

IV. Section 2.15 shall be deleted in its entirety and replaced with the following:

2.15 "Subscriber Account" means the account set up and maintained by EchoStar for a Qualifying Residential Subscriber or a Qualifying Commercial Subscriber who purchased a DISH DBS System from Retailer and for whom Eligible Programming has been activated by EchoStar and which account remains in good standing.

V. Section 3.1 shall be deleted in its entirety and replaced with the following:

3.1 **Appointment.** EchoStar appoints Retailer as a non-exclusive Authorized Retailer to promote and solicit orders for Programming, subject to all of the terms and conditions of this Agreement. The appointment set forth herein for the promotion of the DISH Network by Retailer shall apply to the same DBS service which may be operated by EchoStar or its Affiliates under a different name in the future. Retailer's authorization herein is limited to the solicitation of orders for Programming from, and the marketing, advertising and promotion of Programming to, consumers at Residential Locations, Commercial Locations, Institutional/Residential Locations, Guest Properties and MDU Properties.

VI. Section 3.6 shall be deleted in its entirety and replaced with the following:

3.6 **Sale of DISH DBS Systems.** Retailer agrees that as a condition precedent to eligibility to receive Incentives from EchoStar, it will not directly or indirectly sell, lease, or otherwise transfer possession of a DISH DBS System or Promotional Certificate to any person or entity whom Retailer knows or reasonably should know: (i) is not an end-user and/or intends to resell, lease or otherwise transfer it for use to another individual or entity; or (ii) intends to use it, or allow others to use it in a Commercial Location or Guest Property under a residential subscription; or (iii) intends to use it, or to allow others to use it, or to resell, lease or otherwise transfer it for use in Canada, Mexico or at any other location outside of the Territory; or (iv) intends to have, to allow others to have, or to resell, lease or otherwise transfer it to others who will have Programming authorized for it under a single DISH Network account that has or will have Programming authorized for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, Unit of an MDU Property (except for Bulk Programming) or Commercial Location and connected to the same phone line. It shall be Retailer's responsibility to investigate and determine whether any sale by Retailer would be in violation of this Section. In the event that Retailer directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System or Promotional Certificate to a person or entity who uses it, allows others to use it, or resells, leases or otherwise transfers it for use to permit the viewing of Programming in a non-Residential Location or any other area open to the public while it is associated with a residential subscription account, then Retailer agrees to pay to EchoStar upon demand: (a) the difference between the amount actually received by EchoStar for the Programming authorized for the DISH DBS System and the full commercial rate for such Programming (regardless of whether EchoStar has or had commercial distribution rights for such Programming); and (b) the total amount of any admission charges or similar fees imposed for listening to or viewing such Programming (regardless of whether such charges and/or fees were imposed or collected by Retailer). In the event that Retailer directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System or Promotional Certificate to a person or entity who has, allows others to have, or resells, leases or otherwise transfers it to others who have Programming authorized for it under a single DISH Network account that at any time has Programming authorized for multiple DISH DBS Systems that are not all located in the same Residential Location, Institutional/Residential Location, Unit of an MDU Property (except for Bulk Programming) or Commercial Location and connected to the same phone line, and Retailer knew or reasonably should know that the person or entity intended to have, allows others to have or resell, lease or otherwise transfer it to others who would have Programming authorized for the DISH DBS System under such an account, then Retailer agrees to pay to EchoStar upon demand, the difference between the amount actually received by EchoStar for the Programming authorized under the single account and the full retail price for such Programming had each DISH DBS System authorized under the single account been authorized under a separate DISH Network account. IN THE EVENT THAT RETAILER BREACHES ANY OF ITS OBLIGATIONS UNDER THIS SECTION 3.6, ECHOSTAR SHALL BE ENTITLED TO CHARGE BACK AT ANY TIME (EVEN AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT) THE INCENTIVES, IF ANY, PAID TO RETAILER BY ECHOSTAR WITH RESPECT TO ANY SUBSCRIBER ACCOUNT AFFECTED BY SUCH BREACH OR DEFAULT. IN THE EVENT RETAILER WISHES TO DISPUTE ANY SUCH CHARGEBACK, RETAILER SHALL FOLLOW THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN SECTION 15, BELOW. ECHOSTAR'S CALCULATION

PX0200-033

JA011159
009947

OF AMOUNTS OWING TO ECHOSTAR FROM RETAILER UNDER THIS SECTION 3.6 SHALL BE BINDING ABSENT FRAUD, MALICE OR WILLFUL AND WANTON MISCONDUCT ON THE PART OF ECHOSTAR. The foregoing provisions of this Section 3.6 are without prejudice to any other rights and remedies that EchoStar and/or its Affiliates may have under this Agreement, at law, in equity or otherwise (all of which are hereby expressly reserved), and shall survive expiration or termination of this agreement for any reason whatsoever indefinitely (even if termination is due to a default or breach by EchoStar).

VII. Section 3.7 shall be deleted in its entirety and replaced with the following:

3.7 **Pre-Activations.** Retailer shall not directly or indirectly activate (a "Pre-activation") any DISH DBS System or DISH DBS receiver prior to installation of such DISH DBS System and/or receiver.

VIII. Sections 3.11 shall be added as follows:

3.11 Retailer shall ensure that no Guest Property or MDU Property engages directly or indirectly in: (a) the reselling of Bulk Programming (i.e. the property cannot charge more for the Bulk Programming than they pay to EchoStar); (b) the retransmission or rebroadcast of any Programming, except with the express written consent of EchoStar which EchoStar may withhold in its sole discretion for any reason; or (c) modifying, adding to, or deleting from any of the Bulk Programming. Retailer shall promptly notify EchoStar if it is aware of or suspects a change in the number of Units at any Guest or MDU Property subscribing to Programming. Retailer understands and agrees that Commercial Locations, MDU Properties, and Guest Properties may require the purchase of DISH DBS Systems invoiced under pricing specific to non-residential accounts ("Commercially Invoiced"), as further described in the Business Rules and adjustable at EchoStar's sole discretion.

