11-10-06.ltr.wpd

Wht is this?

Are we on top of this...we need to nip any of this in the bud at the first indication that someone is violating anything...i assume this is not echostar calling but we need to try and find out who is and sue them
C

privilege

-----Original Message-----

From: Melissa Wallace [mailto:mebbyw@msn.com]
Sent: Friday, November 10, 2006 9:03 AM
To: Ergen, Charlie; Moskowitz, David; Steele, Dana
Cc: mebbyw@msn.com
Subject: Unresolved Telemarketing Calls

We have received 33 telemarketing calls in violation of our 8/15/02 do not call request with Echostar. Dana Steele has been less than helpful in trying to resolve these matters. Please see attached for specific details.

CONFIDENTIAL

JA009190
008026

Confidential

SLC_ DNC_Investigation_0002680
TX 102-008452

EXHIBIT 317

EXHIBIT 317

CONFIDENTIAL

TO: CHARLIE ERGEN
ECHOSTAR

PHONE: 303-723-1000
FAX: 303-723-1099

CC: DAVID MOSKOWITZ
FAX: 303-723-1699

CC: DANA STEELE
FAX: 303-723-2571

FROM: MELISSA WALLACE
PHONE ONLY: 801-619-0208

DATE: NOVEMBER 10, 2006

REGARDING: UNRESOLVED TELEMARKETING CALLS

To date, we have received 33 telemarketing calls in violation of our 8/15/02 do not call request with Echostar. We have been able to settle with the retailers involved in 19 of the calls, however 14 calls remain unresolved.

We have repeatedly provided detailed information about the unresolved calls and the retailers involved to Dana Steele. We have provided Ms. Steele with audio recordings of many of the calls. We have advised Ms. Steele that the retailer and individuals involved in call 29 (United Satellite f/k/a Global Satellite and Mavcomm run by William King) are notorious telemarketing offenders and are listed as Defendants in the case of FTC v. DIRECTV. We have advised Ms. Steele that Echostar can be held liable for the illegal actions of its retailers under agency law if Echostar knows of such acts and refuses to terminate its relationship with such entities. We have advised Ms. Steele that we will not pursue litigation against Echostar if we are able to resolve the calls where we can identify the retailer involved. Ms. Steele has been less than helpful and evasive despite our efforts, therefore we are asking for your assistance.

The following calls remain unresolved:

Call 1 - 6/19/03 - Call from Bridge Capital/Satellite Systems Network/Alex Techranchi
Call 2 - 6/16/04 - Call from Bridge Capital/Satellite Systems Network/Alex Techranchi
Call 3- 6/29/04 - Call from US Satellite, Carson City Nevada
Call 4 - 7/19/04 - Call from US Satellite, Carson City Nevada
Call 5 - 8/15/04 - Echostar retailer never identified
Call 7 - 5/17/05 - Echostar retailer never identified
Call 9 - 12/6/05 - Call from DBS Satellite/Direct Broadcast LTD/Glenn Ellsworth
Call 10 - 12/7/05 - Call from DBS Satellite/Direct Broadcast LTD/Glenn Ellsworth
Call 11 - 12/21/05 - Echostar retailer never identified
Call 25 - 7/13/06 - ITN Distribution/Allson Stuart
Call 29 - 8/11/06 - United Satellite and William King (f/k/a Global Satellite and Mavcomm)
Call 31 - 9/14/06 - Aloha Communications
Call 33 - 10/3/06 - JSR Enterprises
Call 34 - 10/3/06 - JSR Enterprises

CONFIDENTIAL

JA009192
008028

CONFIDENTIAL

Ms. Steele has provided contact information for United Satellite, Aloha Communications and JSR Enterprises. We have attempted to contact these entities but have been unsuccessful in our attempts to resolve things. Ms. Steele has failed to provide the contact information for the following retailers despite our repeated requests:

- Bridge Capital/Satellite Systems Network/Alex Techranchi
- US Satellite
- DBS Satellite/Direct Broadcast LTD/Glenn Ellsworth
- ITN Distribution/Alson Stuart

Therefore, we are asking that Echostar provide us with any past or current information that it has for the above listed entities. We know that Echostar has strongly encouraged several of these entities to resolve similar matters in the past. We ask that Echostar utilize this same influence again. We ask that we finally receive the requested contact information and an official written response from Echostar regarding the status of all of the retailers outlined in this fax and Echostars efforts to resolve these matters with these retailers. We ask that Echostar provide this information by Friday November 17, 2006. If we do not receive this information by the deadline established then it will be understood that Echostar has knowingly continued relationships with entities involved in illegal telemarketing and that Echostar has refused to assist us in resolving these matters.

CONFIDENTIAL

JA009193
008029

Confidential

SLC_ DNC_Investigation_0002682

TX 102-008455

EXHIBIT 318

EXHIBIT 318

CONFIDENTIAL

Message

From: Musso, Reji [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=REJI.MUSSO]
Sent: 11/20/2006 6:23:59 PM
To: Steele, Dana [dana.steele@echostar.com]; Origer, Robb [robb.origer@echostar.com]; Neylon, Brian [brian.neylon@echostar.com]; Carlson, Erik [erik.carlson@echostar.com]; Werner, Bruce [bruce.werner@echostar.com]
CC: Blum, Jeffrey [jeffrey.blum@echostar.com]
Subject: RE: Retailer Termination

So, how about this - we all agree that we will charge Blu Kiwi a \$10,000 PENALTY with no remuneration to any other entity (i.e. BBB) and we can then put this one behind us. I know that Blu Kiwi is eager to bring this to resolution as well.

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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-----Original Message-----

From: Steele, Dana
Sent: Monday, November 20, 2006 4:21 PM
To: Steele, Dana; Origer, Robb; Musso, Reji; Neylon, Brian; Carlson, Erik; Werner, Bruce
Cc: Blum, Jeffrey
Subject: RE: Retailer Termination

I spoke with Jeff. **AC/WP**

-----Original Message-----

From: Steele, Dana
Sent: Monday, November 20, 2006 2:21 PM
To: Origer, Robb; Musso, Reji; Neylon, Brian; Carlson, Erik; Werner, Bruce
Cc: Blum, Jeffrey
Subject: RE: Retailer Termination

PRIVILEGE

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

-----Original Message-----

From: Origer, Robb
Sent: Monday, November 20, 2006 2:16 PM
To: Steele, Dana; Musso, Reji; Neylon, Brian; Carlson, Erik; Werner, Bruce
Cc: Blum, Jeffrey
Subject: RE: Retailer Termination

PRIVILEGE

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

-----Original Message-----

From: Steele, Dana
Sent: Monday, November 20, 2006 2:15 PM
To: Origer, Robb; Musso, Reji; Neylon, Brian; Carlson, Erik; Werner, Bruce
Cc: Blum, Jeffrey
Subject: RE: Retailer Termination

PRIVILEGE

CONFIDENTIAL

JA009195
008031

SLC_ DNC_Investigation_0007586
TX 102-008457

CONFIDENTIAL

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

- Dana

-----Original Message-----

From: Origer, Robb
Sent: Monday, November 20, 2006 1:34 PM
To: Musso, Reji; Neylon, Brian; Carlson, Erik; Werner, Bruce
Cc: Steele, Dana
Subject: Re: Retailer Termination

And if we want to earmark these \$ for BBB support, etc as part of this release.

Robb Origer
Retail Services
P|303.723.1202
F|303.723.2057

-----Original Message-----

From: Musso, Reji
To: Neylon, Brian; Carlson, Erik; Werner, Bruce
CC: Origer, Robb; Steele, Dana
Sent: Mon Nov 20 13:29:21 2006
Subject: RE: Retailer Termination

I just spoke to Dana. REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT AC/WP
AC/WP

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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-----Original Message-----

From: Neylon, Brian
Sent: Monday, November 20, 2006 1:26 PM
To: Musso, Reji; Carlson, Erik; Werner, Bruce
Cc: Origer, Robb; Steele, Dana
Subject: Re: Retailer Termination

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WP

Sent From My Wireless Handheld

-----Original Message-----

From: Musso, Reji
To: Carlson, Erik; Werner, Bruce
CC: Origer, Robb; Neylon, Brian; Steele, Dana
Sent: Mon Nov 20 13:25:15 2006
Subject: RE: Retailer Termination

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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JA009196
008032

SLC_DNC_Investigation_0007587
TX 102-008458

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-----Original Message-----

From: Carlson, Erik
Sent: Monday, November 20, 2006 1:24 PM
To: Werner, Bruce
Cc: Origer, Robb; Neylon, Brian; Musso, Reji; Steele, Dana
Subject: Re: Retailer Termination

I approve.

We need to make sure we are buttoned up on this AND I want to make sure we get PR.

Erik

-----Original Message-----

From: Werner, Bruce
To: Carlson, Erik
CC: Origer, Robb; Neylon, Brian; Musso, Reji; Steele, Dana
Sent: Mon Nov 20 12:41:03 2006
Subject: RE: Retailer Termination

Note: Atlas did NOT provide adequate response to Retail Services for Bob Olive's purchases / complaints.

Comment below was incorrect.

Bruce M. Werner
General Manager of Risk in Retail Services
720.514.5745

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From: Werner, Bruce
Sent: Monday, November 20, 2006 12:35 PM
To: Carlson, Erik
Cc: Origer, Robb; Neylon, Brian; Musso, Reji; Steele, Dana
Subject: Retailer Termination

Erik, I would like to process termination of OE Retailer Atlas Assets.

2 Stings were done by consumer Bob Olive who is on the National Do Not Call Registry. Calls to him are a violation of TCPA.

Atlas did provide adequate response to Retail Services for Bob Olive's purchases / complaints.

70 additional complaints are associated with the two phone numbers identified in the Olive purchases (571)431-1985 and (503)426-3120.

We placed Atlas AP hold November 8 and they remain on hold today.

Robb, Dana and Brian have approved this recommendation.

Do you approve termination of Atlas Assets?

Bruce M. Werner
General Manager of Risk in Retail Services
720.514.5745

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CONFIDENTIAL

JA009197
008033

SLC_DNC_Investigation_0007588

TX 102-008459

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JA009198
008034

SLC_ DNC_Investigation_0007589
TX 102-008460

EXHIBIT 319

EXHIBIT 319

JA009199
008035

TX 102-008461

INTENTIONALLY OMITTED

JA009200
008036

TX 102-008462

EXHIBIT 320

EXHIBIT 320



Retail Audit and Risk
9601 S. Meridian Blvd.
Englewood, Colorado 80112

January 17, 2007

Via Facsimile: 262-437-0123

Mr. Jeff S. Hughes, President
Sterling Satellite, a division of
Sterling Commerce Group, Inc.
W175 N11086 Stonewood Drive, Suite B
Germantown, WI 53022

Re: Telemarketing complaints against Jeff Hughes dba Sterling Satellite (hereinafter "Sterling Satellite" or "Retailer")

Dear Mr. Hughes:

This letter (the "Letter Agreement") serves to confirm our understanding that Sterling Satellite shall pay to EchoStar Satellite L.L.C. ("EchoStar") a penalty no less than Fifty Three Thousand Nine Hundred and One Dollars and Zero Cents (\$53,901.00) as reimbursement to EchoStar for its efforts expended investigating alleged violations of Do Not Call laws. Such payment shall be made by Retailer in accordance with the terms and conditions of the EchoStar Retailer Agreement between EchoStar and Retailer effective as of December 31, 2006, as amended (the "Retailer Agreement") and any prior agreements between EchoStar and Retailer. For the avoidance of doubt, reimbursements to be made by Retailer pursuant to this Letter Agreement pertain solely to EchoStar's efforts investigating alleged violations of Do Not Call laws by Sterling and shall in no way affect any other amount(s) otherwise due or owing from Retailer to EchoStar whether now or in the future.

REPAYMENT SCHEDULE

Repayment Due Date	Repayment Amount
February Incentive	\$20,000.00
March Incentive	\$15,000.00
April Incentive	\$18,901.00

All reimbursements hereunder shall be made as offsets to monthly incentive payments.

This Letter Agreement shall not constitute a waiver of any rights and/or remedies EchoStar may now have or may have in the future and shall in no way be construed as an offer of compromise. As such, EchoStar expressly reserves any and all rights and remedies that EchoStar may have, whether arising at law, in equity, under contract or otherwise.

CONFIDENTIAL

If this letter accurately sets forth your understanding of our agreement, please provide your signature in the appropriate space below and return an executed copy of this Letter Agreement to me via facsimile at 720.514.7441 by no later than 5:00 p.m. MST on January 26, 2007 (the "Deadline"). In the event that a copy of this Letter Agreement executed by Retailer has not be received by EchoStar on or before the Deadline in accordance with the foregoing, this Letter Agreement shall be void and of no further force and effect.

Please call me immediately if you have any questions.

Sincerely,

EchoStar Satellite L.L.C.

By:

Brian Neylon
Vice President

Acknowledged and Agreed:

Sterling Satellite

By:

Mr. Jeff S. Hughes,
President

CONFIDENTIAL

JA009203
008039

Confidential/

SLC_ DNC_Investigation_0015009

TX 102-008465

EXHIBIT 321

EXHIBIT 321

INTENTIONALLY OMITTED

JA009205
008041

TX 102-008467

EXHIBIT 322

EXHIBIT 322

JA009206
008042

TX 102-008468

INTENTIONALLY OMITTED

JA009207
008043

TX 102-008469

EXHIBIT 323

EXHIBIT 323

JA009208
008044

TX 102-008470

INTENTIONALLY OMITTED

JA009209
008045

TX 102-008471

EXHIBIT 324

EXHIBIT 324

CONFIDENTIAL

Message

From: Musso, Reji [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=REJI.MUSSO]
Sent: 3/22/2007 4:35:41 PM
To: Blum, Jeffrey [jeffrey.blum@echostar.com]; Steele, Dana [dana.steele@echostar.com]; Hargan, Denise [denise.hargan@echostar.com]
CC: Werner, Bruce [bruce.werner@echostar.com]; Mills, Mike [mike.mills@echostar.com]; Willis, Chris [chris.willis@echostar.com]
Subject: FW: FTC DNC Investigation
Importance: High

Bruce will furnish activation information shortly.

We are still trying to locate the info on Planet Earth relative to OE dates.

Reji Musso
Compliance Manager
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)

From: Willis, Chris
Sent: Thursday, March 22, 2007 2:29 PM
To: Musso, Reji
Subject: FW: FTC DNC Investigation
Importance: High

See below. I'm still trying to find the dates for Planet Earth. Sorry for the delay.

Dish TV Now – **OE Start Date:** Inception of OE Program 01/04 **OE Term Date:** 01/20/06 *[Musso, Reji]* Inactive
OE#915995
Planet Earth (Teichert Marketing) – **OE Start Date:** **OE Term Date:** *[Musso, Reji]* Active OE#25294
Star Satellite (Tenaya Marketing) – **OE Start Date:** 4/4/05 **OE Term Date:** 12/16/05 *[Musso, Reji]* On Hold
OE#1358333
New Edge Satellite – Never on OE *[Musso, Reji]* Active OE#1895271
Vision Quest – Never on OE *[Musso, Reji]* Active OE# 884072

From: Hargan, Denise
Sent: Thursday, March 22, 2007 1:44 PM
To: Musso, Reji; Werner, Bruce; Mills, Mike; Willis, Chris
Cc: Blum, Jeffrey; Steele, Dana
Subject: FW: FTC DNC Investigation
Importance: High

Reji and Company: During our telephone conference with the FTC this afternoon we were asked to provide information specific to the following list of retailers with regard to their status on OE partners. We need to report the following information as soon as possible, please: (1) if they were ever OE partners; (2) if so, when did they become OE partners; (3) when they were terminated from the OE program; (4) when they were terminated as an EchoStar retailer. Thanks very much. Denise

Vision Quest (Brian Cavett);
New Edge Satellite (Dereck LaVictor);
Planet Earth Satellite and Teichert Marketing (Tom Teichert);
Dish TV Now (David Hagen); and
Star Satellite and Tenaya Marketing (Walter E. Meyers).

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Denise L. Hargan, Senior Paralegal
EchoStar Satellite L.L.C.
Direct Line: 720-514-5449
Direct Fax: 303-723-3928

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From: Steele, Dana
Sent: Wednesday, December 13, 2006 11:43 AM
To: Hargan, Denise; Musso, Reji; Origer, Robb; Neylon, Brian; Werner, Bruce
Cc: Blum, Jeffrey
Subject: RE: FTC DNC Investigation

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REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT Thank you,

-Dana

From: Hargan, Denise
Sent: Wednesday, December 13, 2006 11:27 AM
To: Musso, Reji; Origer, Robb; Neylon, Brian; Werner, Bruce
Cc: Steele, Dana; Blum, Jeffrey
Subject: FTC DNC Investigation

Good Morning: As mentioned in our Legal/Retail Services meeting yesterday, I am forwarding a copy of the 12/08/06 letter we received from the FTC as well as a copy of the (proposed) Complaint and (proposed) Stipulated Judgment and Order for Permanent Injunction for your information and files.

I note that at present the FTC has also named the following retailers in the (proposed) Complaint:

Vision Quest (Brian Cavett);
New Edge Satellite (Dereck LaVictor);
Planet Earth Satellite and Teichert Marketing (Tom Teichert);
Dish TV Now (David Hagen); and
Star Satellite and Tenaya Marketing (Walter E. Meyers).

Reji and Bruce: To start, would you please provide me with the complete file (Central Setup) for the retailers listed above, including the executed copy of the retailer agreement. We'll also need any investigation files maintained on these retailers.

Thanks very much.

Denise

Denise L. Hargan, Paralegal
EchoStar Satellite L.L.C.
9601 S. Meridian Blvd.
Englewood, CO 80112
Direct Line: 720-514-5449
Direct Fax: 303-723-3928

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EXHIBIT 325

EXHIBIT 325

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Message

From: Rosenblatt, Meredith [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=MEREDITH.ROSENBLATT]
Sent: 4/10/2007 11:46:09 AM
To: #Echo-Directors [#echo-directors@echostar.com]; #Echo-Inside Sales Mgrs [#echo-insidesalesmgrs@echostar.com]; #Echo-Reg Sales Mgrs [#echo-regsalesmgrs@echostar.com]; #Echo-Business Development Mgrs [#echo-businessdevelopmentmgrs@echostar.com]; #Distributors [distributors@echostar.com]; Carlson, Erik [erik.carlson@echostar.com]; Neylon, Brian [brian.neylon@echostar.com]; Origer, Robb [robb.origer@echostar.com]; Miller, Betsy [betsy.miller@echostar.com]; #Retail_Services_Management [retailservicesmanagement@echostar.com]; #Retail Training [retailtraining@echostar.com]; #Retail Services Strategic Initiatives [retailservicesstrategicinitiatives@echostar.com]; Mohr, David [david.mohr@echostar.com]; Kenner, Lacey [lacey.kenner@echostar.com]; Norgren, Jason [jason.norgren@echostar.com]; Simpson, Rebecca [rebecca.simpson@echostar.com]; Horace, Delano [delano.horace@echostar.com]; Coffman, Andrew [andrew.coffman@echostar.com]; Bourke, Tracy [tracy.bourke@echostar.com]; Pacher, Jennifer [jennifer.pacher@echostar.com]; Bui, Michael [michael.bui@echostar.com]
Subject: Retailer Chat Highlights

All,

Below you will find the highlights from today's Retailer Chat. Please keep in mind that information contained in this email is subject to change.

Do not release this information to anyone outside the company as it contains confidential information.

HD RSNs

- 7 HD Regional Sports Networks have launched in areas across the country
- Customers will be able to receive these at no extra charge if they:
 - ✓ Reside in qualifying areas
 - ✓ Subscribe to AT100+ or higher
 - ✓ Subscribe to Dish**HD**
 - ✓ Have the applicable equipment including a DISH Network MPEG-4/HD receiver
 - ✓ Please note that customers must subscribe to Dish**HD** programming; customers who pay the \$6.00/mo. Enabling Fee because they do not subscribe to Dish**HD** will not be able to view these HD RSNs
 - ✓ As opposed to the standard-definition RSNs on DISH Network that include 24/7 programming, the 7 HD RSNs launched on DISH Network will provide game-only content, and game schedules will vary based on each programmer.
 - ✓ When HD games are not available, the HD RSN channels will display a slate advising customers to check the channel frequently for games. In the event there are two games on at the same time, DISH Network will determine the game that will take precedence.

HD RSNs on DISH Network - Effective April 4, 2007

HD RSNs	Professional Sports Coverage	Channel	Orbital Location
Fox Sports Network Midwest	St. Louis Cardinals, St. Louis Blues	368	129°
Fox Sports Network Rocky Mountain	Colorado Rockies, Utah Jazz	364	129°
Fox Sports Network Southwest	Texas Rangers, Houston Astros, Dallas Stars, Houston Rockets, San Antonio Spurs, Dallas Mavericks	366	129°
Fox Sports Network Prime Ticket	Los Angeles Dodgers, Los Angeles Clippers, Anaheim Ducks	361	129°

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HD RSNs on DISH Network - Effective April 4, 2007			
HD RSNs	HD RSNs	HD RSNs	HD RSNs
Fox Sports Network West	Los Angeles Lakers	367	129°
	Los Angeles Angels		
	Anaheim Ducks, Los Angeles Kings		
Fox Sports Network Florida	Florida Marlins, Tampa Bay Devil Rays,	373	61.5°
	Florida Panthers		
Fox Sports Network South	Carolina Hurricanes, Nashville Predators	370	129°
	Atlanta Hawks, Memphis Grizzlies		
	Atlanta Braves		

Hallmark and Hallmark Movie Channel Reminder

- On April 18th, Hallmark will be available to customers subscribing to AT200 and higher. Currently, it is only available to AT250 customers and Dish**FAMILY** customers.

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- Hallmark is available on Channel 185 from the 110° orbital location
- Additionally, April 18th, Hallmark Movie Channel will be available in AT250. Currently, it is only available in Dish**FAMILY**.
- Hallmark Movie Channel is available on Channel 187 from the 110° orbital location

The Mid-Atlantic Sports Network (MASN)

- Available April 6, 2007
- Available on Channel 432 at the 119° orbital location
- MASN not only carries Major League Baseball with the Nationals and Orioles, but also is home to the Baltimore Ravens.
- Mid-Atlantic Sports Network is the first Regional Sports Network in the mid-Atlantic area owned by two Major League Baseball franchises - the Washington Nationals and Baltimore Orioles.
- MASN features in-game programming enhancements and special access to the teams and their players that only a team-owned RSN can provide.
- This regional sports network will be available at no additional cost to customers that reside in the coverage area and are subscribed to qualifying packages (AT100 Plus and higher, or Dish**LATINO** Dos and higher).
- Customers that subscribe to the Multi-Sport package will also receive these services as additions to their existing subscription.
- An alternate feed (MASN2) for select game coverage not offered on the primary MASN feed will be available on channel 433 at the 119° orbital location.

SportsTime Ohio

- Available April 1, 2007
- Located on Channel 431 from the 110° orbital location
- SportsTime Ohio is a Northern-Ohio Regional Sports Network offered on DISH Network in standard definition. It provides extensive coverage of 130 regular season Cleveland Indian games.
- Prior to April 1st, it included game-only content. Currently Sports Time Ohio offers programming content fulltime 24 hours a day 7 days a week.
- Additional programming caters to Ohio sports fans with year round coverage of the Indians, as well as programming that expands beyond baseball with coverage of the Browns, Ohio State, Cleveland State, golf, and outdoors programming.

Team Summit – Preview Showroom on the Trade Show Floor

- While at Team Summit, if Retailers need to take a break and rest their feet for a few minutes, they can stop by the 2007 Preview Showroom, a 30-seat mini-movie theater in the center of the trade show floor!
- They can get inside the entertainment industry by watching movie trailers and sneak previews of TV shows not yet released, and while there pick up advertising information from our various channel partners.

Team Summit – Friday Evening Excursion – Lone Star Park

- We are happy to announce that Team Summit's offsite Friday night excursion will be at the beautiful Lone Star Park world class horse track, where Retailers will be eating, drinking, and relaxing to live music - on us. Enjoy the pageantry of the horses and the colorful silks of the jockeys.
- All evening, busses will shuttle Retailers to and from the racetrack. While on the shuttle, a video about horse racing basics will play that will teach you how to wager a bet if you're interested and don't know how.
- At the track, an expansive area has been secured exclusively for Team Summit Retailers to relax and mingle - a dinner buffet and bar will be set up there as well.
- Live horse races will take place every 27 minutes with raffles for free horse betting sponsored by HRTV.
- When the horses aren't racing, a local band will entertain you while you are relaxing.

Team Summit Training Seminars Update

- We've made some changes to our seminars just over the past few months since registration opened in mid-November. The changes have been made in order to meet Retailer demand for some classes, while other classes were not nearly as popular.
- We will be sending out an email communication to Retailers from the Team.Summit@EchoStar.com address to explain to them the changes that were made and how they may affect them if they've already registered for their training seminars.
- We will also be sending an email from registration@echo.com with the Retailer's confirmation number so that they may log back in to the Registration Site

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Onsite Workshops

- There will be several special "Onsite Workshops" that will be conducted by experts on general industry topics of interest.
- For example, AT&T will be conducting an onsite workshop on DSL.
- There will be other classes and topics conducted as well.
- Retailers do not have to register for these special training seminars ahead of time on the Team Summit Registration site. Upon their arrival during onsite registration, they will be provided with more information.

Team Summit Roundtable Discussions

- We would like to give Retailers the opportunity to participate in "Retailer Roundtables" that we'll be holding onsite this year.
- Retailers who would like to meet with some of our top executives and a small group of other Retailers to give us their feedback on DISH Network products, services, promotions, programming and Retailer support will be able to fill out a brief survey that we will be sending from the registration@echo.com email address.
 - ✓ The survey will ask for Retailership name, region, number of employees, contact name of their Authorized Hardware Provider, topic of choices for their roundtable discussion, why they believe they would make a good candidate for the Retailer Roundtable, and contact email/phone number
- Topics of choice
 - ✓ Sales and Marketing - This discussion will cover our programming packages, promotions and the marketing tools we provide Retailers to help sell our products.
 - ✓ Retail Services - This discussion will center on how we communicate and train Retailers, and address our Retailer customer service in areas such as disputes, care line, payments and more.
 - ✓ Engineering, Technology & Installation - This will cover the usability of our products, any problems encountered with our receivers, switches, antennas, and what changes we can make to our hardware to make it easier for Retailers to install and manage.
- Unfortunately, we won't be able to include everybody who will be interested, so Retailers should make sure to fill out the survey as soon as they receive it

DISH Network Resource Ranch

- Another new booth on the tradeshow floor this year is the DISH Network Human Resources team
- Our Human Resource (or HR) representatives will be on hand to answer all HR questions and hand out brochures, including recruiting how to's, suggested job interview questions, and other HR resources.
- In addition, HR partners CareerBuilder.com, Sterling Testing Systems (employment and background screening services) and Furst Person (assists call centers in finding, hiring, and retaining employees) will also be on hand to meet with Retailers and answer questions.
- Finally, the HR team will be running a special HR best practices contest for Retailers, so stop by their booth for all the contest details, grab a great give-away and pick up some great HR tips!

Human Resources Seminars at Team Summit

- Additionally, for those Retailers who would like to learn more about Human Resources and managing your employees, we will be conducting two HR training seminars at Team Summit.
- Operations 102 - Simply Better...Communication: How effectively do you communicate information to your employees to help them in their job performance? As a manager/owner, you have the greatest opportunity to impact your business's ability to maximize the impact of information. In this session, you will receive an overview of management communication best practices, receive tools and techniques to help you implement those practices, and see the impact you can have on your business when you communicate effectively.
- Operations 401 - Simply Better...Hiring: Do you have the right people on your team to drive your business success? Do you know what to look for to make the right hiring decision? Understand the impact your hiring decisions make on your business. Here's an opportunity to review good hiring practices and gain tools and techniques to ensure you are hiring the candidates who best fit the needs of your business - both skills and experience, as well as a cultural/personality fit.

Team Summit Showcase Theater

- The Showcase Theater is back!
- In addition to making Retailers laugh, it will also inform them about our latest products, current promotions, and programming
- Topics include: our DVRs, HD programming, the new external hard drive, Mobile**DISH**, Dish**ONLINE**, DISH Network DSL Sales, DISH Network High-Speed Internet powered by Wild Blue and more.

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- The show will feature an overview of some of our products, pricing, target markets, competitive differentiators, customer purchase options, retailer economics, and an overview on installation and certification issues.
- Performances will take place on Friday and Saturday during trade show hours.

Team Summit Retailer Pavilion

- New for this year, Retail Services and all your DISH marketing tools will be located in one convenient area. Stop by and get all your business' administrative and marketing needs addressed. Highlights include:
 - ✓ Event Van
 - The newly wrapped Dish**HD**/Team DISH All-Stars Regional Event Van will be on-site, so Retailers can check out its special features and find out how to book the van for a special event in their area.
 - ✓ DishSTUFF
 - Pick up your commemorative Team Summit items (quantities limited!) and place your DishSTUFF product orders on-site—all Team Summit orders receive free shipping!
 - ✓ Retail Services
 - Representatives from Retail Services will be on hand to assist with research, dispute resolution, and any other questions.
 - They can also help Retailers to better understand DISH Network processes and assist them in finding information while they're at Team Summit.
 - ✓ DISH U
 - Whether or not Retailers signed up for Operations 201: DISH U Online Training for Retailers, they can stop by meet with our DISH U staff.
 - They can learn more about this brand new online learning tool and get their accounts activated on-site!

Customer Retention Booth at Team Summit

- Retention tactics are great tools for DISH Network Retailers to increase revenue and maintain customers.
- To help demonstrate the benefits of these tactics, DISH Network's Customer Retention team will host a booth at Team Summit.
- Retailers will have the opportunity to discover retention programs and tactics available plus have a bit of fun as they participate in the "Money Machine" game, which shows the revenue potential that can be gained by focusing on retaining customers.
- Three sections of the booth will concentrate on:
 - ✓ Customer Education – such as Customer On-Boarding
 - ✓ Credit Card AutoPay - Remember that customers on Credit Card AutoPay, like in DDA, disconnect less than customers who are not on Credit Card AutoPay. And lower churn equals fewer charge backs and higher residuals!
 - ✓ DISH'n It Up - Learning to make money by upgrading existing customers to the equipment and programming they really want.

DishDVR Advantage Review

- The DishDVR Advantage is an all-inclusive TV package loaded with DISH Network's most popular options for one low price. This new package includes over 200 channels of our most popular programming, local channels and a state-of-the-art DVR at a special price of \$49.99 – price guaranteed until February 2009!
- New Customer Requirements
 - ✓ AT200
 - ✓ Locals
 - ✓ Qualified DVR– 522, 625 or ViP622 DVR
 - ✓ Credit Card AutoPay
 - ✓ 18-month commitment (Note: Customers participating in the AK/PR/USVI Promotion will be eligible for DishDVR Advantage with a 12- or 24-month commitment)
- Existing Customer Requirements
 - ✓ AT200 or AT250
 - ✓ Locals
 - ✓ Credit Card AutoPay (CCA), Electronic Funds Transfer (EFT) or 18-month commitment (Note :Existing Customers choosing the 18-month commitment option will have this commitment run concurrently with any existing commitments, if applicable.)
- Retailer Benefits
 - ✓ Customers love to save money - Many customers may want a DVR because they have heard about the great benefits of having one – like the ability to record shows, fast-forward through commercials and rewind

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live TV. These same customers may be pleased to hear that they may be eligible to receive DVR service and our AT200 entertainment package with a local network programming package at a savings of 7% over ordering each DishDVR Advantage component separately.

- ✓ Potentially sell more DVRs -When Retailers activate eligible customer accounts with qualifying DVR receivers, they may be eligible to receive DISH Network's \$25.00 DVR Residential Activation Incentive.
- ✓ Potentially higher customer retention rate - Customers that are on Credit Card AutoPay (CCA) may be more likely to pay their bills and not disconnect, resulting in fewer charge backs.

Marketing Seminars at Team Summit

- To learn more about Marketing and the tool DISH Network provides, we are offering several marketing and sales training seminars at Team Summit. Here's just some of them:
 - ✓ Marketing 101: Successful Marketing
 - ✓ Marketing 201: Using Co-op and Marketing Tools to Increase Profitability
 - ✓ Marketing 202: Direct Consumer Marketing
 - ✓ Marketing 203: Marketing through Different Methods
 - ✓ Marketing 301: Event and Guerrilla Marketing
 - ✓ Sales 101: The Power of Consultative Selling
 - ✓ Sales 201: Telling the DISH Network Story
 - ✓ Sales 203: Success with High Definition
 - ✓ Sales 301: Sales and Service Excellence - Customer On-Boarding
 - ✓ Sales 302: Leveraging Customer Relationships
 - ✓ Sales 402: Maximizing Sales Opportunities with a Sales Call Framework

NASCAR

- With the NASCAR Busch Series well underway, a visit to Team Summit 2007 won't be complete without a visit to DISH Network's NASCAR booth.
- Stop by and pick up the newest NASCAR marketing materials, and get your photo taken next to the DISH Network NASCAR show car or a ROUSHcharged 4.6L Ford Mustang.
- On Saturday, May 5, Roush Racing/DISH Network All-Star Racing Team member Danny O'Quinn Jr. will be at the NASCAR booth signing autographs.
- We'll also be giving away hero cards for all our DISH Network All-Star Team racing drivers, including Carl Edwards, Matt Kenseth, Jamie McMurray and Greg Biffle.
- Also, stop by and see the newly remodeled DISH Network NASCAR Experience that will travel to selected races
 - ✓ Formerly known as the DISH Network HDTV Tour Truck, the DISH Network NASCAR Experience Tour Truck will have a new look - both inside and outside

Commercial

- Bulk Advantage Promotion – Extended through January 31, 2008
 - ✓ Requirements
 - New DISH Network Bulk properties only
 - Bulk properties must be a minimum of 30 units
 - Programming
 - Bulk Basic, ESPN 4 Pak or ESPN 5 Pak, and (1) premium package (HBO, HBO/Cinemax, Showtime Unlimited, Starz! Super Pak)
 - AT100 or AT200 or AT250, and (1) premium package (HBO, HBO/Cinemax, Showtime Unlimited, Starz! Super Pak)
 - ✓ Features
 - Equipment reimbursement up to (48) 2800 reimbursements receivers with a \$30.00 equipment subsidy upon a new Bulk activation of 30 units or greater.
 - Receivers will not be reimbursed beyond the total number of drops/units at a Bulk property
 - This promotion applies only to 2800 model receivers
 - Two year pro-rated quarterly chargeback on remanufactured DISH 2800 receivers
 - ✓ Team Summit Seminars
 - Sales 104: Expanding into the Commercial Public/Private Market
 - Sales 303: Expanding into the Commercial MDU/Bulk Market
 - Installation 303: Commercial Site Evaluation
 - Installation 306: Commercial L-Band Installation
 - Installation 307: Commercial SMATV or QAM Head-end Installation

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- Installation 402: Commercial Signal Distribution

DishLATINO

- New marketing materials will be available at Team Summit
- Team Summit Training Seminar
 - ✓ Also we would like remind you that Dish**LATINO** has cutting edge Team Summit Seminars. Learn more about this growing market and attend the training seminar Sales 102: How to Target the Latino Market – Proven Practices
- Dish**LATINO** Pavilion at Team Summit
 - ✓ Come out and visit the Latino Pavilion where you can meet the most important Latino Programmers and find out how DISH Network's dedicated Spanish-language marketing tools can help you tap into the growing Hispanic market.
 - ✓ Dish**LATINO** marketing materials will also be available for pick up; and if Retailers have questions about Dish**NOW!**/Dish**YA!**, this is a great opportunity to come by and learn how pre-paid programming can help their business grow.
 - ✓ Look for the salsa dancer entertaining Retailers on Thursday evening and a Latina playmate on Friday and Saturday.