IX. Section 6.1.1 shall be deleted in its entirety and replaced with the following:

6.1.1 **Definition; Terms.** Subject to the terms and conditions of this Agreement and any applicable Business Rules, for each DISH DBS System or Promotional Certificate that during the Term of this Agreement: (i) is sold to Retailer by EchoStar or any of its Affiliates, or a Third Party Manufacturer; and (ii) is re-sold by such Retailer directly to a Qualifying Residential Subscriber or Qualifying Commercial Subscriber; and (iii) results in the activation of Eligible Programming for a new Subscriber Account, Retailer may be eligible to receive a monthly incentive (the "Monthly Incentive"). The amount of such Monthly Incentive together with payment terms and other applicable terms and conditions shall be set forth in Business Rules which shall be distributed by EchoStar from time to time in accordance with Section 2.2, above. EchoStar in its sole discretion shall determine whether a particular EchoStar Subscriber is a new Subscriber Account eligible for the payment of Incentives hereunder. ECHOSTAR'S CALCULATION AND PAYMENT OF MONTHLY INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15.1

X. Section 6.2.1 shall be deleted in its entirety and replaced with the following:

6.2.1 **Definition; Terms.** During the Term of this Agreement, Retailer may be eligible to participate in and receive incentives other than Monthly Incentives including, but not limited to, activation fee payments, flex payments, equipment discounts, and free professional installation payments, ("Additional Incentives") under such Promotional Programs as EchoStar may make available to Retailer in its sole discretion from time to time. The terms and conditions, including without limitation, eligibility requirements, governing each Additional Incentive shall be set forth in Business Rules which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 2.2, above. RETAILER ACKNOWLEDGES AND AGREES THAT: (I) UNDER NO CIRCUMSTANCES SHALL ECHOSTAR HAVE AT ANY TIME ANY OBLIGATION TO OFFER ADDITIONAL INCENTIVES TO RETAILER, OR IF ADDITIONAL INCENTIVES ARE OFFERED TO OTHERS, TO ALTER OR AMEND THE BUSINESS RULES TO PERMIT RETAILER TO BE ELIGIBLE TO RECEIVE THEM; (II) IF ECHOSTAR OFFERS ANY ADDITIONAL INCENTIVES TO RETAILER THROUGH ANY PROMOTIONAL PROGRAM, RETAILER SHALL ONLY BE ELIGIBLE TO RECEIVE THE ADDITIONAL INCENTIVES IF AND TO THE EXTENT THAT IT MEETS ALL OF THE QUALIFICATION CRITERIA AND OTHER TERMS AND CONDITIONS SET FORTH IN THE APPLICABLE BUSINESS RULES AND THIS AGREEMENT; (III) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER THE TERMS AND CONDITIONS OF THE RELEVANT PROMOTIONAL PROGRAM, ADDITIONAL INCENTIVES SHALL ONLY BE PAID TO RETAILER

WITH RESPECT TO DISH DBS SYSTEMS OR PROMOTIONAL CERTIFICATES THAT: (A) ARE SOLD TO RETAILER BY ECHOSTAR OR ANY OF ITS AFFILIATES, OR A THIRD PARTY MANUFACTURER; (B) ARE RE-SOLD BY SUCH RETAILER DIRECTLY TO A QUALIFYING RESIDENTIAL SUBSCRIBER OR QUALIFYING COMMERCIAL SUBSCRIBER; AND (C) RESULT IN THE ACTIVATION OF ELIGIBLE PROGRAMMING FOR A NEW SUBSCRIBER ACCOUNT. ECHOSTAR IN ITS SOLE DISCRETION SHALL DETERMINE WHETHER A PARTICULAR ECHOSTAR SUBSCRIBER IS A NEW SUBSCRIBER ACCOUNT ELIGIBLE FOR THE PAYMENT OF INCENTIVES HEREUNDER. RETAILER ACKNOWLEDGES AND AGREES THAT IF IT CHOOSES TO PARTICIPATE IN ANY PROMOTIONAL PROGRAM IT WILL CAREFULLY REVIEW AND ADHERE TO ALL THE TERMS AND CONDITIONS SET FORTH IN THE BUSINESS RULES RELATED THERETO. FURTHERMORE, RETAILER'S PARTICIPATION IN ANY PROMOTIONAL PROGRAM OR RECEIPT OF ADDITIONAL INCENTIVES THEREUNDER SHALL SERVE AS RETAILER'S ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS SET FORTH IN THE RELEVANT BUSINESS RULES AND RETAILER'S AGREEMENT TO BE BOUND THERETO. ECHOSTAR'S CALCULATION AND PAYMENT OF ADDITIONAL INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15.1.

XI. Section 6.5.1 shall be deleted in its entirety and replaced with the following:

6.5.1 Retailer shall not be entitled to either Monthly Incentives (at anytime) or Additional Incentives (to the extent the relevant chargeback period set forth in the Business Rules has not expired) with respect to any Subscriber Account for which: (i) the Eligible Programming has been cancelled by anyone; (ii) payment in full for the Eligible Programming has not been timely received by EchoStar in accordance with the terms and conditions of the then current EchoStar Residential Customer Agreement or Commercial Customer Agreement (whichever is applicable); (iii) a credit or refund has been issued by EchoStar for any reason (EchoStar shall have the discretion to issue a credit or refund in its sole judgment); (iv) the subscriber would otherwise be a Qualifying Residential Subscriber or Qualifying Commercial Subscriber, but is already receiving—or previously received at any time—any of the Programming, or any other audio, video, data or other programming services from EchoStar or any of its Affiliates on the date of the order; (v) the Subscriber Account is otherwise terminated, disconnected or deactivated for any reason, without limitation; or (vi) the Qualifying Residential Subscriber or Qualifying Commercial Subscriber alleges that Retailer committed fraud or any other deceptive act or practice.

XII. Section 6.7 shall be deleted in its entirety and replaced with the following:

6.7 **Non-Incentivized Activations by EchoStar.** In the event that Retailer for any reason does not qualify for an Incentive with respect to any Qualifying Residential Subscriber, Qualifying Commercial Subscriber or any DISH DBS System whatsoever, EchoStar shall be entitled to activate Programming for that subscriber or DISH DBS System without payment of any Incentive to Retailer, even if Retailer solicited the Qualifying Residential Subscriber or Qualifying Commercial Subscriber to order Programming from EchoStar.

XIII. Section 17.7 shall be deleted in its entirety and replaced with the following:

17.7 **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for failure to fulfill its obligations hereunder if such failure is caused by or arises out of an act of force majeure including acts of God, war, riot, natural disaster, technical failure (including the failure of all or part of the communications satellite, or transponders on which the Programming is delivered to Qualifying Residential Subscribers or Qualifying Commercial Subscribers, or of the related uplinking or other equipment) or any other reason beyond the reasonable control of the party whose performance is prevented during the period of such occurrence.

XIV. Except as expressly modified herein, this Amendment is not intended to, and does not, alter, amend or modify all or any part of the Agreement. The distribution of this Amendment shall not be construed as an admission or acknowledgement by EchoStar that an agreement exists between Retailer and EchoStar, that if an agreement exists, such agreement is in full force and effect, or that Retailer is not in breach or default thereunder. Nothing contained herein shall serve to revive an Agreement that has been terminated pursuant to Section 10.2, 10.3 or 10.4 thereof. Furthermore, nothing contained herein shall constitute a waiver by either party of any rights or remedies they may have under the terms and conditions of the Agreement.

PX0200-035

JA011161
009949

EXHIBIT 513

EXHIBIT 513

JA011162
009950

TX 102-010424

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

STATE OF MISSOURI, ex rel.)
JEREMIAH W. (JAY) NIXON,)
Attorney General,)

Plaintiff,)

vs.)

ECHOSTAR SATELLITE)
CORPORATION, D/B/A DISH)
NETWORK,)

Respondent.)

Serve Registered Agent At:)
National Registered Agents, Inc.)
300-B East High Street)
Jefferson City, MO 65101)

Cause No. 03CV129088

Division 3

FILED

AUG 27 2003

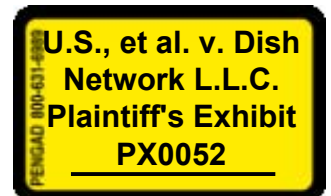
Circuit Clerk
ST. CHARLES COUNTY

**PETITION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY
AND PERMANENT INJUNCTIONS, CIVIL PENALTIES AND OTHER RELIEF**

Plaintiff states the following in support of this Petition for Temporary Restraining Order,
Preliminary and Permanent Injunctions, Civil Penalties and Other Relief.

INTRODUCTION

1. Echostar Satellite Corporation, operating under the service mark of Dish Network (hereinafter "Echostar/Dish Network"), has violated or is violating Missouri's "Telemarketing No-Call List" law (Mo. Rev. Stat. §§ 407.1095 through 407.1110) by making or causing to be made telephone solicitations to the telephone lines of residential subscribers in the State of Missouri who have given notice to the Attorney General of the subscribers' objections to receiving telephone solicitations.



FTC/ECHOSTAR000007
JA011163
009951

PX0052-001

PARTIES

2. Jeremiah W. (Jay) Nixon is the duly elected, qualified and acting Attorney General of the State of Missouri and brings this action in his official capacity pursuant to common law, constitutional, and statutory authority of the Office of the Attorney General, including but not limited to Chapters 27 and 407 of the Revised Statutes of Missouri (as amended), and regulations promulgated thereunder.¹

3. On information and belief, Echostar/Dish Network is a Colorado corporation with its principal place of business located at 5701 South Santa Fe Drive, Littleton, Colorado 80120.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter in this action pursuant to Chapters 27 and 407 of the Revised Statutes of Missouri (as amended), and Article V of the Missouri Constitution. Specifically, this Court has jurisdiction over this action under Section 407.1107, which allows the Attorney General to seek injunctive relief and civil penalties for knowing violations or threatened knowing violations of Section 407.1098 or 407.1104.

5. This Court has personal jurisdiction over the Echostar/Dish Network pursuant to Sections 407.1107.6 and 506.500 of the Revised Statutes of Missouri (as amended).

6. Venue lies in the Circuit Court of St. Charles County in that the violations of the Missouri Merchandising Practices Act and the Telemarketing No-Call List Act described below occurred, among other places, in St. Charles County, in the State of Missouri, and accordingly venue is proper in this circuit. Mo. Rev. Stat. § 407.100.7.

¹ All statutory references are to Mo. Rev. Stat. (2000), as presently amended, unless otherwise indicated.

THE MISSOURI TELEMARKETING NO-CALL LIST ACT

7. Section 407.1098² provides, in pertinent part:

No person or entity shall make or cause to be made any telephone solicitation to the telephone line of any residential subscriber in this state who has given notice to the attorney general, in accordance with rules promulgated pursuant to section 407.1101 of such subscriber's objection to receiving telephone solicitations.

8. Section 407.1104 provides:

1. Any person or entity who makes a telephone solicitation to the telephone line of any residential subscriber in this state shall, at the beginning of such call, state clearly the identity of the person or entity initiating the call.

2. No person or entity who makes a telephone solicitation to the telephone line of a residential subscriber in this state shall knowingly use any method to block or otherwise circumvent such subscriber's use of a caller identification service.

9. Section 407.1107 provides, in pertinent part:

1. The attorney general may initiate proceedings relating to a knowing or threatened knowing violation of section 407.1098 or 407.1104. Such proceedings may include, without limitation, an injunction, a civil penalty up to a maximum of five thousand dollars for each knowing violation and additional relief in any court of competent jurisdiction.