DishNOW! / DishYA!

- Starting Q2 2007, select retailers will receive a sample of Dish**NOW!** / iDish**YA!** marketing materials.
- Materials for retailers will arrive in Q2, in the same shipment as Dish**LATINO** materials, the following materials will be included:
 - ✓ Flyers
 - ✓ Brochures
 - ✓ Posters
 - ✓ Banners
 - ✓ Door Hangers
- Training Seminar at Team Summit
 - ✓ Sales 102: How To Target the Latino Market – Proven Practices
 - ✓ Sales 202: Crossing Paid-TV Boundaries – Everyone Qualifies

DishINTERNATIONAL

- New Russian Mega Pack – Launched March 22, 2007
 - ✓ Includes three of our most popular Russian Channels (RTVi, NTVA, TVCI)
 - ✓ Includes one excellent Ukrainian channel (Inter+)
 - ✓ Also includes our Pan-European channel, EuroNews with Russian Audio Feed
 - ✓ Total of 5 channels for only \$29.99/mo.
 - ✓ Moreover, the Russian Mega Pack may be available to eligible new customers for as low as \$19.99/mo. if the customers qualify for the \$100 Back Offer (up to 10 monthly credits of \$10.00).
 - The \$100 Back offer also applies to International programming packages with a price of \$29.98/mo. or more activated in
 - International with SSN Promotional Program
 - Free-For-All Promotional Program when a customer provides his or her Social Security number
 - Cash and Carry customer when he or she provides their Social Security number
- New \$50 International Incentive for select packages – Reminder
 - ✓ Effective March 3, 2007 through May 31, 2007
 - ✓ Eligible new residential customers that activate with any of the qualifying international programming packages
 - Arabic
 - Chinese
 - Greek
 - Hindi
 - Polish
 - Russian

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- South Asian
- Urdu
- ✓ WITHOUT AT100 OR HIGHER, Dish**LATINO** OR Higher, OR Great Wall TV package
- ✓ Incentive Payment Structure Business Rules are posted on the Retailer Care Site
- International Pavilion at Team Summit
 - ✓ Retailers will learn about language groups in their areas
 - ✓ Pick up tips on how to sell to untapped markets
 - ✓ Discover why Retailers could drive more International sales than ever before
 - ✓ Play games
 - ✓ Free giveaways
 - ✓ See entertainers from all parts of the world
- Dish**INTERNATIONAL** Seminar at Team Summit
 - ✓ Sales 103: Connecting with the International Customer

High-Speed Internet

- Enhancement to the R*Connect Tool – effective April 19, 2007
 - ✓ In order to help increase the number of customer DSL qualifications you get, we've enhanced the functionality of our DSL tool.
 - ✓ After qualifying a customer for video services, when you qualify customers for DSL services through DISH Network DSL Sales, instead of the phone field automatically populating with the number the customer provided as their contact phone number for video services, this field will be empty.
 - ✓ The tool will "pause" allowing you the opportunity to provide a land-based phone number, since a cell phone number is not applicable for DSL sales.
 - ✓ Process
 - Step 1: After the end of the New Customer video sales flow, you will see a link for DISH Network DSL Sales on the Order Confirmation page.
 - Step 2: The system will automatically populate the customer's name and address, but the phone field will be blank. Retailers must enter the customer's home land-based phone number, since a cell phone number or VOIP number will not work.
 - Step 3: After entering the customer's land-based phone number, Retailers need to select the "Search Now" button and it will begin searching for DSL offers for the customer.
 - ✓ So with this enhanced functionality, before, the phone number automatically populated with the phone number provided in the qualification for the video services - which could have been a cell phone number that wouldn't return any offers.
 - ✓ Now, there's a temporary stop in the qualification process to provide you the opportunity to enter the customer's home phone number
- DISH Network High-Speed Internet powered by WildBlue
 - ✓ Customer advantages
 - \$199 Lease Program (same as DHA, lower entry price than WildBlue direct, lease vs. own advantage)
 - \$49-\$79 a month
 - Bundled bill for video and data
 - ✓ Retailer Benefits
 - \$150 Activation Incentive
 - \$179 Installation Incentive (0-day chargeback effective March 20, 2007)
 - \$100 Equipment Discount
 - \$1 per month residual (all packages pay the same, 70% of customers activate at lowest package, easy to manage)
 - \$40 Co-op accrual per activation (Use at 60%)
 - ✓ For those Retailers interested in the hands-on WildBlue certification training, a schedule of seminars has been posted to the Retailer Care Site in the Info Center → Hot Topics → DISH Network High-Speed Internet powered by WildBlue → DISH Network High-Speed Internet powered by WildBlue Training Sessions Job Aid.
 - ✓ High-Speed Internet \$100 Back Offer – Reminder
 - Effective March 13, 2007 through May 31, 2007
 - \$10 credit on DISH Network billing statement for 10 months
 - Mail-In Redemption form available on the RCS and on www.dishnetwork.com/100back

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- Customer must subscribe to AT100 or higher, Dish**LATINO** or higher or Great Wall TV Package as well as a DISH Network High-Speed Internet service (DSL or WildBlue)
- Credits take 6-8 weeks to appear on billing statement

Tech News

- New on the Retailer Care Site
 - ✓ New TIB #150858 Unused LNB In Port on DPP LNBFs
 - ✓ New Remote Replacement document
- Receiver Activation Program Status
- Engineering-led Seminars at Team Summit
 - ✓ Technology 201: Understanding High Definition
 - ✓ Installation 202: DN Switches, LNBFs, and Dish Antennas
 - ✓ Installation 301: Advanced Troubleshooting
 - ✓ Installation 401: Residential Signal Distribution
 - ✓ Technology 101: Introduction to Dish**ONLINE** & Home Networking
- Troubleshooting
 - ✓ Installation 302: Dish**ONLINE** & Home Networking Installation & Troubleshooting

New Trouble Call Interactive Voice Response (IVR) Flow for the Retailer Activation Line - Effective April 18, 2007

- Currently, when Retailers receive a Trouble Call via the Retailer Referral tab of the Retailer Care Site, they are presented with 10 Resolution codes to choose from when completing the work order.
- On April 18th, we will be making an update to these Resolution codes.

Work Order Resolution Codes
As of April 18th
090 – HRDW – CABLE/CONNECTOR
091 – HRDW – LNBF
092 – HRDW – RECEIVER
093 – HRDW – SWITCH
094 – INSTL – ALIGNMENT
095 – INSTL – CABLE/CONNECTOR
096 – INSTL – MOUNT
097 – SUB – DAMAGE
098 – SUB – EDUCATION
099 – SUB – NO PROBLEM FOUND

- As you can see, this is not a significant change, but one designed to make the codes easier to remember and use more effectively.
- Why is it important to make the codes easier to remember?
 - ✓ We are working on enhancing the IVR system to allow installers to close these work orders via the phone.
 - ✓ And not only will they be able to do this on work orders that do not require a receiver swap, but also for those that do require one or more of the receivers to be swapped.
 - ✓ Currently, an installer with this type of trouble call would have to speak to a live agent.
 - ✓ The enhancements to the IVR would allow the installer to make a swap if necessary and close the work order over the phone, quickly and easily.
 - ✓ Stay tuned for more information and Job Aids once these changes go into effect.

Increased Primary Residential Activation Incentive for AT&T | DISH Network Promotional Programs - Effective April 1, 2007

- Effective April 1, 2007, we have enhanced qualifying AT&T | DISH Network Promotional Programs by increasing the applicable Primary Residential Activation Incentive from \$250.00 to \$300.00 just like it is in DHA.
- Additionally, the Primary Receiver Equipment Discount in connection with the qualifying Promotional Programs will continue to be the same amount that is payable under the Digital Home Advantage Business Rules plus \$50.00.

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- AT&T | DISH Network Promotional Programs currently offered in qualifying areas may provide Retailers with an opportunity to create a new market for their business by appealing to customers who are looking for bundled offers.
- Look for more Agency Partner Promotional Programs like the AT&T | DISH Network Promotional Programs to be offered in the future.
- AT&T | DISH Network Promotional Programs Business Rules are posted on the Retailer Care Site in the Info Center → Retailer Services and Business Tools → BUSINESS RULES → New Customer Promotions → AT&T

Telemarketing

- The Retailer Agreement prohibits Retailers from violating any applicable laws, including without limitation in connection with the telemarketing of DISH Network products and services.
- Authorized Retailers who engage in telemarketing should familiarize themselves with applicable federal, state, local and other laws, including without limitation state "No-Call" statutes and Telephone Consumer Protection Acts.
- Additionally, the Retailer Agreement provides that their relationship with EchoStar is that of an independent contractor. Retailers are not agents or employees of EchoStar and should not represent that they are agents or employees of EchoStar at any time and for any reason, including without limitation in connection with telemarketing activities.
- Failure to comply with applicable laws could, among other things, lead to the termination of a Retailer's Retailer Agreement, subject them to criminal and civil liability, and obligate them to defend and indemnify EchoStar in any civil or criminal lawsuit brought against EchoStar in connection with such activities.
- To report any such activities, please email all pertinent information to vendorinquiries@echostar.com.

2008 Retailer Incentive Trip

- Alaska Cruise on Silversea Cruises
- Trip dates are August 10-17, 2008
- Embarkation Port: Vancouver, Canada
- Disembarkation Port: Seward, Alaska
- We have a complete buy-out of the ship – it will be exclusive to DISH Network
- Ways to win
 - ✓ Same 7 categories that we had this year
 - ✓ Plus, a new category: The next 40 Retailers who do not make the Top 75, will have the opportunity to "Buy-in" and join us!
- Current activations are counting towards this trip
- Periodical Random Winners: 5 periods compared to 3 periods in 2007
- Minimum activations is 725

Next Retailer Chat

- Thursday, May 10, 2007 at 12pm MT on Channel 999

Thanks,
Meredith Rosenblatt
Specialist, Retail Training and Communications
EchoStar Satellite L.L.C.
Ph: 303-723-1783

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EXHIBIT 326

EXHIBIT 326

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TX 102-008486

Message

From: Rose, Lewis [LRose@KelleyDrye.com]
Sent: 5/30/2007 10:07:56 AM
To: Kalani, Lori [lori.kalani@echostar.com]; Hargan, Denise [denise.hargan@echostar.com]
Subject: FW: Proposed Contract for EchoStar Analysis
Attachments: KDCS EchoStar Data Analysis.doc

Lori and Denise:

Please see attached draft contract with PN.

REDACTED--ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

REDACTED--ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

REDACTED--ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

Best regards.

Lew

Lewis Rose
Kelley Drye & Warren LLP
3050 K Street, NW, Suite 400
Washington, DC 20007
202-342-8821 (voice)
202-391-8268 (cell)

-----Original Message-----

From: Rick Stauffer [mailto:rstauffer@possiblenow.com]
Sent: Tuesday, May 29, 2007 10:59 AM
To: Rose, Lewis
Cc: Ken Sponsler; John Taylor; Scott Frey; Tim Muenchen
Subject: Proposed Contract for EchoStar Analysis

Lew,

Attached is our proposed contract for the EchoStar work. Please take a look and let me know if you have any comments or suggested changes. I believe that it is substantially similar to the agreement we did last year for the Craftmatic work.

We have not yet received any files from EchoStar. If you have any recent information on when they are being sent please let us know.

We stand ready to move forward on this as soon as you need us.

Thanks

Rick

Pursuant to Treasury Regulations, any U.S. federal tax advice contained in this communication, unless otherwise stated, is not intended and cannot be used for the purpose of avoiding tax-related penalties.

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EXHIBIT 327

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To: Kalani, Lori[Lori.Kalani@echostar.com]; Hargan, Denise[Denise.Hargan@echostar.com]
Cc: Zeltzer, Alysia[AZeltzer@KelleyDrye.com]; Zeltzer, Alvsia[AZeltzer@KelleyDrye.com]
From: Rose, Lewis
Sent: Tue 6/12/2007 1:03:48 PM
Subject: Draft FTC Settlement Proposal
[DC01-284120-v3-EchoStar FTC Draft Settlement June 12 2007.DOC](#)

Privileged and Confidential

Lori, and Denise

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT



With best regards,

Lew

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FACTS BLAST

IMPORTANT NOTICE

Unauthorized Use of Third Party Lead Generation and Telemarketing Services

June 19, 2007

Dear DISH Network Retailer,

We have become aware that certain business organizations, apparently with operations in Pakistan, may be using improper, and potentially unlawful, means to provide lead generation and telemarketing services to DISH Network retailers.

The table below contains information that we have collected with respect to three of these business organizations:

ORGANIZATION NAME:	DIVINE GROUPE/DIVINE CONSULTANTS	TRANSDATA, LLC	GLOBAL IT VISION/MYSATTV
WEBSITE:	www.divinegroupe.com	www.transdata.biz	
KNOWN CONTACT NAMES OR ALIASES:	Jay Gray, Adam Ray, Eva Snow, Jawad J. Khan, Adamdivine	John Mercey, Adam Ray, "Masood", Shawn Mark, Mian Ali	Zaheer Meer Usman Zaheer
KNOWN CONTACT E-MAILS:	adam@divinegroupe.com jay@divinegroupe.com divineconsultant@gmail.com info@divinegroup.com eternal_jawad@hotmail.com eternal_jawad@gmail.com eternal_jawad@yahoo.com eva@divinegroup.com	johnm@transdata.biz john.m@transdate.biz adam@transdata.biz masood@transdata.biz shawn.mark@transdata.biz mian.ali@transdata.biz sandra@transadata.biz	gitv@mysattv.us pkvoipking@hotmail.com
KNOWN ADDRESS(ES):	445 Essex Street, Hackensack, NJ 07601 Pakistan office: B-300 Glamour Heights, Waris Road Lahore-54000, Pakistan	B-300 Glamour Heights, Waris Road, Lahore-54000, Pakistan	Bashir Mansion 2-Turner Road, Lahore-54000, Pakistan 1730 Sea Isle Rd, Memphis TN 38117 75 Belgrove Dr. Kearny NJ 07032 111-115 Frank E Rodgers Blvd, Harrison NJ 07029
KNOWN TELEPHONE NUMBER(S):	(201) 851-5781	(800) 480-6794 (213) 291-1539 +92-42-7520160 (206) 203-6068 (972) 418-7717 (201) 851-5781	+92-42-7242612
KNOWN BANK ACCOUNT INFORMATION:		Bank Alfalah Limited, Pakistan Attn: Mian Mohammad Ali Acct. # xxxx-xxxx2209	

Please note that these organizations are in no way affiliated with EchoStar Satellite L.L.C. (“EchoStar”) or any of its Affiliates and have not been authorized by EchoStar to perform any lead generation or telemarketing services on behalf of any DISH Network retailer.

Please be advised that your EchoStar Retailer Agreement and/or EchoStar Satellite L.L.C. Distributor Retailer Agreement (as applicable, your “Retailer Agreement”) prohibits you from using any independent contractors, subcontractors, Affiliates, agents, sub-agents or any other persons not employed by you (“Third Parties”) to fulfill any of your obligations under your Retailer Agreement without EchoStar’s specific prior written consent. Your use of any Third Parties (including without limitation Divine Groupe; Divine Consultants; Transdata, LLC; MYSATTV, and/or Global IT Vision) for such purposes without EchoStar’s specific prior written consent constitutes a breach of your Retailer Agreement and may result in termination of your Retailer Agreement. Any such termination is without prejudice to any and all other rights that EchoStar may have at law, in equity or otherwise, all of which are hereby expressly reserved.