2. In addition to the penalties provided in subsection 1 of this section, any person or entity that violates section 407.1104 shall be subject to all penalties, remedies and procedures provided in sections 407.010 to 407.130. The remedies available in this section are cumulative and in addition to any other remedies available by law.

10. A "residential subscriber" is defined as, "a person who has subscribed to residential telephone service from a local exchange company or the other persons living or residing with such person." Mo. Rev. Stat. § 407.1095(2).

² This section, prohibiting telephone solicitations to consumers who have given notice to the attorney general of their objection to such telephone solicitations, became effective July 1, 2001. Mo. Rev. Stat. § 407.1098.2 (2000).

11. A "telephone solicitation" is defined as "any voice communication over a telephone line from a live operator, through the use of ADAD equipment or by other means for the purpose of encouraging the purchase or rental of, or investment in, property, goods or services" Mo. Rev. Stat. § 407.1095(3).

12. ADAD equipment, also known as "automatic dialing and announcing device," is "any device or system of devices which is used, whether alone or in conjunction with other equipment, for the purposes of automatically selecting or dialing telephone numbers and disseminating recorded messages to the numbers so selected or dialed." 15 CSR 60-13.010(2)(A) (2001)³.

DEFENDANTS' TRADE PRACTICES

13. Echostar/Dish Network has engaged in at least one hundred fifty-six (156)⁴ violations of Missouri's Telemarketing No-Call List Act by making, or causing to be made, telephone solicitations to the telephone lines of residential subscribers in the State of Missouri who have given notice to the Attorney General of the subscribers' objections to receiving telephone solicitations.

14. Specifically, Echostar/Dish Network has made or caused to be made, telephone solicitations to residential subscribers in the State of Missouri encouraging the purchase of satellite equipment and television services.

³ The Attorney General is statutorily empowered to promulgate rules and regulations governing the establishment of the No-Call database as he deems necessary and appropriate to fully implement the provisions of Sections 407.1095 to 407.1110. Mo. Rev. Stat. § 407.1101.2.

⁴ This petition is in five (5) counts. Each of the five (5) counts is representative of the one hundred fifty-six (156) violations received by Echostar/Dish Network as of July 2001. (See Exhibit F attached hereto).

COUNT I

15. Plaintiff hereby repleads, restates, realleges and incorporates by reference all the allegations contained in the preceding paragraphs above, as though fully set forth herein.

16. Ms. Wendy A. Poulsen is a natural person who has subscribed to residential telephone service from a local exchange company.

17. Ms. Poulsen gave notice to the Attorney General on or about January 18, 2002, that she objected to receiving telephone solicitations at her telephone line as it appears on the Attorney General's No-Call list. (See Affidavit of Wendy A. Poulsen, attached hereto as Exhibit A).

18. Ms. Poulsen provided that notice to the Attorney General in accordance with rules promulgated by the Attorney General in that she accessed the appropriate Internet site established by the Attorney General's Office for the purpose of recording a residential subscriber's notice of objection to receiving telephone solicitations and input the proper data requested by the website prompts. (Exhibit A).

19. Ms. Poulsen's objection to receiving telephoning solicitations was, as of approximately April of 2002, included in a database maintained by the Attorney General's Office consisting of persons who object to receiving telephone solicitations (referred to herein as the "No-Call Database").

20. Ms. Poulsen at no time revoked her objection.

21. On or about January 23, 2003, at approximately 3:22 PM, Echostar/Dish Network caused a telephone solicitation to be made to Ms. Poulsen. (Exhibit A).

22. The telephone solicitation referenced in the preceding paragraph was a voice communication over a telephone line from a live operator, through the use of ADAD equipment or by other means for the purpose of encouraging the purchase or rental of, or investment in, property, goods or services.

23. On or about January 23, 2003, at approximately 3:22 PM, Echostar/Dish Network's agent, (the person making the telephone solicitations), made a telephone solicitation to Ms. Poulsen's telephone line, attempting to sell satellite equipment and television services.

24. Echostar/Dish Network did not have Ms. Poulsen's prior express invitation or permission to make the telephone solicitation referenced above.

25. Neither Ms. Poulsen, nor any other person living or residing with Ms. Poulsen, had a business contact within the 180 days prior to the telephone solicitation referred to above or a business or personal relationship at the time of the telephone solicitation with Echostar/Dish Network.

26. Echostar/Dish Network is not an entity organized pursuant to Chapter 501(c)(3) of the United States Internal Revenue Code.

27. Echostar/Dish Network is not an entity over which a federal agency has regulatory authority to the extent that (a) subject to that authority, the entity is required to maintain a license, permit or certificate to sell or provide merchandise being offered through telemarketing and (b) that entity is required by law or rule to develop and maintain a no-call list.

28. Echostar/Dish Network was not responding to a referral from a third party whom Ms. Poulsen had previously contacted indicating that Ms. Poulsen would welcome the call to Ms. Poulsen's telephone number.

29. Echostar/ Dish Network 's agent (the person making the telephone solicitations) was not working from his or her primary residence primary residence.

30. Echostar/Dish Network 's agent (the person making the telephone solicitations) is not a person licensed by the State of Missouri to carry out a trade, occupation or profession.

COUNT II

31. Plaintiff hereby repleads, restates, realleges and incorporates by reference all the allegations contained in the preceding paragraphs above, as though fully set forth herein.

32. Mr. Eric R. Rogers is a natural person who has subscribed to residential telephone service from a local exchange company.

33. Mr. Rogers gave notice to the Attorney General on or about September 19, 2002, that he objected to receiving telephone solicitations at his telephone line as it appears on the Attorney General's No-Call list. (See Affidavit of Eric R. Rogers, attached hereto as Exhibit B).

34. Mr. Rogers provided that notice to the Attorney General in accordance with rules promulgated by the Attorney General in that he accessed the appropriate Internet site established by the Attorney General's Office for the purpose of recording a residential subscriber's notice of objection to receiving telephone solicitations and input the proper data requested by the website prompts. (Exhibit B).

35. Mr. Rogers' objection to receiving telephoning solicitations was, as of approximately January of 2003, included in the No-Call database maintained by the Attorney General's Office consisting of persons who object to receiving telephone solicitations.

36. Mr. Rogers at no time revoked his objection.

37. On or about March 10, 2003, at approximately 9:55 AM, Echostar/Dish Network caused a telephone solicitation to be made to Mr. Rogers's telephone line. (Exhibit B).

38. The telephone solicitation referenced in the preceding paragraph was a voice communication over a telephone line from a live operator, through the use of ADAD equipment or by other means for the purpose of encouraging the purchase or rental of, or investment in, property, goods or services.

39. On or about March 10, 2003, at approximately 9:55 AM, Echostar/Dish Network's agent, (the person making the telephone solicitations), made a telephone solicitation to Mr. Rogers' telephone line, attempting to sell satellite equipment and television services.

40. Echostar/Dish Network did not have Mr. Rogers' prior express invitation or permission to make the telephone solicitation referenced above.

41. Neither Mr. Rogers, nor any other person living or residing with Mr. Rogers, had a business contact within the 180 days prior to the telephone solicitation referred to above or a business or personal relationship at the time of the telephone solicitation with Echostar/Dish Network.

42. Echostar/Dish Network is not an entity organized pursuant to Chapter 501(c)(3) of the United States Internal Revenue Code.

43. Echostar/Dish Network is not an entity over which a federal agency has regulatory authority to the extent that (a) subject to that authority, the entity is required to maintain a license, permit or certificate to sell or provide merchandise being offered through telemarketing and (b) that entity is required by law or rule to develop and maintain a no-call list.

44. Echostar/Dish Network was not responding to a referral from a third party whom Mr. Rogers had previously contacted indicating that Mr. Rogers would welcome the call to Mr. Rogers's telephone number.

45. Echostar/Dish Network 's agent (the person making the telephone solicitations) was not working from his or her primary residence primary residence.

46. Echostar/Dish Network 's agent (the person making the telephone solicitations) is not a person licensed by the State of Missouri to carry out a trade, occupation or profession.

COUNT III

47. Plaintiff hereby repleads, restates, realleges and incorporates by reference all the allegations contained in the preceding paragraphs above, as though fully set forth herein.

48. Mr. Michael L. Bundy is a natural person who has subscribed to residential telephone service from a local exchange company.

49. Mr. Bundy gave notice to the Attorney General on or about January 14, 2002, that he objected to receiving telephone solicitations at his telephone line as it appears on the Attorney General's No-Call list. (See Affidavit of Michael L. Bundy, attached hereto as Exhibit C).

50. Mr. Bundy provided that notice to the Attorney General in accordance with rules promulgated by the Attorney General in that he accessed the appropriate Internet site established by the Attorney General's Office for the purpose of recording a residential subscriber's notice of objection to receiving telephone solicitations and input the proper data requested by the website prompts. (Exhibit C).

51. Mr. Bundy's objection to receiving telephoning solicitations was, as of approximately April of 2002, included in the No-Call database maintained by the Attorney General's Office consisting of persons who object to receiving telephone solicitations.

52. Mr. Bundy at no time revoked his objection.

53. On or February 27, 2003, at approximately 9:15 AM, Echostar/Dish Network caused a telephone solicitation to be made to Mr. Bundy's telephone line. (Exhibit C).

54. The telephone solicitation referenced in the preceding paragraph was a voice communication over a telephone line from a live operator, through the use of ADAD equipment or by other means for the purpose of encouraging the purchase or rental of, or investment in, property, goods or services.

55. On or about February 27, 2003, at approximately 9:15 AM, Echostar/Dish Network's agent, (the person making the telephone solicitations), made a telephone solicitation to Mr. Bundy's telephone line, attempting to sell satellite equipment and television services.

56. Echostar/Dish Network did not have Mr. Bundy's prior express invitation or permission to make the telephone solicitation referenced above.

57. Neither Mr. Bundy, nor any other person living or residing with Mr. Bundy, had a business contact within the 180 days prior to the telephone solicitation referred to above or a business or personal relationship at the time of the telephone solicitation with Echostar/Dish Network.

58. Echostar/Dish Network is not an entity organized pursuant to Chapter 501(c)(3) of the United States Internal Revenue Code.

59. Echostar/Dish Network is not an entity over which a federal agency has regulatory authority to the extent that (a) subject to that authority, the entity is required to maintain a license, permit or certificate to sell or provide merchandise being offered through telemarketing and (b) that entity is required by law or rule to develop and maintain a no-call list.

60. Echostar/Dish Network was not responding to a referral from a third party whom Mr. Bundy had previously contacted indicating that Mr. Bundy would welcome the call to Mr. Bundy's telephone number.

61. Echostar/Dish Network 's agent (the person making the telephone solicitations) was not working from his or her primary residence primary residence.

62. Echostar/Dish Network 's agent (the person making the telephone solicitations) is not a person licensed by the State of Missouri to carry out a trade, occupation or profession.

COUNT IV

63. Plaintiff hereby repleads, restates, realleges and incorporates by reference all the allegations contained in the preceding paragraphs above, as though fully set forth herein.

64. Mr. Robert W. Dempsey is a natural person who has subscribed to residential telephone service from a local exchange company.

65. Mr. Dempsey gave notice to the Attorney General on or about December 18, 2000, that he objected to receiving telephone solicitations at his telephone line as it appears on the Attorney General's No-Call list. (See Affidavit of Robert W. Dempsey, attached hereto as Exhibit D).

66. Mr. Dempsey provided that notice to the Attorney General in accordance with rules promulgated by the Attorney General in that he accessed the appropriate Internet site established

by the Attorney General's Office for the purpose of recording a residential subscriber's notice of objection to receiving telephone solicitations and input the proper data requested by the website prompts. (Exhibit D).