Your Retailer Agreement also requires you to comply with all applicable laws, including without limitation all telemarketing/do-not-call laws. Failure to comply with applicable laws could, among other things, lead to the termination of your Retailer Agreement, subject you to civil liability, and obligate you to defend and indemnify EchoStar in any lawsuits brought against EchoStar in connection with such activities.

If you have worked with any of these firms or if you have knowledge of an individual or company that you believe may be involved in improper or unlawful activities related to the marketing, promotion or solicitation of orders for DISH Network services or products, please let us know by sending any pertinent information to vendorinquiries@echostar.com.

If you have any questions about this Facts Blast, please contact your Hardware Provider or Retail Services.

Thanks for supporting DISH Network!

EXHIBIT 329

EXHIBIT 329

**MINUTES OF THE AUDIT COMMITTEE OF
THE BOARD OF DIRECTORS OF
ECHOSTAR COMMUNICATIONS CORPORATION**

August 2, 2007

A regular meeting of the audit committee (the "Audit Committee") of the board of directors (the "Board of Directors") of EchoStar Communications Corporation (the "Corporation"), a Nevada corporation, was held on August 2, 2007 at 9:30 a.m., prevailing Mountain Time, at the Corporation's headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112.

The following members of the Audit Committee participated:

Steven R. Goodbarn

C. Michael Schroeder (*via teleconference*)

Gary S. Howard

Mr. Tom A. Ortolf did not attend the meeting. Also participating at various times during the meeting at the invitation of the Chairman of the meeting were: David K. Moskowitz (*via teleconference*), Senior Advisor to the Corporation and a member of the Board of Directors; Bernard L. Han, Executive Vice President and Chief Financial Officer of the Corporation; R. Stanton Dodge, Executive Vice President, General Counsel and Secretary of the Corporation; Robert Rehg, Senior Vice President, Business Development for the Corporation; Paul W. Orban, Senior Vice President and Controller of the Corporation; Kathy Knight, Vice President of Internal Audit for the Corporation; Carol MacLeod, Accounting Manager I for the Corporation; Manny Fernandez, Lead Engagement Partner, KPMG LLP ("KPMG"), independent auditors for the Corporation;

Blaine E. Versaw, Partner – Department of Professional Practice, KPMG; and Brad Christensen, Manager – Audit, KPMG.

The meeting was called to order by Mr. Goodbarn, who served as Chairman and presided. Mr. Dodge acted as Secretary of the meeting.

Mr. Goodbarn advised that, as each member of the Audit Committee had waived any and all notices that may have been required to be given with respect to a regular meeting of the Audit Committee and a quorum was present, the meeting was properly convened.

Executive Session of Nonemployee Directors

The first item of business was an executive session of the nonemployee members of the Board of Directors.

Approval of Minutes and Signing of Consents

The second item of business was the approval of the minutes of the Regular Meeting of the Audit Committee held on May 2, 2007. Mr. Goodbarn explained that draft minutes of that meeting were attached as Exhibit 2A to the board book for the meeting.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that the minutes of the Regular Meeting of the Audit Committee of the Board of Directors of EchoStar Communications Corporation held on May 2, 2007, in substantially the form attached as Exhibit 2A to the board book for the meeting, be, and they hereby are, approved, ratified and confirmed in all respects.

Review of Second Quarter Financial Performance

The third item of business was a report presented by Mr. Orban regarding the Corporation's unaudited financial statements for the quarter ended June 30, 2007 (the "Financial Statements"). A summary of Mr. Orban's presentation was attached as Exhibit 3A to the board book for the meeting. Mr. Orban also distributed and discussed materials detailing the Corporation's actual performance through June 30, 2007 against the goals set forth in the 2007 Short Term Incentive Plan.

Mr. Orban reviewed certain financial highlights and results for the quarter ended June 30, 2007; certain SFAS 5 contingencies and other reserves; and certain key accounting items (including, among other things, a SAB 99 materiality assessment that was distributed at the meeting) and critical estimates.

Mr. Orban then led a discussion regarding the draft programming dispute accrual memorandum distributed at the meeting and walked the members of the Audit Committee through the changes from the first quarter 2007, noting among other things that two new items had been added to the memorandum. Mr. Orban then distributed and discussed a spreadsheet detailing the interest alleged to be owing through June 30, 2007 on certain alleged late payments to programmers, and the reasoning behind management's decision to not accrue for such amounts.

The members of the Audit Committee reviewed and discussed the Financial Statements with Mr. Orban and the other members of management present at the meeting.

Review of Payments in Excess of \$5 Million

The fourth item of business was a report presented by Mr. Orban regarding the payments in excess of \$5 million made during the second quarter. A summary of Mr. Orban's presentation was attached as Exhibit 4A to the board book for the meeting.

Proposed Policy for Use of Registered Public Accounting Firms

The fifth item of business was a discussion lead by Mr. Orban regarding management's proposed policy for use of registered public accounting firms, a copy of which was distributed at the meeting. After discussion, no resolutions were proposed.

Discussion of Quarterly Review Procedures and SOX 404 Update

The sixth item of business was a report presented by Messrs. Fernandez, Versaw and Christensen regarding KPMG's review of the Financial Statements and Form 10-Q for the quarter ended June 30, 2007. A summary of their presentation was attached as Exhibit 11A to the board book for the meeting. The members of the Audit Committee then reviewed and discussed the Financial Statements and revised draft of the Form 10-Q with Messrs. Fernandez, Versaw and Christensen.

Approval of 2007 Integrated Audit Plan

The seventh item of business was a discussion lead by Messrs. Fernandez and Christensen regarding KPMG's proposed 2007 integrated audit plan (the "2007 Audit Plan"), a copy of which was distributed at the meeting. Among other things, Mr. Fernandez explained the changes to the 2006 integrated audit plan resulting from PCAOB Auditing Standard No. 5, and responded to several questions from management regarding the same. Mr. Christensen then provided an overview of the 2007 Audit Plan. Mr.

Fernandez then noted that the Corporation had been selected for PCAOB review of select components of KPMG's work papers for the 2006 audit.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted

NOW, THEREFORE, BE IT RESOLVED, that the 2007 integrated audit plan, in substantially the form distributed at the meeting, be, and it hereby is, approved, ratified and adopted in all respects.

Review of Form 10-Q

The eighth item of business was a report presented by Messrs. Han and Rehg regarding the Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007. A draft of the Form 10-Q was attached as Exhibit 7A to the board book for the meeting. Mr. Han lead a discussion regarding the material changes from the Form 10-Q for the first quarter. The members of the Audit Committee reviewed and discussed the draft Form 10-Q with Messrs. Han and Rehg and the other members of management present at the meeting.

Internal Audit/SOX 404 Update

The ninth item of business was an update provided by Ms. Knight regarding the Corporation's Internal Audit Department and compliance with Section 404 of Sarbanes-Oxley ("SOX 404"). A summary of Ms. Knight's presentation was attached as Exhibit 10A to the board book for the meeting. Ms. Knight walked the members of the Audit Committee through her presentation and discussed, among other things, certain alleged activities of direct sales agents and Pakistani call centers that are being investigated by the Internal Audit Department. Mr. Han then provided an update on the Corporation's search for a Chief Information Officer.

Review of Non-Audit Tax Services, Audit-Related Technical Consulting Services and Other Non-Audit Services Performed by KPMG Year-To-Date

The tenth item of business was a discussion led by Mr. Han regarding the outstanding authorizations from the Audit Committee for KPMG to provide certain non-audit tax services, audit-related technical consulting services and other non-audit services to the Corporation and its subsidiaries, and the extent to which such services have actually been performed by KPMG year-to-date.

Mr. Orban then lead a discussion regarding management's proposal to further retain KPMG to: (i) provide up to an additional \$100,000 in non-audit tax services in calendar year 2007; and (ii) provide up to an additional \$100,000 in audit-related technical consulting services to review and approve the methodology being used by management for inter-company transactions and allocations in connection with Project Ascent. Mr. Dodge noted that the Audit Committee should consider management's proposal in light of any bearing it might have on the independence of KPMG.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that the retention of KPMG to provide up to an additional \$100,000 in non-audit tax services in calendar year 2007 (which increases the maximum total amount authorized for KPMG to perform non-audit tax services in calendar year 2007 from \$125,000 to \$225,000) be, and it hereby is, approved, ratified and confirmed in all respects; and further

RESOLVED, that the retention of KPMG to provide up to an additional \$100,000 in audit-related technical consulting services to review and approve the methodology being used by management for inter-company transactions and allocations in connection with Project Ascent be, and it hereby is, approved, ratified and confirmed in all respects; and further

RESOLVED, that the proper officers of the Corporation be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

Private Discussion with KPMG (Management excused)

The eleventh item of business was a private discussion between the members of the Audit Committee and KPMG.

Litigation Update

The twelfth item of business was an update presented by Mr. Dodge, in his capacity as General Counsel of the Corporation, regarding significant litigation in which the Corporation and/or its subsidiaries are involved. Mr. Dodge explained that his report and any ensuing discussions were subject to the attorney/client and work product privileges.

Management's Report on Internal Control Evaluation and Officer Certifications

The thirteenth item of business was a report presented by Mr. Han regarding management's evaluation of the effectiveness of its disclosure controls and procedures and internal control over financial reporting. Mr. Han noted that, under the supervision and with the participation of management, including the Chief Executive Officer and Principal Financial Officer, the Corporation evaluated the effectiveness of the design and

operation of its "disclosure controls and procedures" (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934) as of June 30, 2007, and based on that evaluation, the Chief Executive Officer and Principal Financial Officer concluded that the Corporation's disclosure controls and procedures are effective.

Mr. Han further noted that management conducted an evaluation of the effectiveness of the Corporation's internal control over financial reporting based on the framework in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission, and that based on that evaluation, management concluded that the Corporation's internal control over financial reporting was effective as of June 30, 2007. Mr. Han explained that the scope of management's assessment of the effectiveness of internal control over financial reporting excludes the businesses and related assets of SNG, UVTV Distribution and Spacecom, which the Corporation acquired during 2004.

Mr. Han then explained to the members of the Audit Committee and the representatives of KPMG that based on their most recent evaluation of internal control over financial reporting, Mr. Han and Mr. Charles W. Ergen (the principal Executive Officer of the Corporation) do not believe: (i) that there are any significant deficiencies or material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Corporation's ability to record, process, summarize or report financial information; or (ii) that any fraud, whether or not material, has occurred that involves management or other employees who have a significant role in the Corporation's internal control over financial reporting.

Reg. S-K Item 404 "Related Person" Transactions and Other "Sensitive Transactions"

The fourteenth item of business was a discussion led by Mr. Dodge regarding new potential SEC Regulation S-K Item 404 "Related Person" Transactions and new potential "Sensitive Transactions", as defined by the 2005 Audit Committee Recommendations to generally mean: (i) any non-ordinary course transaction requiring over \$5,000,000 of expenditures; (ii) related-party transactions; (iii) transactions of a highly confidential nature; (iv) transactions which grant exclusive rights or most favored nations status to any third party; or (v) any other transaction which by its nature should reasonably be considered sensitive.

REDACTED-ATTORNEY-CLIENT PRIVILEGED



Mr. Dodge explained that, during the second quarter 2007, the Corporation (or one of its subsidiaries) employed Jenna Vogel (who is the daughter of Mr. Carl E. Vogel, President of the Corporation and Vice Chairman of the Board of Directors) on a temporary part-time basis. At the conclusion of the summer it is expected that Ms. Vogel will cease her employment with the Corporation. It is expected that Ms. Vogel will be paid less than \$5,000 during 2007 (as described more fully below, the "Vogel Transaction"). Ms. Vogel works in the Human Resources department, and among other things supports general corporate and college recruiting. Because the Human Resources

department reports directly to the Chairman, she is not under Mr. Vogel's direct chain of command.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

WHEREAS, the Vogel Transaction may potentially be considered a related party transaction under SEC Regulation S-K, Item 404 and therefore, out of an abundance of caution, the Audit Committee has been asked to review such transaction;

NOW, THEREFORE, BE IT RESOLVED, that based upon the information received by the Audit Committee, the above-referenced discussions with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Audit Committee, the Audit Committee hereby finds, and hereby recommends that the Board of Directors find, that the Vogel Transaction: (i) is in the best interests of the Corporation; (ii) is fair to the Corporation and its subsidiaries, on the one hand, and Mr. Vogel's daughter, on the other hand; (iii) the terms thereof are comparable to terms that could be obtained if the Vogel Transaction was entered into after arms' length negotiations; and (iv) the benefits to be received by Mr. Vogel's daughter are fair between the Corporation and its subsidiaries, on the one hand, and Mr. Vogel's daughter, on the other hand; and further

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the Vogel Transaction; and further

RESOLVED, that the Audit Committee hereby authorizes, ratifies and adopts in all respects, and hereby recommends that the Board of Directors authorize, ratify and adopt in all respects, the Vogel Transaction; and further

RESOLVED, that the proper officers of the Corporation and its subsidiaries, be and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and its subsidiaries, and under their corporate seals or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in

their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation and its subsidiaries to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers of the Corporation and its subsidiaries within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

Approval of Form and Filing of Form 10-Q

The fifteenth item of business was the approval of the form and the filing of the Corporation's quarterly report on Form 10-Q. After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

WHEREAS, the Corporation is required to file with the Securities and Exchange Commission (the "Commission") by August 9, 2007, a Quarterly Report on Form 10-Q for the quarter ended June 30, 2007 (the "Form 10-Q");

WHEREAS, a draft of the Form 10-Q proposed to be filed with the Commission was attached as Exhibit 7A to the board book for the meeting (the "Draft Form 10-Q"), and each member of the Audit Committee has read the Draft Form 10-Q and has provided all comments and responses they deem necessary and appropriate to the General Counsel and Chief Financial Officer of the Corporation (or their designees);

WHEREAS, the Draft Form 10-Q contains quarter-end financial statements of the Corporation that were reviewed by KPMG; and

WHEREAS, management has recommended that the Audit Committee approve (i) as to form the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-Q (with any such non-material changes) at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine;

NOW, THEREFORE, BE IT RESOLVED, that the Audit Committee hereby (i) approves, ratifies and confirms the recommendation of management concerning the approval (a) as to form of the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate,

and (b) of the filing with the Commission of the Form 10-Q (with any such non-material changes) at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and (ii) based on the review and discussions with management and the independent auditors referred to above, recommends to the Board of Directors of the Corporation that (a) the unaudited financial statements for the quarter ended June 30, 2007 be included in the Form 10-Q, and (b) the Board of Directors of the Corporation approve as to form the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and the filing with the Commission of the Form 10-Q (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine.

Review of Second Quarter Investment Performance of D&O Trust Fund

The sixteenth item of business was a review led by Mr. Han of the investment performance of the D&O trust fund for the second quarter. A copy of the portfolio summary for the D&O trust fund as of June 30, 2007 was attached as Exhibit 14A to the board book for the meeting. Mr. Goodbarn requested that management review and report back to the Audit Committee on the Countrywide Home Loan investment.

Review of Items Approved by the Audit Committee Year-to-Date

The seventeenth item of business was a review led by Mr. Dodge of certain items (other than the matters discussed as part of the tenth and fourteenth items of business above) that have been approved by the Audit Committee year-to-date and the status of each such item. Mr. Dodge noted that a list of such items was included in Item 15 to the board book for the meeting.

Private Discussion with Management (KPMG excused)


The eighteenth item of business was a private discussion between the members of the Audit Committee and management.

Private Discussion with Vice President of Internal Audit (Management and KPMG excused)

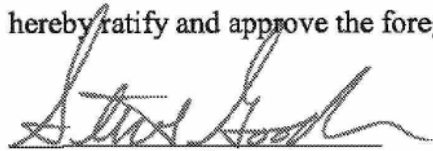
The nineteenth item of business was a private discussion between the members of the Audit Committee and the Vice President of Internal Audit.

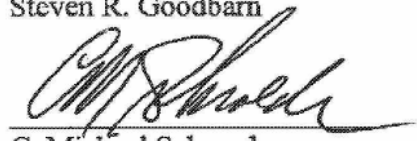
Adjournment

There being no further business to come before the Audit Committee, upon motion duly made, seconded and unanimously approved, the meeting was adjourned at 3:30 p.m., prevailing Mountain Time.


Tom A. Ortolf (with respect to waiver of notice only)
Chairman of the Audit Committee

We, the undersigned, who together with Mr. Ortolf constitute all members of the Audit Committee, hereby waive any and all formal notice of the above meeting and hereby ratify and approve the foregoing minutes.


Steven R. Goodbarn


C. Michael Schroeder

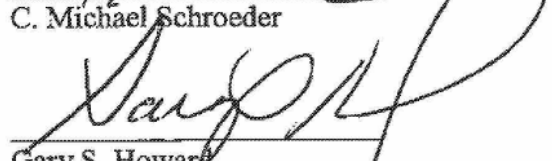

Gary S. Howard

EXHIBIT 330

EXHIBIT 330

CONFIDENTIAL

Message

From: Carlson, Erik [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=ERIK.CARLSON]
Sent: 8/27/2007 11:46:10 AM
To: DeFranco, Jim [jim.defranco@echostar.com]; Origer, Robb [robb.origer@echostar.com]
Subject: RE: (account flipping)

I'll check on Elite.

We have branded vendorinquiries@echostar.com as the e-mail address to use.

We have been mentioning this on the chat. We have been inconsistent in the blast frequency. When we have tcpa/dnc/fraud issues to discuss we have mentioned the e-mail address. However, we have placed the e-mail address in all "Important Notices" that are specific to these topics. These notices have gone out to the entire database.

Erik

From: DeFranco, Jim
Sent: Monday, August 27, 2007 9:24 AM
To: Carlson, Erik; Origer, Robb
Subject: FW:

Do we already have information on Elite Electronics? Who are they? Please start the investigation. What is the email address for retailers to report this type of activity? I will let the retailer know for future reference. Also are we including that email and request for reports on all blast facts to retailers?

From: Jeff Pischer [mailto:pischer@hamsfork.net]
Sent: Monday, August 27, 2007 7:58 AM
To: DeFranco, Jim
Subject:

Jim,

I wasn't sure who to contact with this information.....

A company named "Elite Electronics" Utah phone # 801-621-2031 has been calling dish Network customers in our area and offering them new customer status by switching the name from 1 spouse to the other, changing phone numbers, etc..... The latest customer to call me with this information was Nancy (William) Black, Phone 307-877-3255 Acct# 8255909510187799

I've heard this same story several times of late and thought perhaps someone should know.

Thanks

Jeff Pischer DBA Western Satellite
Dealer 425177
307-877-6218

CONFIDENTIAL

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TX 102-008509

EXHIBIT 331

EXHIBIT 331

JA009248
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TX 102-008510

**IMPORTANT NOTICE****Unauthorized Retailer Use of Third Party Lead Generation and
Customer Acquisition Services****October 10, 2007****Dear DISH Network Retailer,**

We are distributing this Important Notice as a follow-up to communications earlier this week that Newport Satellite Group and Inkor Satellite Inc. were terminated as retailers for violation of our policies regarding lead generation and customer acquisition tactics. Through our retailer monitoring efforts, we have become aware of certain business organizations that may be using improper, and potentially unlawful, means to provide lead generation and other customer acquisition services to DISH Network retailers.

The table below contains information that we have collected with respect to these business organizations:

ORGANIZATION NAME:	KNOWN CONTACT NAMES OR ALIASES:	KNOWN CONTACT E-MAIL(S) AND IP ADDRESS(ES) USED:	KNOWN LOCATION(S)	KNOWN TELEPHONE NUMBER(S):
Five Star	Mazahir Abbas, Owner Karar Hussain, Manager	mm_abbas@hotmail.com fivestarsnetwork@hotmail.com	Office 5, 3rd Floor Japan Center Lahore, Pakistan	732-387-4443
Fasttech Fasttech BPO & GreenBiz Communication (Pvt). Ltd.	Farooq Ahmed, Operations Manager	Farooqahmed81@gmail.com	11 Rahat Park Samanabad Lahore, Pakistan	714-786-8141
Hablatel	Carlos Guzman, Owner	carlos@guzman.us IP:201.116.206.83	Hermosillo, Mexico	949-596-6019
Monumental	Ramiro Alvarez, Owner	ramiroalvarez@patagoniaenterprises.com IP:190.16.111.57 IP:201.231.24.55 IP:67.101.238.149 IP:200.41.48.22	Cordoba, Argentina	909-465-6633
OBS	Manfred Kissling, Owner	mkissling@obsamericas.com IP:201.199.192.110	San Jose, Costa Rica	506- 519-6700
Simarco	Mauricio Sol, General Manager	m.sol@simarco.com.sv IP:66.249.198.162 IP:190.53.118.80	San Salvador, El Salvador	503-2-210-1100
ACE	Irving Tacher, Owner	itacher@hotmail.com IP:201.143.77.149 IP:201.116.206.83	Tijuana, Mexico	714-277-4274

ORGANIZATION NAME:	KNOWN CONTACT NAMES OR ALIASES:	KNOWN CONTACT E-MAIL(S) AND IP ADDRESS(ES) USED:	KNOWN LOCATION(S)	KNOWN TELEPHONE NUMBER(S):
JVP Communications	Ruben Rosas, Owner	rrosas@abceconsultingservices.com	Tijuana, Mexico	619-565-1139
New Era	Mario Diaz, Owner	josemario_diaz@hotmail.com	Tijuana, Mexico	52-1-664-305-3707
Quodym Outsourcing	Sergio Martinez, Owner	sergiog@quodym.com	Tijuana, Mexico	619-564-4420
Rio Cuarto	John Shahidi Sam Shahidi	john@xsatellite.com sam@xsatellite.com	Chile	949-861-4949

None of the business organizations listed in the table above are affiliated with EchoStar Satellite L.L.C. (“EchoStar”) or any of its Affiliates and have not been authorized by EchoStar to perform any lead generation or customer acquisition services on behalf of any DISH Network retailer.

Please be advised that your EchoStar Retailer Agreement and/or EchoStar Satellite L.L.C. Distributor Retailer Agreement (as applicable, your “Retailer Agreement”) prohibits you from using any independent contractors, subcontractors, Affiliates, agents, sub-agents or any other persons not employed by you (“Third Parties”) to fulfill any of your obligations under your Retailer Agreement without EchoStar’s specific prior written consent. Your use of any Third Parties (including without limitation those business organizations listed in the table above) for such purposes without EchoStar’s specific prior written consent constitutes a breach of your Retailer Agreement and may result in termination of your Retailer Agreement. Any such termination is without prejudice to any and all other rights that EchoStar may have, whether arising at law, in equity, under contract or otherwise, all of which are hereby expressly reserved.

Your Retailer Agreement also requires you to comply with all Laws, including without limitation all telemarketing/do-not-call laws. Failure to comply with all Laws could, among other things, lead to the termination of your Retailer Agreement, subject you to civil liability, and obligate you to defend and indemnify EchoStar in any lawsuits brought against EchoStar in connection with such activities.

If you have worked with any of the organizations listed in the table above, or if you have knowledge of an individual or company that you believe may be involved in improper or unlawful activities related to the marketing, promotion or solicitation of orders for DISH Network Services or Hardware, please let us know by sending any pertinent information to vendorinquiries@echostar.com.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in your EchoStar Retailer Agreement.

If you have any questions about this Facts Blast, please contact your Hardware Provider or Retail Services.

Thanks for supporting DISH Network!

EXHIBIT 332

EXHIBIT 332

JA009251
008087

TX 102-008513

Message

From: Shaun Petersen [spetersen@mcpslaw.com]
Sent: 11/7/2007 4:27:06 PM
To: Kalani, Lori [lori.kalani@echostar.com]; 'Helen Mac Murray' [hmacmurray@mcpslaw.com]
Subject: FW: EchoStar ProposedSettlement.docx
Attachments: ProposedSettlement.docx

Here is a word version of the proposed settlement from Katherine.

Shaun K. Petersen
Mac Murray, Cook, Petersen & Shuster LLP
Three N. High Street
P.O. Box 365
New Albany, OH 43054
(614) 939-9955
(614) 939-0987 (fax)
(614) 738-0960 (cell)
spetersen@mcpslaw.com

From: Tassi, Katherine (ATG) [mailto:KatherineT@ATG.WA.GOV]
Sent: Wednesday, November 07, 2007 4:14 PM
To: spetersen@mcpslaw.com
Subject: EchoStar ProposedSettlement.docx

<<ProposedSettlement.docx>> Hi Sean,

Attached is a Word version of the proposed settlement. I tried very hard to find the exact Word copy that matched the .pdf (as I'm sure you can imagine, there were numerous drafts), so if you find any differences between this one and the .pdf, please let me know, as the .pdf is the final document.

Regards,

Katherine

Katherine M. Tassi
Assistant Attorney General
Washington State Attorney General's Office
Consumer Protection Division
800 5th Avenue Suite 2000
Seattle, WA 98104
206-389-3974

JA009252
008088

SLC_ DNC_Investigation_0014765
TX 102-008514

EXHIBIT 333

EXHIBIT 333

**DRAFT: SUBJECT TO THE FINAL APPROVAL OF THE ATTORNEY GENERAL
AND THE DIRECTOR OF THE DIVISION OF CONSUMER AFFAIRS
FOR SETTLEMENT PURPOSES ONLY**

IN THE _____ COURT FOR _____ COUNTY _____
_____ JUDICIAL DISTRICT AT _____

(VENUE SELECTED BY APPLICABLE AG OFFICE)

**(PLEASE NOTE CAPTIONS WILL VARY BY
STATE USING THEIR STANDARD FORM)**

STATE OF _____,)
)
Plaintiff,)
)
v.) No. _____
)
ECHOSTAR SATELLITE, LLC,)
a Colorado corporation, doing business as)
DISH NETWORK,)
)
Defendant.)

**AGREED FINAL JUDGMENT
AND PERMANENT INJUNCTION
(SOME STATES USE DIFFERENT NAMES LIKE
CONSENT JUDGMENT)**

Plaintiff, the State of (INSERT STATE), by and through (INSERT NAME OF AG), the Attorney General (“the State” or “the Attorney General”), (If applicable: at the request of the (INSERT JOINT AGENCY), and Defendant, EchoStar Satellite, LLC, a Colorado corporation doing business as Dish Network (“EchoStar”), as evidenced by their signatures, do consent to the entry of this Agreed Final Judgment and its provisions. EchoStar enters into this Agreed Final

Judgment to avoid the time and expense associated with litigation. This is an Agreed Final Judgment (“Judgment”) for which execution may issue.

(If applicable: EchoStar expressly waives ten (10) day notice of the Attorney General’s intention to file an action pursuant to INSERT STATUTE CITATION). This Judgment only resolves matters set forth in the State’s Complaint commenced under the (INSERT STATE CONSUMER ACT CITATION). EchoStar hereby accepts and expressly waives any defect in connection with service of process issued on EchoStar by the State.

This Judgment is entered into by EchoStar as its own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon it by this Judgment, and it consents to its entry without further notice, and avers that no offer, agreements or inducements of any nature whatsoever have been made to it by the State or its attorneys or any employee of the Attorney General’s Office (OR STATE AGENCY IF APPLICABLE) to procure this Judgment.

In the event the Court shall not approve this Judgment, this Judgment shall be of no force and effect.

This Judgment shall bind EchoStar and shall be binding on any and all agents, future purchasers, merged parties, inheritors, or other successors in interest to EchoStar.

EchoStar has, by signature of its counsel hereto, waived any right to appeal, petition for certiorari, move to reargue or rehear or be heard in connection with any judicial proceedings upon this Judgment.

**(PLEASE NOTE SOME STATES HAVE REQUIRED INTRODUCTORY OR
OTHER LANGUAGE WHICH WILL BE INSERTED IN THEIR INDIVIDUAL AFJS)**

1. JURISDICTION

1.1 Jurisdiction of this Court over the subject matter and over EchoStar for the purpose of entering into and enforcing this Judgment is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction, modification or execution of this Judgment, including the enforcement of compliance therewith and penalties for violation thereof. EchoStar agrees to waive service of process and pay all court costs and attorneys' fees associated with any successful petitions to enforce any provision of this Judgment against EchoStar.

2. VENUE

2.1 Pursuant to (INSERT STATUTE CITATION), venue as to all matters between the parties relating hereto or arising out of this Judgment is solely in the (INSERT _____ COURT OF _____ COUNTY) County, (INSERT STATE).

3. PARTIES

3.1 EchoStar warrants and represents that it is the proper party to this Judgment. EchoStar further acknowledges that it understands that the State expressly relies upon this representation and warranty, and that if it is false, unfair, deceptive, misleading or inaccurate, the State has the right to move to vacate or set aside in whole or in part this Judgment, or request that EchoStar be held in contempt, if the State so elects.

3.2 EchoStar represents that EchoStar Satellite, LLC is the true legal name of the entity entering into this Judgment. EchoStar understands that the State expressly relies upon this representation and if said representation is false, inaccurate, deceptive, unfair or misleading, the State has the right to move to vacate or set aside in whole or in part this Judgment or request that EchoStar be held in contempt, if the State so elects.

3.3 The Office of the (INSERT STATE) Attorney General is responsible for enforcement of (INSERT STATE) consumer protection laws, including the (INSERT Protection Statute).

4. DEFINITIONS

As used in this Judgment, the following words or terms shall have the following meanings:

- 4.1 "Advertise," "Advertisement," or "Advertising" shall mean any written, oral, graphic, or electronic statement, illustration, or depiction that is designed to create interest in the purchasing of, impart information about the attributes of, publicize the availability of, or affect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, marketing kit, leaflet, mailer, book insert, letter, catalogue, poster, chart,

billboard, public-transit card, point-of-purchase display, package insert, package label, product instructions, electronic mail, website, homepage, film, slide, radio, television, cable television, program-length commercial or infomercial, or any other medium.

- 4.2 “Agreement” shall refer to any contractual agreement by whatever name between EchoStar and a Consumer for the purpose of the purchase, installation and activation of any Dish Network Goods and/or Dish Network Services.
- 4.3 “Clear and Conspicuous” or “Clearly and Conspicuously,” when referring to a statement, disclosure, or any other information, shall mean that such statement, disclosure or other information, by whatever medium communicated, is readily understandable and presented in such size, color, contrast, location, and audibility, compared to other information with which it is presented, that is readily apparent to the person to whom it is disclosed. If such statement, disclosure or other information is necessary as a modification, explanation or clarification to other information with which it is presented, it must be presented in close proximity to the information it modifies, in a manner which is readily noticeable and understandable. Further, a disclosure of information is not clear and conspicuous if, among other things, it is obscured by the background against which it appears or there are other distracting elements. Warnings, safety disclosures or statements of limitation must be set out in close conjunction with the benefits described, or with appropriate captions, of such prominence that warnings, safety disclosures or statements of limitation are not minimized, rendered obscure, presented in an ambiguous fashion, or intermingled with the context of the statement so as to be confusing or misleading.
- 4.4 “Consumer” means a natural person, individual, governmental agency or other entity, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.
- 4.5 “Consumer Act,” “Consumer Protection Act” or “(insert name of state’s statute for example: “Tennessee Consumer Protection Act”)” shall refer to the (insert state name and cite: Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. § 47-18-101 *et seq.*)
- 4.6 “Dish Network Goods” shall mean the equipment and other goods that EchoStar offers and/or sells to Consumers, directly and/or through Third-Party Retailers, in connection with the installation, activation and/or delivery of Dish Network satellite television equipment and programming.
- 4.7 “Dish Network Services” shall mean the services that EchoStar offers and/or sells to Consumers, directly and/or through Third-Party Retailers, in connection with the installation, activation and/or delivery of Dish Network satellite television programming, equipment, and/or other goods.

- 4.8 “Electronic Fund Transfer” or “EFT” shall mean an “electronic fund transfer,” as that term is defined in the Electronic Fund Transfer Act, 15 U.S.C. §1601 *et seq.*
- 4.9 “Multistate Executive Committee” shall refer to representatives from the Offices of the Attorneys General of the States of Maryland, Massachusetts, Missouri, Pennsylvania, Tennessee and Washington.
- 4.10 “Third-Party Retailer” shall mean one or more persons, a corporation, a partnership, or any other type of entity, as the case may be, that is authorized by EchoStar to offer, sell, Advertise, telemarket, install, and/or activate Dish Network Services and/or Dish Network Goods.

5. APPLICATION OF JUDGMENT TO ECHOSTAR AND ITS SUCCESSORS

5.1 EchoStar agrees that the duties, responsibilities, burdens and obligations undertaken in connection with this Judgment shall apply to EchoStar, to each of its officers, directors, partners, subsidiaries, affiliates, managers, parents, related entities, agents, assigns, representatives, employees, successors, sales staff, and any and all other persons or entities acting directly or indirectly on its behalf.

5.2 EchoStar shall immediately inform and give actual notice to all successors, assigns, transferees, officers, agents, affiliates, employees, and representatives of EchoStar of the terms of this Judgment.

5.3 EchoStar shall require its Third-Party Retailers to comply with the terms and conditions of this Judgment.

6. PERMANENT INJUNCTION AND REHABILITATION

It is hereby agreed by EchoStar that immediately upon the entry of this Judgment, pursuant to (INSERT APPLICABLE STATE CITATION), EchoStar and anyone in concert with it, shall be permanently and forever enjoined, restrained and bound from directly or indirectly engaging in the practices set forth herein and further, permanently required to directly or indirectly satisfy the affirmative requirements set forth herein:

General Consumer Protection Provisions

6.1 EchoStar shall not commit any unfair or deceptive trade practices as defined by [insert state consumer protection act].

6.2 EchoStar shall not misrepresent, directly or through Third-Party Retailers, expressly or by implication, any term or condition of an offer to sell any Dish Network Goods and/or Dish Network Services.

6.3 EchoStar shall not make, directly or through Third-Party Retailers, any material omissions of fact regarding any term or condition of an offer to sell any Dish Network Goods and/or Dish Network Services.

6.4 EchoStar shall not represent or imply that goods or services have characteristics, uses or benefits that they do not have.

6.5 EchoStar shall not offer, Advertise, or sell any goods or services, or authorize any other person or entity to offer, Advertise, or sell any goods or services on its behalf, unless at the time of the offer, Advertisement, or sale it is able to provide Consumers with a good or the service that complies with any representations that are made in connection with the offer, Advertisement, or sale.