67. Mr. Dempsey's objection to receiving telephoning solicitations was, as of approximately April of 2001, included in the No-Call database maintained by the Attorney General's Office consisting of persons who object to receiving telephone solicitations.

68. Mr. Dempsey at no time revoked his objection.

69. On or about February 26, 2003, at approximately 6:00 PM, Echostar/Dish Network caused a telephone solicitation to be made to Mr. Dempsey's telephone line. (Exhibit D).

70. The telephone solicitation referenced in the preceding paragraph was a voice communication over a telephone line from a live operator, through the use of ADAD equipment or by other means for the purpose of encouraging the purchase or rental of, or investment in, property, goods or services.

71. On or about February 26, 2003, at approximately 6:00 PM, Echostar/Dish Network's agent, (the person making the telephone solicitations), made a telephone solicitation to Mr. Dempsey's telephone line, attempting to sell satellite equipment and television services.

72. Echostar/Dish Network did not have Mr. Dempsey's prior express invitation or permission to make the telephone solicitation referenced above.

73. Neither Mr. Dempsey, nor any other person living or residing with Mr. Dempsey, had a business contact within the 180 days prior to the telephone solicitation referred to above or a business or personal relationship at the time of the telephone solicitation with Echostar/Dish Network.

74. Echostar/Dish Network is not an entity organized pursuant to Chapter 501(c)(3) of the United States Internal Revenue Code.

75. Echostar/Dish Network is not an entity over which a federal agency has regulatory authority to the extent that (a) subject to that authority, the entity is required to maintain a license, permit or certificate to sell or provide merchandise being offered through telemarketing and (b) that entity is required by law or rule to develop and maintain a no-call list.

76. Echostar/Dish Network was not responding to a referral from a third party whom Mr. Dempsey had previously contacted indicating that Mr. Dempsey would welcome the call to Mr. Dempsey's telephone number.

77. Echostar/Dish Network's agent (the person making the telephone solicitations) was not working from his or her primary residence primary residence.

78. Echostar/Dish Network's agent (the person making the telephone solicitations) is not a person licensed by the State of Missouri to carry out a trade, occupation or profession.

COUNT V

79. Plaintiff hereby repleads, restates, realleges and incorporates by reference all the allegations contained in the preceding paragraphs above, as though fully set forth herein.

80. Mr. John E. Persinger is a natural person who has subscribed to residential telephone service from a local exchange company.

81. Mr. Persinger gave notice to the Attorney General on or about December 18, 2000, that he objected to receiving telephone solicitations at his telephone line as it appears on the Attorney General's No-Call list. (See Affidavit of John E. Persinger, attached hereto as Exhibit E).

82. Mr. Persinger provided that notice to the Attorney General in accordance with rules promulgated by the Attorney General in that he accessed the appropriate Internet site established by the Attorney General's Office for the purpose of recording a residential subscriber's notice of objection to receiving telephone solicitations and input the proper data requested by the website prompts. (Exhibit E).

83. Mr. Persinger's objection to receiving telephoning solicitations was, as of approximately April of 2001, included in the No-Call database maintained by the Attorney General's Office consisting of persons who object to receiving telephone solicitations.

84. Mr. Persinger at no time revoked his objection.

85. On or about March 11, 2003, at approximately 1:40 PM, Echostar/Dish Network caused a telephone solicitation to be made to Mr. Persinger's telephone line. (Exhibit E).

86. The telephone solicitation referenced in the preceding paragraph was a voice communication over a telephone line from a live operator, through the use of ADAD equipment or by other means for the purpose of encouraging the purchase or rental of, or investment in, property, goods or services.

87. On or about March 11, 2003, at approximately 1:40 PM, Echostar/Dish Network's agent, (the person making the telephone solicitations), made a telephone solicitation to Mr. Persinger's telephone line, attempting to sell satellite equipment and television services.

88. Echostar/Dish Network did not have Mr. Persinger's prior express invitation or permission to make the telephone solicitation referenced above.

89. Neither Mr. Persinger, nor any other person living or residing with Mr. Persinger, had a business contact within the 180 days prior to the telephone solicitation referred to above or a

business or personal relationship at the time of the telephone solicitation with Echostar/Dish Network.

90. Echostar/Dish Network is not an entity organized pursuant to Chapter 501(c)(3) of the United States Internal Revenue Code.

91. Echostar/Dish Network is not an entity over which a federal agency has regulatory authority to the extent that (a) subject to that authority, the entity is required to maintain a license, permit or certificate to sell or provide merchandise being offered through telemarketing and (b) that entity is required by law or rule to develop and maintain a no-call list.

92. Echostar/Dish Network was not responding to a referral from a third party whom Mr. Persinger had previously contacted indicating that Mr. Persinger would welcome the call to Mr. Persinger's telephone number.

93. Echostar/Dish Network's agent (the person making the telephone solicitations) was not working from his or her primary residence primary residence.

94. Echostar/Dish Network's agent (the person making the telephone solicitations) is not a person licensed by the State of Missouri to carry out a trade, occupation or profession.

**BASIS FOR TEMPORARY RESTRAINING ORDER AND FOR PRELIMINARY
INJUNCTION**

95. Section 407.100 and Section 407.1107.1 provide this Court with the authority to issue a temporary restraining order and to fashion appropriate remedies necessary to grant relief in actions brought under the Merchandising Practices Act and the Telemarketing No-Call List Act.

96. The Attorney General has investigated and is continuing to investigate the above described violations of Sections 407.1098 and/or 407.1104 and now seeks a temporary restraining order to protect the public and to carry out the mandate of Chapter 407.

97. Once the Court finds that a defendant has engaged in, is engaging in, or is about to engage in a practice unlawful pursuant to Chapter 407, potential harm to the public is presumed for purposes of injunctive relief under Chapter 407.

98. Upon information and belief, Echostar/Dish Network presently retains the ability to commit further violations of the Merchandising Practices Act and the Telemarketing No-Call List Act.

99. Plaintiff seeks a Temporary Restraining Order and a Preliminary Injunction during the pendency of this action, and until a final judgment on the merits, to protect the public from these ongoing unlawful practices.

100. Although not a prerequisite for the issuance of a Temporary Restraining Order pursuant to Chapter 407, Plaintiff, State of Missouri, and the public will suffer immediate and irreparable injury, loss, and/or damage, if the State's Petition for Temporary Restraining Order is not granted in that Echostar/Dish Network will continue to engage in the unlawful practices alleged above.

101. Although not a prerequisite for the issuance of a Temporary Restraining Order pursuant to Chapter 407, Plaintiff has no adequate remedy at law.

102. Suits instituted by the state are exempt from bond requirements pursuant to Rule 92.02(d) of the Missouri Rules of Civil Procedure. Plaintiff, therefore, is not required to post a bond.

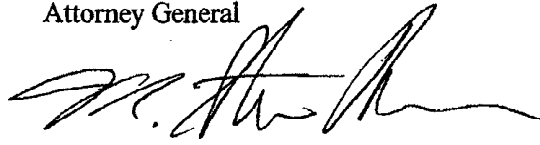
RELIEF

Plaintiff, the State of Missouri, respectfully asks this Court to issue its Order:

1. Finding that Echostar/Dish Network has violated the provisions of § 407.1098 and/or § 407.1104;
2. Finding that Plaintiff, State of Missouri, and the public will suffer irreparable injury, loss, and/or damage in the absence of this Order;
3. Prohibiting and enjoining Echostar/Dish Network from making or causing to be made telephone solicitations to the telephone lines of residential subscribers in the State of Missouri who have given notice to the Attorney General of the subscribers' objections to receiving telephone solicitations;
4. Requiring Echostar/Dish Network to pay, as a civil penalty, to the order of the State of Missouri, five thousand dollars (\$5,000.00) for each and every violation of § 407.1098 and/or § 407.1104, pursuant to § 407.1107;
5. Requiring Echostar/Dish Network to pay to Plaintiff an amount equal to the cost of investigation and prosecution of this action, including reasonable attorneys' fees and the costs of administering the restitution fund for payments to consumers as requested above, as provided for by § 407.130;
6. Requiring Echostar/Dish Network to pay all court costs incurred in this cause of action, as provided for by § 407.130; and
7. Any and all such additional and further orders as this Court deems just or otherwise appropriate.

Respectfully submitted,

JEREMIAH W. (JAY) NIXON
Attorney General



M. Steven Brown, #45977
Assistant Attorney General
Wainwright State Office Building
111 North Seventh Street, Suite 934
St. Louis, Missouri 63101
Telephone: (314) 340-7861
Facsimile: (314) 340-2079

Attorney for Plaintiff

-18-

PX0052-018

FTC/ECHOSTAR000024
JA011180
009968

EXHIBIT 514

EXHIBIT 514

JA011181
009969

TX 102-010443

From: Binns, Todd
Sent: Wednesday, September 17, 2003 11:14:36 AM
To: Richardson, Sid; Pacini, Brian; Dimick, Jeff; Bangert, Russell; Parekh, Maulik
Subject: RE: CRM DNC addition

This is a good idea on the surface but I want to stress the importance of not forcing automatic Do Not Contact selects into campaigns. There will be instances when these will need to be overridden. Example - we lose a satellite/locals/etc. and need to dial a subset of our sub-base. This process is applied via a human decision today and is working well. It is better for a department to know they are applying DNC criteria than to assume the system is handling correctly.

Also, DNC criteria is applied via AND NOT logic and therefore is represented in a second super query. Forcing the automatic select will greatly confuse the campaign structure for new and existing users.

Jeff and I have already created requirements and work flow. I do not want these to change as we are working towards a tight timeline - 10/1.

If any questions/concerns exist give me a call.

Todd A. Binns
Database Marketing Manager, Echostar
todd.binns@echostar.com
303.723.2644

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

From: Richardson, Sid
Sent: Wednesday, September 17, 2003 6:40 AM
To: Pacini, Brian; Dimick, Jeff; Binns, Todd; Bangert, Russell; Parekh, Maulik
Subject: RE: CRM DNC addition

Yes, this makes great business sense!
I believe we should investigate the options and get a business case developed around this.

I'll run this past the Data Warehouse Architects..to get initial response.
Sid.

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

From: Pacini, Brian
To: Dimick, Jeff; Binns, Todd; Bangert, Russell; Parekh, Maulik; Richardson, Sid
Sent: 9/16/2003 7:07 PM
Subject: CRM DNC addition

With the plan to expand CRM to other departments in the future and the plan to implement DNC currently I wanted to bounce an idea off of you all:

I am concerned that when other departments use the CRM they will make mistakes on DNC suppression and get Echostar sued. My idea is that when some selects what type of campaign they are creating the CRM automatically suppresses the right DNC list. While this would take additional programming time it would not need to be done by the October 1st deadline, but after.

Food for thought...

Brian

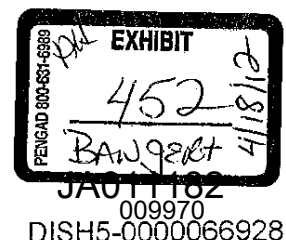
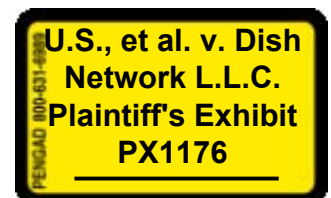


EXHIBIT 515

EXHIBIT 515

JA011183
009971

TX 102-010445

INTENTIONALLY OMITTED

JA011184
009972

TX 102-010446

EXHIBIT 516

EXHIBIT 516

JA011185
009973

TX 102-010447

INTENTIONALLY OMITTED

JA011186
009974

TX 102-010448

EXHIBIT 517

EXHIBIT 517

JA011187
009975

TX 102-010449

DISH Network
Retailer Contact Information Form

Please print all information on form completely. If information is not available, please note on form.