6.6 EchoStar shall not use, directly or through any Third-Party Retailers, any statements or illustrations in any Advertisement or representations made to Consumers that create a false impression of the grade, quality, quantity, make, value, age, size, color, usability, or origin of any goods or services or which may otherwise misrepresent the nature, quality and/or characteristics of any Dish Network Goods and/or Dish Network Services.

Material Terms/No Fine Print

6.7 EchoStar shall Clearly and Conspicuously disclose to Consumers in any offer, Advertisement, or sale of Dish Network Services and/or Dish Network Goods that it makes, or that is made through any Third-Party Retailer, all material terms and conditions of the offer and sale, including, but not limited to: (i) any limitations on the availability of Dish Network Services; (ii) any limitations on the capabilities of Dish Network Goods; (iii) any costs, fees, penalties or other payment Consumers must pay to receive Dish Network Goods and/or Dish Network Services and to return and/or cancel any Dish Network Goods and/or Dish Network Services; (iv) any commitment to a minimum term of service required to accept any offer for Dish Network Goods and/or Dish Network Services; and (v) all cancellation fees, termination fees, and any other fines, fees or penalties that Consumers may be asked to pay if they terminate an Agreement.

6.8 EchoStar shall not fail to disclose Clearly and Conspicuously, directly or through Third-Party Retailers, any material term or condition of an offer to sell any Dish Network Goods and/or Dish Network Services, including, but not limited to, failing to Clearly and Conspicuously disclose terms or conditions of an offer by using fine or small print or an inaudible broadcast.

Equipment Offers

6.9 EchoStar shall Clearly and Conspicuously disclose in all of its Advertisements and other representations it makes to Consumers offering equipment involving the use of more than one receiver, directly and through Third-Party Retailers, all material terms and limitations regarding the use of multiple receivers in connection with the broadcast of satellite television programming, including, but not limited to, any limitations on viewing satellite programming

independently on more than one television and any additional charges that must be paid in connection with the use of any additional receiver.

6.10 EchoStar shall not offer and/or sell to any Consumers, directly or through any Third-Party Retailer, any previously used and/or refurbished Dish Network Goods, including, but not limited to, any satellite television receivers, unless it Clearly and Conspicuously discloses to Consumers that the Dish Network Goods were previously used and/or refurbished. For purposes of this paragraph, a Clear and Conspicuous disclosure shall be a notice that otherwise complies with the terms of this Judgment and is signed by the Consumer separate and apart from the service, installation, or any other Agreement.

Programming Availability

6.11 EchoStar shall Clearly and Conspicuously disclose, directly and through Third-Party Retailers, in all of its Advertisements and other representations it makes to Consumers regarding local channels, all material terms and limitations concerning the availability of local channels, including, but not limited to, specifically identifying which channels are available and disclosing whether the local channels are available in all areas where the Advertisements or representations will reasonably appear.

6.12 EchoStar shall not represent, directly or through Third-Party Retailers, that specific programming is or may be available in a certain area when it is not.

6.13 EchoStar shall Clearly and Conspicuously disclose, directly and through Third-Party Retailers, in all of its Advertisements and other representations it makes to Consumers, which include representations about any sports packages offered by EchoStar, all material terms and limitations, including, but not limited to, that blackouts may apply or that not all games are available. In order to facilitate such disclosure, within sixty (60) days from the date of the entry of this Judgment, EchoStar shall make available to Consumers a toll-free number containing information explaining all existing limitations on the broadcast availability of any sports packages offered by EchoStar, including specific information about blackouts that can be anticipated in the Consumers' geographic regions. EchoStar shall Clearly and Conspicuously disclose the existence of the toll-free number in any Advertisements or representations it makes, or that are made on its behalf, in connection with the offer and/or sale of any sports packages.

Rebates, Credits or Free Offers

6.14 EchoStar shall Clearly and Conspicuously disclose, directly and through any Third-Party Retailers, in all of its Advertisements and other representations it makes to Consumers that include the offer of a rebate or credit, all material terms and conditions associated with the offer, including all terms, limitations and conditions on claiming the rebate or credit.

6.15 EchoStar shall not represent to Consumers, directly or through Third-Party Retailers, that an amount is the total price of any Dish Network Goods and/or Dish Network

Services if the amount includes any rebate or credit unless that rebate or credit is automatically applied to the price the Consumer must pay without any qualifications or limitations and without any action having to be taken by the Consumer to obtain the benefit of the rebate or credit.

6.16 EchoStar shall Clearly and Conspicuously disclose, directly and through Third-Party Retailers, in all of its Advertisements and other representations it makes to Consumers that concern the offer of a rebate, credit or other discount, the price of the Dish Network Goods and/or Dish Network Services without reference to any rebate, credit, discount or other amount that EchoStar may deduct from the price (the "Total Price"). In addition to disclosing the Total Price, EchoStar may disclose the price for any Dish Network Goods and/or Dish Network Services less any rebate, credit discount or other amount to Consumers, as long as EchoStar Clearly and Conspicuously discloses in any Advertisements or representations: (i) the price less any rebate, credit or other discount with equal prominence and in close proximity to Total Price; and (ii) any qualifications or limitations for obtaining the rebate, credit, discount or other amount.

6.17 EchoStar shall Clearly and Conspicuously disclose, directly and through Third-Party Retailers, in all of its Advertisements and other representations it makes to Consumers concerning the offer of a free good or service, all terms and conditions of the offer.

6.18 EchoStar shall comply, directly and through Third-Party Retailers, with the FTC Guide Concerning Use of the Word "Free" and Similar Representations, 16 C.F.R. § 251.

6.19 EchoStar shall comply, directly and through Third-Party Retailers, with all federal, state and local laws, rules and regulations regarding any free offers or other prize, gift, award and incentive promotions.

Retroactive Changes to Guarantee/Warranty/Refund Program

6.20 EchoStar shall not retroactively change, directly or through Third-Party Retailers, the terms of any warranty, guarantee, refund, or customer service satisfaction program offered in connection with the sale of any Dish Network Goods and/or Dish Network Services unless the change is being made for the benefit of Consumers, such as expanding the coverage of any warranty, broadening the scope of any refund or other program or coverage, and/or extending any deadlines or expiration dates.

Reference and Comparison Prices

6.21 EchoStar shall comply, in all of its Advertisements and other representations it makes to Consumers, directly and through Third-Party Retailers, with the terms of the FTC guidelines on the use of reference prices and with all federal, state and local laws, rules and regulations regarding reference-pricing, including, but not limited to: (i) disclosing the reference price; and (ii) only offering as a reference price a price that has been actively and openly offered for a reasonable period of time.

6.22 EchoStar shall not compare, directly or through Third-Party Retailers, the price of any of Dish Network Goods and/or Dish Network Services with a competitor's price unless the comparison is for a specifically identified item that does not materially differ in composition, grade, quality, style, design, model, name or brand, kind or variety from EchoStar's comparable product.

6.23 EchoStar shall not compare, directly or through Third-Party Retailers, the price of any of Dish Network Goods and/or Dish Network Services to a competitor's price that includes charges to consumers for which EchoStar charges separately, unless EchoStar includes in its advertised price all charges that the competitor includes in its price.

Formation of Contract: Required Procedures, Notices and Disclosures

6.24 EchoStar shall Clearly and Conspicuously disclose the following information to all consumers to whom it sells, directly and through Third-Party Retailers, any Dish Network Goods and/or Dish Network Services, in a written Agreement, requiring the Consumer's initials next to each paragraph containing such information:

- (A) the length of the term of any Agreement;
- (B) an itemization of any cost that the Consumer will incur in order to purchase or receive any Dish Network Goods and/or Dish Network Services that are being offered in the Agreement;
- (C) any minimum programming requirements;
- (D) the amount and mode of calculation of any cancellation or termination fee;
- (E) equipment return policies, procedures, and fees;
- (F) the billing cycle, the amount of any late fees and the date on which any late fees will be imposed;
- (G) all additional fees for miscellaneous services, e.g., third-party billing agent fees, customer service fees, etc.;
- (H) all payment options that are offered to the Consumer; and
- (I) the availability of any option to purchase rather than lease equipment for service.

Additionally, EchoStar shall, prior to installing Dish Network Goods and/or activating Dish Network Services, whichever occurs earlier, orally disclose to Consumers the information contained in subparagraphs A-I.

6.25 EchoStar shall, directly or through Third-Party Retailers, prior to installing Dish Network Goods and/or activating Dish Network Services, whichever occurs earlier, provide the Consumer with a fully executed copy of all Agreement(s) governing the sale, purchase, installation, provision, receipt, and/or use of any Dish Network Goods and/or any Dish Network Services, including the Agreement required by paragraph 6.24 For purposes of this paragraph, a fully executed Agreement shall constitute an Agreement that has been signed by both the Consumer and EchoStar signifying their acceptance of the terms and conditions contained in the Agreement(s).

6.26 EchoStar shall, directly or through Third-Party Retailers, prior to installing any Dish Network Goods and/or activating any Dish Network Services, Clearly and Conspicuously identify by name, address, and toll-free telephone number the entity that the Consumer should contact with questions regarding: (A) billing, (B) installation, (C) equipment, and (D) service.

6.27 In the event EchoStar assigns any of its duties, obligations, or responsibilities under any of its Agreements to a third party during the term of the Agreement, EchoStar shall Clearly and Conspicuously inform the Consumer in writing of the assignment, including the name, address, and the telephone number of the third party, and the duties, obligations, and responsibilities of the third party. EchoStar shall communicate such information to the Consumer at least thirty (30) days prior to such assignment.

6.28 EchoStar shall maintain a copy of all Agreements signed by Consumers for the entire period during which the Consumer is an EchoStar customer and for a minimum period of one (1) year following termination of the Consumer's service. A copy of each fully executed Agreement shall be made available to the Consumer within fifteen (15) days of the Consumer's request for such Agreement(s).

Contract Terms

6.29 EchoStar shall not include in its Agreements, or permit in any Agreements used by its Third-Party Retailers in connection with the installation or sale of any Dish Network Goods and/or Dish Network Services, a waiver of Consumers' rights and/or remedies unless EchoStar, and/or its Third-Party Retailers: (i) Clearly and Conspicuously disclose the rights or remedies that the Consumers are being asked to waive; and (ii) require the Consumers to place their initials signaling their understanding and acceptance of the waiver next to the paragraph containing the waiver. Further, EchoStar shall not include in its Agreements, or permit in any Agreements used by its Third-Party Retailers in connection with the installation or sale of any Dish Network Goods and/or Dish Network Services, any language requiring Consumers to waive any rights and/or remedies in contravention of any local, state or federal law.

6.30 EchoStar shall use a minimum of 12-point font, set with serif typeface (such as Times, Times New Roman or Georgia), and set with at least one-inch margins on all sides of the page in all Agreements EchoStar enters with Consumers, directly and through Third-Party Retailers.

6.31 EchoStar shall use plain and understandable English in all Agreements EchoStar enters with Consumers, directly and through Third-Party Retailers.

6.32 EchoStar shall, when offering and/or selling Dish Network Goods and/or Dish Network Services, directly and through Third-Party Retailers, furnish upon request a Spanish-language version of any Agreements and other documents it provides to Consumers who seek to purchase Dish Network Goods and/or Dish Network Services and to offer such Spanish-language versions to any Consumer it has reason to believe is primarily Spanish-speaking.

6.33 EchoStar shall not unilaterally alter, directly or through any Third-Party Retailers, the terms of any Agreement concerning the purchase of Dish Network Services and/or the purchase or lease of Dish Network Goods without the express written consent of the Consumer with whom it entered the Agreement. Further, EchoStar shall not include in any Agreement, or permit in any Agreement used by any Third-Party Retailers concerning the purchase of Dish Network Services and/or the purchase or lease of Dish Network, any provision that permits it to unilaterally alter, directly or through any Third-Party Retailers, the terms of any Agreement concerning the purchase of Dish Network Services and/or the purchase or lease of Dish Network Goods.

Electronic Fund Transfers and Credit Card Autopay

6.34 EchoStar shall:

- (A) prior to enrolling a Consumer in either an Electronic Fund Transfer ("EFT") or Credit/Debit Card AutoPay ("CCA") program for billing, obtain written or electronic authorization from the Consumer that is separate and apart from a Consumer's signature on any Agreement to charge the payments for monthly programming, pay-per-view, and other similar and related charges to a credit or debit card or to obtain payment for such services via an EFT. The authorization required under this paragraph shall require the Consumer to identify the exact and only bank account or exact and only credit or debit card that is authorized under the EFT or CCA program, and EchoStar shall be prohibited from making any EFT or credit or debit card charge from any other bank account or on any other credit or debit card other than the one authorized by the Consumer pursuant to this paragraph. The authorization form shall provide to the Consumer (i) an EchoStar telephone number to call with questions or objections about any payment scheduled to be made or already made or about the EFT or CCA programs, and (ii) the process by which Consumers may revoke their authorization or cancel their enrollment in the EFT or CCA program;
- (B) prior to initiating the first EFT or credit or debit card charge under an EFT or CCA program, provide to the Consumer a copy of the Consumer's signed authorization form required under this paragraph;
- (C) maintain the signed written or electronic authorization form required under this paragraph for the duration of the Consumer's enrollment in such a program and for a period not less than one (1) year after the Consumer's service is terminated with EchoStar;
- (D) provide a copy of the Consumer's signed authorization form required under this paragraph to the Attorney General within five (5) business days of receipt of a request from the Attorney General for such authorization;

- (E) record and/or maintain a record of any Consumer's revocation of their authorization made for enrollment in an EFT or CCA program for a period not less than one (1) year after the Consumer's service is terminated with EchoStar; and
- (F) at least ten (10) days prior to effectuating an EFT or credit or debit card charge under an EFT or CCA program, provide a written or electronic bill to the Consumer disclosing: (i) the charges and the exact amount that will be subject to an EFT or credit or debit card charge pursuant to the EFT or CCA program in which the Consumer is enrolled; (ii) the date on which the EFT or credit or debit card charge will be made; and (iii) an EchoStar telephone number that Consumers may call with any inquiries related to their bills.

6.35 EchoStar shall not:

- (A) make any EFT or credit or debit card charge under an EFT or CCA program using any bank account or credit or debit card that has not been specifically authorized in writing by the Consumer or for which any previously provided authorization has been revoked;
- (B) make any EFT or credit or debit card charge for a Consumer's early cancellation of an Agreement or for unreturned equipment without receiving the Consumer's express prior written, electronic, or verbal authorization, consistent with the terms of this section for obtaining such an authorization, and which authorization may not be obtained prior to the Consumer incurring the charge;
- (C) make any one-time EFT or credit or debit card charge without receiving the Consumer's express prior written, electronic, or verbal authorization for the specific charge, consistent with the terms of this Judgment for obtaining such an authorization, and which authorization shall not be obtained prior to the Consumer incurring the charge, unless it is for prepayment for any Dish Network Goods and/or Dish Network Services that the Consumer has requested and agreed to; or
- (D) make any EFT from a bank account or charge to a credit or debit card belonging to someone other than the customer named on the specific account (hereinafter "the Third-Party Payer") without first obtaining the Third-Party Payer's express prior written, electronic, or verbal authorization for the payment, consistent with the terms of this Judgment for obtaining such an authorization, which authorization may not be obtained prior to the Consumer incurring the charge for which the Third-Party Payer is making a payment, unless it is for prepayment for any Dish Network Goods and/or Dish Network Services the Consumer has requested and the Consumer has agreed to the payment.

Termination of Services and Equipment Return

6.36 EchoStar shall not, directly or through any Third-Party Retailer, bill any Consumer any cancellation, termination, or other fee in connection with the termination of any Dish Network Services and/or the return of any Dish Network Goods unless it: (i) can document that it has complied with the terms of its Agreement and any representations it has made to Consumers, directly and through any Third-Party Retailers, regarding EchoStar's and/or the Consumers' obligations with respect to cancellation or termination of any Dish Network Services and/or the return of any Dish Network Goods; and (ii) has provided the Consumer with the notice required under paragraph 6.37.

6.37 At least ten (10) days prior to billing Consumers any cancellation, termination, or other fee in connection with the termination of any Dish Network Services and/or return of any Dish Network Goods, EchoStar shall provide Consumers with a notice Clearly and Conspicuously disclosing to the Consumer the following information: (i) the terms and conditions under which the Consumer may cancel his or her Agreement; (ii) the terms and conditions under which the Consumer must return any Dish Network Goods to EchoStar; (iii) the terms and conditions pursuant to which EchoStar may charge any cancellation, termination, or other fee; (iv) the amount of any cancellation, termination or other fee for which EchoStar intends to bill or charge the consumer; (v) a toll-free telephone number that the Consumer may call to discuss or dispute any cancellation, termination, or other fee EchoStar intends to bill in connection with the termination of any Dish Network Services and/or return of any Dish Network Goods; and (vi) the procedure the Consumer may follow to avoid incurring the cancellation, termination or other fee.

6.38 If a Consumer complains to EchoStar or to one of its Third-Party Retailers concerning any problems he or she experiences with signal reception or any other issues regarding impairment or limitations on the quality or usability of any Dish Network Services, EchoStar shall either (i) allow the Consumer to cancel his or her Agreement without any further obligation, penalty or cost, or (ii) directly or through its Third-Party Retailer, schedule and complete an in-home service appointment to correct the problem. If the problem cannot be corrected to the Consumer's satisfaction within thirty (30) days of EchoStar's receipt of the Consumer's complaint, the Consumer shall have the right to cancel his or her Agreement with EchoStar without any further obligation, penalty or cost.

6.39 EchoStar shall not, directly or through any Third-Party Retailers, deactivate or otherwise terminate any Dish Network Services unless it delivers to the Consumer whose Dish Network Services are to be deactivated or otherwise terminated, at least twenty (20) days prior to the deactivation or termination, a notice that Clearly and Conspicuously discloses the scheduled date of the deactivation or termination, the reason for the deactivation or termination and what actions or recourse, if any, the Consumer may take to avoid the deactivation or termination. EchoStar shall not, directly or through any Third-Party Retailers, bill the consumer any cancellation, termination or other fee in connection with the deactivation or termination of any Dish Network Services unless it can document that it has provided the Consumer with the notice required under this paragraph.

6.40 EchoStar shall not, directly or through any Third-Party Retailers, wrongfully terminate any Consumer's Agreement. For purposes of this Judgment, wrongful termination of a Consumer's Agreement shall include termination as a result of any error by EchoStar or in violation of any Agreement. In the event EchoStar wrongfully terminates any Agreement, EchoStar shall (i) refund any amount it charged the Consumer in connection with the wrongful termination and (ii) not charge the Consumer whose Agreement was wrongfully terminated any reactivation fee or other fee to reactivate Dish Network Services.

6.41 EchoStar shall not, directly or through any Third-Party Retailers, charge Consumers any fee in connection with the return of any Dish Network Goods if EchoStar fails to comply with the terms of any Agreement or any representations that it or its Third-Party Retailers make to Consumers in connection with the return of any Dish Network Goods.

6.42 EchoStar shall not charge any Consumer any cancellation, termination or other fee in connection with the termination of any Dish Network Services that exceeds the amount of the Consumer's remaining payment obligation under any Agreement.

6.43 EchoStar shall not charge any Consumer any cancellation, termination or other fee in connection with the return of any Dish Network Goods that exceeds the amount that EchoStar paid to acquire the Dish Network Good.

Credit Check Policies

6.44 EchoStar shall disclose to Consumers, directly or through any Third-Party Retailers, prior to the sale of any Dish Network Goods and/or Dish Network Services, any requirement that Consumers provide EchoStar with their social security numbers in order to activate any Dish Network Services or to purchase or lease any Dish Network Goods. EchoStar shall further disclose to Consumers, prior to the sale of any Dish Network Goods and/or Dish Network Services, the reason for requiring a social security number, the identities of any third parties with which EchoStar may share the social security number, and any alternatives available to the Consumer to providing EchoStar their social security number. EchoStar shall not require or use Consumers' social security numbers for any purpose other than to perform credit checks on Consumers in order to qualify Consumers for the purchase or lease of Dish Network Goods and/or Dish Network Services. Furthermore, EchoStar shall comply with all federal, state and local laws, regulations, and rules regarding the gathering, maintaining, storing and sharing of Consumers' social security numbers.

6.45 EchoStar shall issue an adverse action notice pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, to any Consumers against whom EchoStar took any adverse action based in whole or in part on any information contained in the Consumer's credit report, including, but not limited to, refusing to offer a promotional discounted price for any Dish Network Services and/or Dish Network Goods or requiring a deposit in connection with the purchase of any Dish Network Services and/or the purchase or lease of any Dish Network Goods.

Third-Party Retailers

6.46 EchoStar shall be responsible for the Advertising, representations, marketing, telemarketing and promotion of Dish Network Services and/or Dish Network Goods by its Third-Party Retailers.

6.47 EchoStar shall require its Third-Party Retailers to offer, Advertise, install, and/or sell Dish Network Goods and/or Dish Network Services, and to make representations to Consumers in connection therewith, in a manner consistent with the terms of this Judgment.

6.48 EchoStar shall affirmatively investigate complaints made to it or to the Better Business Bureau by Consumers, regulatory agencies or law enforcement entities pertaining to its Third-Party Retailers' offer, Advertisement, installation, and/or sale of Dish Network Goods and/or Dish Network Services, and shall take immediate appropriate action against any Third-Party Retailer it has determined to be in violation of the requirements of this Judgment. Appropriate action will include retraining and other disciplinary action, up to and including termination of the Third-Party Retailer's authority to offer, Advertise, install and/or sell Dish Network Goods and/or Dish Network Services. Within ten (10) days of learning of such a complaint or allegation, EchoStar shall provide the Attorney General with the following information: (i) the name, address, and phone number of the Consumer who made the allegation or complaint; (ii) a copy or description of the allegation or complaint; and (iii) the name, address and phone number of the Third-Party Retailer against whom the allegation or complaint was lodged. Further, EchoStar shall be required to notify the Attorney General of the specific action it took regarding the complaint or allegation.

6.49 EchoStar shall be responsible for the conduct of Third-Party Retailers that Advertise, market, promote, and/or solicit orders from Consumers for the purchase of Dish Network Goods and/or Dish Network Services, including, but not limited to, receiving and resolving Consumer complaints made against Third-Party Retailers in connection with Dish Network Goods and/or Dish Network Services.

6.50 EchoStar shall be bound by and honor any representations that are made to Consumers by its Third-Party Retailers who offer, Advertise, install, and/or sell Dish Network Goods and/or Dish Network Services.

6.51 Within thirty (30) days of the date of the entry of this Judgment, EchoStar shall provide each Third-Party Retailer who offers, Advertises, installs, and/or sells Dish Network Goods and/or Dish Network Services with a copy of this Judgment and inform such Third-Party Retailers that in order to continue acting as authorized EchoStar Third-Party Retailers, they must abide by the terms and conditions of this Judgment.

6.52 EchoStar shall not allow its Third-Party Retailers to charge any fees to Consumers for Dish Network Services and/or Dish Network Goods other than for installation and after-sale services performed by the Third-Party Retailer, and EchoStar shall only permit its Third-Party Retailers to charge such fees if the amount and the purpose of the fees are Clearly and

Conspicuously disclosed in writing to Consumers prior to their entering any Agreements with EchoStar.

6.53 EchoStar shall require its Third-Party Retailers, when offering, Advertising, installing, servicing, and/or selling any Dish Network Goods and/or Dish Network Services, to identify themselves to Consumers, including Clearly and Conspicuously disclosing their name, address and telephone number, and their relationship to EchoStar.

6.54 EchoStar shall require its Third-Party Retailers, when they receive a Consumer complaint, to provide any Consumer whose complaint the Third-Party Retailer cannot resolve to the Consumer's satisfaction with EchoStar's toll-free telephone number for resolving complaints.

Account Assignment to Third Parties

6.55 In the event that EchoStar assigns a Consumer's account to a third-party billing agent, at least forty-five (45) days in advance of such assignment, EchoStar must send the Consumer a notice Clearly and Conspicuously disclosing the following: (i) the name, address and phone number of the third-party billing agent; (ii) an itemization of the amounts that have been assigned to the billing agent; and (iii) a description of the services provided for which the amounts are being billed.

6.56 EchoStar shall be responsible for the conduct of any third-party agent to which it assigns any Consumer's account, including, but not limited to, receiving and resolving Consumer complaints made against such third-party agents in connection with the billing for any Dish Network Goods and/or Dish Network Services.

6.57 In the event that EchoStar assigns a Consumer's account to a third-party billing agent, the terms of such an assignment shall include the requirement that the third-party billing agent abide any terms contained in the Agreement concerning the collection of any outstanding balance owed by the Consumer.

Telemarketing and Do Not Call

6.58 EchoStar shall comply with all federal, state and local laws regarding telemarketing, including, but not limited to, those which prohibit calling Consumers who are on any federal, state, or local do-not-call lists.

6.59 EchoStar shall comply with all federal, state and local laws requiring the acquisition or purchase of national and state do-not-call databases and shall not make any telemarketing calls to Consumers until it has acquired or purchased all required do-not-call databases.

6.60 EchoStar shall not initiate an outbound telephone call to a person who has previously stated that he or she does not wish to receive an outbound telephone call made by or on behalf of EchoStar.

6.61 EchoStar shall require any person or entity that conducts telemarketing on its behalf in connection with the offer and/or sale of Dish Network Goods and/or Dish Network Services during any telemarketing calls it makes to (i) provide to the Consumer the name of the person or entity that is making the call and (ii) inform the Consumer that it is making the telemarketing call on EchoStar's behalf.

6.62 EchoStar shall register with any and all governmental entities or agencies as required by any and all applicable federal, state and local laws in each jurisdiction in which it engages in telemarketing activities.

6.63 EchoStar shall, if and to the extent that it is not already the existing practice of EchoStar, establish and implement an internal do-not-call list, as well as policy and procedures, to ensure that EchoStar and any Third-Party Retailer through which it contacts Consumers for the purpose of offering and/or selling Dish Network Goods and/or Dish Network Services do not call any Consumers on EchoStar's internal do-not-call list or any Consumer listed on any federal, state or local do-not-call list. Within thirty (30) days of the date of the entry of this Judgment, EchoStar shall provide the Attorney General with a copy of such written policies and procedures. EchoStar shall notify the Attorney General in writing of any changes it makes to the policies or procedures required under this paragraph.

6.64 EchoStar shall require any Third-Party Retailer that telemarkets any Dish Network Goods and/or Dish Network Services to establish written policies and procedures to comply with: (i) all federal, state and local laws regarding telemarketing, including, but not limited to, those which prohibit calling Consumers who are on any federal, state and local do-not-call list; (ii) the terms of this Judgment. EchoStar shall provide the Attorney General with the name, address and telephone number of any Third-Party Retailers that presently or in the future telemarket Dish Network Goods and/or Dish Network Services.

Complaint Handling

6.65 EchoStar shall maintain all Consumer complaints it receives and EchoStar's responses to those Consumer complaints for a period of five (5) years. For the purposes of this Judgment, Consumer complaints shall include, but are not limited to, any written, oral or electronic message received from a Consumer or notations about a Consumer contact indicating a problem or dissatisfaction in any form in connection with the offer, sale, installation, activation and/or use of any Dish Network Goods and/or Dish Network Services.

6.66 Within thirty (30) days of the entry of this Judgment, EchoStar shall appoint a person or persons or an entity to act as a direct contact for the Attorney General (or other state agencies responsible for complaint mediation) for resolution of Consumer complaints. EchoStar shall provide the Attorney General (or other state agencies) with the name(s), address(es), telephone number(s), facsimile number(s) and e-mail address(es) of the person(s) or entity(ies) within three (3) days of his/her/its appointment.

6.67 EchoStar shall not sell or attempt to sell any Dish Network Goods and/or Dish Network Services while responding to or in connection with any Consumer complaint unless the sale is necessary to resolving the Consumer complaint.

6.68 EchoStar shall assign to each Consumer complaint that it receives a complaint tracking number, which it shall and provide to the Consumer, and shall record the Consumer complaint in the Consumer's account activity/history by including: (i) a description of the complaint; (ii) the assigned tracking number; (iii) the date EchoStar received the complaint; (iv) a chronological history of all communications with the Consumer regarding the complaint, indicating the date of each communication, the name or identifier of the EchoStar representative communicating with the Consumer, all proposed resolutions, and the Consumer's response to all proposed resolutions; and (v) a description of the ultimate resolution of the complaint that includes any relief provided and the date of the resolution.

6.69 Whenever a Consumer shall communicate a complaint to EchoStar by any means, the representative of EchoStar communicating with the Consumer shall identify himself or herself by name or other personal identifier.

7. RESTITUTION

PLAN TO BE PROVIDED LATER.

8. ATTORNEYS' FEES AND COSTS TO THE STATE

8.1 EchoStar shall pay the sum of \$_____, to the State of (INSERT STATE and state specific language: for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for Consumer Protection purposes at the sole discretion of the (INSERT STATE) Attorney General. Said payment shall be made by providing a certified or cashier's check made payable to the "Treasurer, State of (INSERT STATE) - Attorney General" and shall be delivered to the Attorney General on the day of execution of this Judgment.

9. MONETARY PENALTY PAYMENT TO THE STATE

9.1 EchoStar shall pay the State a civil penalty in the amount of \$_____, which shall be used by the State as and for attorneys' fees and other costs of investigation and litigation, or for future public protection purposes, or to be placed in, or applied to, the consumer protection enforcement fund, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of [Inserted Attorney General of State].

10. GENERAL PROVISIONS

10.1 The acceptance of this Judgment by the State shall not be deemed approval by the State of any of EchoStar's Advertising or business practices. Further, neither EchoStar nor anyone acting on its behalf shall state or imply or cause to be stated or implied that the State, the Attorney General, or any other governmental unit of the State, has approved, sanctioned or authorized any practice, act, Advertisement, representation or conduct of EchoStar.

10.2 This Judgment may only be enforced by the parties hereto.

10.3 The titles and headers to each section of this Judgment are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Judgment.

10.4 As used herein, the plural shall refer to the singular and the singular shall refer to the plural and the masculine and the feminine and the neuter shall refer to the other, as the context requires.

10.5 Nothing in this Judgment shall limit the Attorney General's right to obtain information, documents or testimony from EchoStar pursuant to any state or federal law, regulation or rule.

10.6 Nothing in this Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State. In addition, this Judgment shall not bar the State or any other governmental entity from enforcing laws, regulations or rules against EchoStar.

10.7 Nothing in this Judgment constitutes an agreement by the State concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

10.8 EchoStar hereby expressly waives and relinquishes any and all rights, remedies, appeals, or other interests that it may possess to a jury trial or any derivative rights that flow from a trial by jury under the State Constitution or United States Constitution or any other law, regulation or rule regarding the entry of this Judgment.

10.9 No waiver, modification, or amendment of the terms of this Judgment shall be valid or binding unless made in writing, signed by the party to be charged, and approved by this Honorable Court, and then only to the extent set forth in such written waiver, modification or amendment.

10.10 Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment and the imposition of any applicable penalties, including, but not limited to, contempt, civil penalties, and/or the payment of attorneys' fees to the State.

10.11 If any clause, provision or section of this Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Judgment and this Judgment shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not be contained herein.

10.12 This Judgment sets forth the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Judgment.

10.13 Nothing in this Judgment shall be construed to waive any claims of sovereign immunity the State may have in any action or proceeding.

10.14 EchoStar will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Judgment or for any other purpose which would otherwise circumvent any part of this Judgment or the spirit or purposes of this Judgment.

11. REPRESENTATIONS AND WARRANTIES

11.1 EchoStar represents and warrants that the execution and delivery of this Judgment is its free and voluntary act, that this Judgment is the result of good faith negotiations.

11.2 EchoStar represents and warrants that signatories to this Judgment have authority to act for and bind EchoStar.

12. COMPLIANCE WITH ALL LAWS

12.1 Nothing in this Judgment shall be construed as relieving EchoStar of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Judgment be deemed to be permission to engage in any acts or practices prohibited by such law, regulation, or rule.

13. PENALTY FOR FAILURE TO COMPLY

13.1 (THE PENALTIES SECTIONS WILL BE STATE SPECIFIC. FOR EXAMPLE: EchoStar understands and acknowledges that pursuant to the provisions of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-108(c), any knowing violation of the terms of this Judgment shall be punishable by civil penalties of not more than Two Thousand Dollars (\$2,000.00) for each violation, in addition to any other appropriate sanctions including, but not limited to, contempt sanctions and the imposition of attorneys' fees and civil penalties.

13.2 EchoStar understands that upon execution and filing of this Judgment, any subsequent failure to comply with the terms hereof is a prima facie evidence of a violation of the Tennessee Consumer Protection Act.

14. MONITORING FOR COMPLIANCE

14.1 Upon request, EchoStar shall provide books, records and/or documents to the State at any time, and further, to informally, or formally under oath, provide testimony or other information to the State relating to compliance with this Judgment. EchoStar shall make any requested information available within one (1) week of the request, at the Office of the Attorney General or at such other location within the State as is mutually agreeable in writing to EchoStar and the Attorney General. This shall in no way limit the State's right to obtain documents, records, testimony or other information pursuant to any law, regulation, or rule.

14.2 Within thirty (30) days of the entry of this Judgment, EchoStar shall submit a copy of this Judgment to each of its officers, directors, employees, and any third parties who act directly or indirectly on behalf of EchoStar as an agent, independent contractor or who are involved in conducting business on behalf of EchoStar in the State. Within forty-five (45) days of entry of this Judgment, EchoStar shall provide the State with an affidavit verifying and certifying that all required persons have been supplied with a copy of this Judgment.

14.3 The State has the right to test shop EchoStar for the purpose of confirming compliance with this Judgment and state law. The test shoppers are not required to disclose that they are representatives of the State when making contact with EchoStar. Further, EchoStar hereby agrees that the State may record any or all aspects of its solicitations or visit(s) with EchoStar in audio and/or video form without notice to EchoStar. EchoStar agrees to void any sale that is commenced by a test shopper and return any monies paid by a test shopper upon notification that it was test shopping conducted by the State.

15. PRIVATE RIGHT OF ACTION

15.1 Nothing in this Judgment shall be construed to affect, restrict, limit, waive or alter any private right of action that a Consumer may have against EchoStar.

16. NOTIFICATION TO STATE

16.1 For five (5) years following execution of this Judgment, EchoStar shall notify the Multistate Executive Committee, Deputy Attorney General, c/o Consumer Advocate & Protection Division, Post Office Box 20207, Nashville, Tennessee 37202-0207 ATTN: DISH MULTISTATE COMPLIANCE NOTICE, in writing at least thirty (30) days prior to the effective date of any proposed changes in its corporate structure, such as dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm, the creation or dissolution or subsidiaries, or any other changes in EchoStar's status that may affect compliance with obligations arising out of this Judgment.

16.2 Any notices required to be sent to the State, Multistate Executive Committee or EchoStar by this Judgment shall be sent by United States certified mail, return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the State of Tennessee: Deputy Attorney General Office of the Attorney General Consumer Advocate and Protection Division Post Office Box 20207 Nashville, Tennessee 37202 Telephone: (615) 741-1671	For EchoStar: _____ _____ _____ _____
--	---

17. PAYMENT OF COURT COSTS

17.1 All court costs associated with this action and any other incidental costs or expenses incurred thereby shall be borne by EchoStar. No costs shall be taxed to the State. Further, no discretionary costs shall be taxed to the State.

IT IS SO ORDERED, ADJUDGED AND DECREED.

JUDGE

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE STATE OF (INSERT STATE)

ROBERT E. COOPER, JR.
Attorney General and Reporter
B.P.R. No. 10934

JEFFREY L. HILL
Senior Counsel
B.P.R. No. 16731

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State of Tennessee, Office of the Attorney General
Consumer Advocate & Protection Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 741-2614
Facsimile: (615) 532-2910
Email: Jeff.Hill@state.tn.us

APPROVED BY:

MARY CLEMENT, DIRECTOR
Division of Consumer Affairs
FOR ECHOSTAR:

Name:
Counsel EchoStar
B.P.R. No. _____
Address:
Telephone No.:
Facsimile:
Email:

(PLEASE NOTE MANY STATES REQUIRE LOCAL COUNSEL ADMITTED IN THEIR STATE)

Name:
Title:
#: XXX-XX-_____
Name of Business:
Address:
Phone:
Facsimile:
Email:

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008112

EXHIBIT 334

EXHIBIT 334

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Message

From: Ergen, Charlie [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=CHARLIE ERGEN]
Sent: 11/12/2007 6:05:32 PM
To: Dodge, Stanton [stanton.dodge@echostar.com]; Blum, Jeffrey [jeffrey.blum@echostar.com]
CC: Kalani, Lori [lori.kalani@echostar.com]
Subject: RE: North Carolina Investigation // PRIVILEGED

Ok..good to go..this is the last time I pay...make sure we have procedures in place...shame on us for making this mistake AGAIN...legal must take the lead on our operations here

c

From: Dodge, Stanton
Sent: Monday, November 12, 2007 3:58 PM
To: Ergen, Charlie; Blum, Jeffrey
Cc: Kalani, Lori
Subject: RE: North Carolina Investigation // PRIVILEGED

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

R. Stanton Dodge
EVP, General Counsel & Secretary
EchoStar Satellite L.L.C.
Direct: 303.723.1611
Mobile: 303.884.1909
Fax: 303.723.2050

ATTY / CLIENT AND WORK PRODUCT PRIVILEGES APPLY

From: Ergen, Charlie
Sent: Monday, November 12, 2007 3:56 PM
To: Blum, Jeffrey
Cc: Dodge, Stanton; Kalani, Lori
Subject: RE: North Carolina Investigation // PRIVILEGED

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

c

From: Blum, Jeffrey
Sent: Monday, November 12, 2007 2:40 PM
To: Ergen, Charlie
Cc: Dodge, Stanton; Kalani, Lori; Blum, Jeffrey
Subject: North Carolina Investigation // PRIVILEGED

c,

As you may know, we are being investigated by North Carolina for alleged do-not-call/TCPA violations. We have been working with them the past year in producing documents and attempting to negotiate an agreement to reduce violations by our retailers. NC is part of the 31-state investigation, but decided to do the TCPA investigation on its own. What we have proposed to NC in terms of injunctive relief is what we already are doing, what we plan to do in the future, and what we can easily agree to. Our TCPA complaints are down 80% from last year. We are investigating each complaint, notifying retailers, and disciplining retailers if they cannot get their act together, including termination. NC has proposed a settlement in which we agree to the injunctive relief and pay 100k -- not as a penalty -- but reimbursement for their

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TX 102-008540

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investigative costs. Last Friday, NC decided that if a settlement does not happen in the next week or two, they will proceed with litigation.

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT



Jeffrey H. Blum
Vice-President and Associate General Counsel
EchoStar Satellite LLC
9601 S. Meridian Blvd.
Englewood, CO 80112
(303) 723-3120
(303) 723-3024 (Fax)

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JA009279
008115

SLC_ DNC_Investigation_0002576
TX 102-008541

EXHIBIT 335

EXHIBIT 335

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Message

From: Rose, Lewis [LRose@KelleyDrye.com]
Sent: 11/29/2007 12:27:06 PM
To: Deitch, Russell S. [RDEITCH@ftc.gov]
CC: Hutnik, Alysa [AHutnik@KelleyDrye.com]; Blumenthal, Helen E. [hblumenthal@kelleydrye.com]; Kalani, Lori [lori.kalani@echostar.com]
Subject: EchoStar
Attachments: EchoStar FTC Settlement November 2007.pdf

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Russ

We are still in the process of reviewing the sample period of EchoStar calls from June through parts of September 2005 contained in the CD that you sent us. Based on our analysis thus far, we have determined that, of approximately 9.3 million calls, over 9 million of them were to former customers (within the 18 month EBR period). The majority of the remaining numbers were in response to inquiries made by consumers within 90 days prior to the outbound call. Our analysis of the remaining inquiry EBRs is not yet complete. So, our response to the question you left with my secretary earlier today is that EchoStar does have a defense to the calls for the CD you sent to it. Furthermore, EchoStar believes it is in full compliance with the DNC and call abandonment provisions of the TSR, although there may be a fraction of a percent of the calls that were called in error during that period. In other words, EchoStar's telemarketing procedures were effective and in accordance with the Safe Harbor. In any event, we remain troubled by your comment to me that the FTC will file suit against EchoStar even if we prove that EchoStar had EBRs for all the calls it initiated during the June-September 2005 time period because of calls initiated by independent, third party dealers. I think we need to resolve that issue as well. For that reason, we are meeting with Bill Blumenthal on December 5th.

In accordance with our meeting with Lydia, attached is a revised settlement offer for your consideration.

Lew

Lewis Rose

Kelley Drye & Warren LLP
3050 K Street, NW, Suite 400
Washington, DC 20007
202-342-8821 (voice)
202-391-8268 (cell)

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NOV 28 2018

Ann. B. Blum
CLERK OF COURT

1 APEN

J. Stephen Peek, Esq. (1758)

2 Robert J. Cassity, Esq. (9779)

3 HOLLAND & HART LLP

9555 Hillwood Drive, 2nd Floor

4 Las Vegas, Nevada 89134

Tel: (702) 669-4600

5 Fax: (702) 669-4650

speek@hollandhart.com

6 bcassity@hollandhart.com

7 C. Barr Flinn (*Admitted pro hac vice*)

Emily V. Burton (*Admitted pro hac vice*)

8 YOUNG CONAWAY STARGATT & TAYLOR, LLP

Rodney Square, 1000 North King Street

9 Wilmington, DE 19801

Tel: (302) 571-6600

10 Fax: (302) 571-1253

11 *Attorneys for Special Litigation Committee of*
12 *Nominal Defendant DISH Network*
13 *Corporation*

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 PLUMBERS LOCAL UNION NO. 519 PENSION
17 TRUST FUND and CITY OF STERLING
18 HEIGHTS POLICE AND FIRE RETIREMENT
19 SYSTEM, derivatively on behalf of nominal
20 defendant DISH NETWORK CORPORATION,

21 Plaintiffs,

22 v.

23 CHARLES W. ERGEN; JAMES DEFRANCO;
24 CANTEY M. ERGEN; STEVEN R.
25 GOODBARN; DAVID MOSKOWITZ; TOM A.
26 ORTOLF; CARL E. VOGEL; GEORGE R.
27 BROKAW; JOSEPH P. CLAYTON; and GARY
28 S. HOWARD,

Defendants,

DISH NETWORK CORPORATION, a Nevada
corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

VOLUME 14 OF APPENDIX TO
THE REPORT OF THE SPECIAL
LITIGATION COMMITTEE OF
DISH NETWORK CORPORATION


HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Phone: (702) 222-2500 ♦ Fax: (702) 669-4650

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<u>Ex.</u>	<u>Date</u>	<u>Description</u>	<u>Page No.</u>
336	12/10/2007	Email from L. Rose to L. Kalani	8118
337	12/14/2007	Retail Services Time Line TCPA Compliance Initiatives	8121
338	2008	KPMG DISH 2008 Integrated Audit Plan	8124
339	04/29/2008	Retailer Business Rules	8168
340	05/13/2008	Email from J. Blum to S. Dodge, et al.	8172
341	05/21/2008	Letter from L. Rose to R. Deitch	8176
342	07/24/2008	Dish Minutes of Regular Board Meeting	8184
343	07/24/2008	Dish Agenda of Regular Board Meeting	8197
344	08/04/2008	Email from M. Metzger to J. Blum and L. Kalani	8215
345	08/14/2008	Letter from L. Rose to R. Deitch	8218
346	09/08/2008	Order Entry Retailers Executive Summary	8230

DATED this 28th day of November 2018.

By 
J. Stephen Peek, Esq. (1758)
Robert J. Cassity, Esq. (9779)
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

C. Barr Flinn (*Admitted pro hac vice*)
Emily V. Burton (*Admitted pro hac vice*)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street
Wilmington, DE 19801

*Attorneys for the Special Litigation Committee of
Nominal Defendant DISH Network Corporation*

HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Phone: (702) 222-2500 ♦ Fax: (702) 669-4650

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of November 2018, a true and correct copy of the foregoing **VOLUME 14 OF APPENDIX TO THE REPORT OF THE SPECIAL LITIGATION COMMITTEE** was served by the following method(s):

☐ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

David C. O'Mara, Esq.
THE O'MARA LAW FIRM, PC.
311 East Liberty Street
Reno, NV 89501

Mark E. Ferrario, Esq.
Chris Miltenberger, Esq.
GREENBERG TRAURIG LLP
10845 Griffith Peak Drive, Ste 600
Las Vegas, NV 89135

Travis E. Downs, III, Esq.
Benny C. Goodman III, Esq.
Erik W. Luedeke, Esq.

*Attorneys for Nominal Defendants DISH
Network Corporation*

Timothy Z. Lacombe, Esq.
ROBBINS GELLER RUDMAN & DOWD, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101-8498

J. Randall Jones, Esq.
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Pkwy, 17th Floor
Las Vegas, NV 89169

Howard S. Susskind, Esq.
SUGARMAN & SUSSKIND
100 Miracle Mile, Suite 300
Coral Gables, FL 33134

Brian T. Frawley, Esq.
Maya Krugman, Esq.
Yevgeniy Zilberman, Esq.
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, NY 10004

*Attorneys for Plaintiff Plumbers Local Union
No. 519 Pension Trust Fund*

Attorneys for Defendants

By:


An Employee of Holland & Hart, LLP

EXHIBIT 336

EXHIBIT 336

To: Kalani, Lori[Lori.Kalani@echostar.com]
From: Rose, Lewis
Sent: Mon 12/10/2007 5:15:18 PM
Subject: RE: Activation Data - Privilege

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REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

Lewis Rose
Kelley Drye & Warren LLP
3050 K Street, NW, Suite 400
Washington, DC 20007
202-342-8821 (voice)
202-391-8268 (cell)

-----Original Message-----

From: Kalani, Lori [mailto:Lori.Kalani@echostar.com]
Sent: Monday, December 10, 2007 4:59 PM
To: Rose, Lewis
Subject: FW: Activation Data - Privilege

From: Origer, Robb
Sent: Monday, December 10, 2007 2:56 PM
To: Kalani, Lori
Subject: RE: Activation Data - Privilege

131 does include the OE Retailers – and yes, going to the 100-149 bucket adds only 2% of total activations; the 1-50/month are primarily mom & pop, single store front, sell/install retailers – and I would expect no outbound telemarketing.

From: Kalani, Lori
Sent: Monday, December 10, 2007 2:54 PM
To: Origer, Robb
Subject: RE: Activation Data - Privilege

Does the 131 include the 50 O/E retailers? So, what I read from this chart tells me that if we cast a net for covered marketers to include more than 100 activations (vs. 150) we would only pick up 2% more in sales—correct? We can assume that the 1-50 category do not telemarket, correct?

From: Origer, Robb
Sent: Monday, December 10, 2007 2:49 PM
To: Kalani, Lori
Subject: Activation Data - Privilege

Lori –

Attached is YTD activations by Retailer in four volume categories (0-49, 50-99, 100-149, 150+ per month) and the % of activations that this category of Retailers. The 0 are Retailers that had 0 in October only.

131 Retailers averaged more than 150/month and these 131 represent 68% of all of our activations.

AC/WP

AC/WP

	Data	
Bucket	Sum of Grand Total	Count of OE_FINAL

% of Act
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0*	101,008	3,637
1-50	457,311	5,955
51-100	131,502	205
101-150	55,436	48
150+	1,608,852	131
Grand Total	2,354,109	9,976

4.29%
19.43%
5.59%
2.35%
68.34%
100.00%

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EXHIBIT 337

EXHIBIT 337

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Retail Services Time Line
TCPA Compliance Initiatives
December 14, 2007

Date	Topic	Action	Result
Ongoing	Notices to all partners (POE Notices)	Send notification to all retailers relative to specific consumer complaints	Eliminates consumer contact through requesting inclusion into internal DNC registries*.
05/01/06	TCPA allegations	Excel DB	Track telemarketing allegations (data management)
08/01/06	Retailer notifications	TCPA Letters (ongoing)	Advise of allegation – protect consumers/customers
08/12/06	Compliance Oversight	Added incremental headcount	More efficiently manage telemarketing preventative initiatives and interaction with the independent retailers
8/17/06	Sterling Satellite (Communications Group)	Assessed \$10,000 penalty - TCPA Violation (Rawal)	Looked at alternative 3 rd party business partners
08/20/06	United Satellite	Termination due to TCPA violations	No longer able to sell for DISH
10/04/06	E-Management, Inc.	Partner requested meeting	Discussion of business model, TCPA expectations and quality of business
11/10/06	Telemarketing	Facts Blast	Reinforced existing terms of Retailer Agreements
11/21/06	Blu Kiwi (I Dish)	Assessed \$10,000 penalty for TCPA violations	Cleaned up business – no subsequent allegations
12/07/06	Atlas Assets	Termination due to TCPA violations (Multiple)	No longer able to sell for DISH
01/17/07	Sterling Satellite (Communications Group)	Assessed \$53,000 penalty for TCPA violations (Heald)	Re-worked existing business model
01/22/07	Telemarketing Reminder	Retailer Chat and followed by Facts Blast (p 19 of 21)	Federal / State Laws – Retailer Agreement
02/12/07	American Satellite	Demand to Appear – EchoStar Corporate Office	Divested themselves of suspect lead generation companies
02/12/07	American Satellite	Assessed \$10,000 penalty for TCPA violations (Sultan)	Re-worked business model and internal staffing
02/14/07	Jerry Dean Grider dba JSR Enterprises	Termination due to TCPA violations (Multiple)	No longer able to sell for DISH – worked with TX and LA to identify
02/16/07	Seamless Media Solutions LLC dba Atoll Media	Requested their appearance at EchoStar Corporate	Discussion of current lead generation affiliates and subsequent termination of those relationships
04/20/07	Possible Now	Engaged for DNC oversight	Assist independent retailers regarding safe harbor management
05/04/07	Team Summit	Individual Meetings with OE Partners	Discussions relative to Telemarketing expectations
07/16/07	QA Monitoring - Partners	Letter of communication	Preliminary set up for oversight of partner interactions with DISH customers
07/31/07	Dish Nation dba Dish Centric	Demand to Appear – EchoStar Corporate Office	Discussion of current business practices and North Dakota
09/05/07	Seamless Media Solutions LLC dba Atoll Media	Demand to Appear – EchoStar Corporate Office	Discussion of Telemarketing concerns relative to concerns from state of South Dakota
09/28/07	Seamless Media Solutions LLC dba Atoll Media	Notice of Imposition of Discipline	Independent retailer decided to cease doing business due to business risks

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Attorney Work Product
Updated: December 14, 2007

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Retail Services Time Line
TCPA Compliance Initiatives
December 14, 2007

*Notices (POE) will migrate to Possible Now for management of internal DNC requests and real time inclusion into DNC registries for corporate and specific retailers.

FYI, Lori...

Facts Blasts (included in Denise Hargan's notebook)

12/18/01 – Advertising Clarification

07/10/02 – Telemarketing and Advertising

8/22/02 – Pre-recorded voice messages and misrepresentation

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Updated: December 14, 2007

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