DEALER NUMBER: _____ (If known)

DEALER NAME: DISH TV NOW Inc.

Original Address (Primary Billing)			
Street Address (Line 1): <u>1930 North Poplar St. Suite 21</u>			
Street Address (Line 2): _____			
City, State, Zip: <u>Southern Pines</u>		<u>NC</u>	<u>28387</u>
<input type="checkbox"/> Marketing Kit for this Address			

Primary Ship-to Address (Product & Hardware Systems)			
Street Address (Line 1): _____			
Street Address (Line 2): _____			
City, State, Zip: _____			
<input type="checkbox"/> Marketing Kit for this Address			

Additional Ship-to Address (Product & Hardware Systems)			
Street Address (Line 1): _____			
Street Address (Line 2): _____			
City, State, Zip: _____			
<input type="checkbox"/> Marketing Kit for this Address			

Additional Ship-to Address (Product & Hardware Systems)			
Street Address (Line 1): _____			
Street Address (Line 2): _____			
City, State, Zip: _____			
<input type="checkbox"/> Marketing Kit for this Address			

Contact Person: David Hagen
Phone: 910 693 1535 x 1780
Fax: 910 693 1630
Dealer E-Mail Address: D.Hagen@dishtvnow.com
Dealer Website URL (if any): www.dishtvnow.com

DEFENDANT'S
EXHIBIT
DTX-959





Retailer Application

New Retailer Policy

The completion of this Retailer Application is necessary before any business can be transacted between your firm and EchoSphere Corporation ("EchoSphere") or EchoStar Satellite Corporation ("EchoStar"). Upon completion please send this application and a copy of your resale tax certificate (or business license) to the nearest EchoSphere Distribution Center. No business can be conducted until these requirements are met. An initial equipment order is also required.

You will receive a Retailer Agreement and complete pricing information once your application has been approved. Thank you for your cooperation during the application process. We look forward to doing business with you and your company.

(Please print clearly throughout the application)

Company Information

Company Name: DISH TV NOW Inc.
Proper Legal Name, including DBAs and/or /tradenames
Street Address: 1930 North Poplar St. Suite 21
City: Southern Pines State: NC ZIP Code: 28387
Telephone () (910) 695-0000 Fax () (910) 693-1630
Business Type (check one): ☐ Sole Proprietorship ☐ Partnership ☐ LLC ☒ Corporation
Federal Tax ID #: - Time in Business? _____ Years _____ Months
Number must be nine digits.
Company Website: www.dishtvnow.com Annual Sales Volume: (\$) _____

Sales Tax Rules and Regulations – Resale Certificate Form

This tax may not be applicable to you, but it is required of us by the State. Your cooperation is appreciated.

Is the address on your resale certificate current? ☐ Yes ☐ No If no, list date of change: _____

I Hereby Certify, That I hold a valid State Seller's Permit # _____ (Copy Must Be Attached) issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling Direct-to-Home Satellite TV Reception Equipment and that the tangible personal property described herein which I shall purchase from EchoSphere Corporation will be resold by me in the form of tangible personal property provided, however, that in the event any of such property is used for purposes other than retention, demonstration or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property. Description of property to be purchased: Direct-To-Home Satellite Television Reception Equipment.

Such certificate is good until revoked in writing.

Signature: (X) [Signature] Date: 10/03/2003
Please Print Name: David Hagen Title: President

Salesperson: _____
Collector: _____
Order Type: _____

Salesperson Initials: _____
Regional Director Approval Initials: _____
Phone Number: _____
Sales Channel: _____



Principals, Partners or Officers and Credit Authorization

Please list the principals of your company that will have signing authority on your EchoSphere Retailer account. You may list and attach any additional principals on a separate sheet of paper using the following format.

This section must be completed only by a principal, partner, member, or owner of your firm, as appropriate.

By signing this section of the application you are authorizing EchoStar or EchoSphere to conduct a background check and request a current credit report from the appropriate agencies. Misrepresentations may result in the immediate termination of your relationship with EchoSphere Corporation, in its sole and absolute discretion.

To whom it may concern:

I hereby give my permission and authorization for the release of credit and banking information to EchoStar Satellite Corporation and EchoSphere Corporation. This authorization is valid for both business and personal, credit and banking purposes.

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, nation origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington D.C.

(1) Name	DAVID HAGER	Title	President
Home Address	360 E. ILLINOIS AVE	Social Security #	225-78-8A4
City	Southern Pines	State	NC
Telephone	(910) 693-8557 x 1780	ZIP	28387
Principal's Signature	d.hager@dishTVnow.com		
(2) Name		Title	
Home Address		Social Security #	
City		State	ZIP
Telephone		E-mail address	
Principal's Signature	(X)		
(3) Name		Title	
Home Address		Social Security #	
City		State	ZIP
Telephone		E-mail address	
Principal's Signature	(X)		

D&B # :
(Please provide if available)



Please furnish a copy of your latest financial statement.

Has the Company or any Principal, Partner, or Officer of the Company ever filed for bankruptcy? ☐ Yes ☒ No
If yes, when did this occur:

Has the Company or any Principal, Partner, or Officer of the Company ever been convicted of a felony? ☐ Yes ☒ No
If yes, when did this occur:

Has the Company or any Principal, Partner, or Officer of the Company previously conducted business with EchoSphere under a different business name? ☒ Yes ☐ No

If yes, when did this relationship occur and what business name was used:

Baseline Corp. 2007

Has the Company or any Principal, Partner, or Officer of the Company previously purchased DISH Network equipment from an Authorized EchoSphere Distributor? ☐ Yes ☒ No

If yes, when did this relationship occur and what distributor was your company purchasing from:

Additional Information

By providing this required information, you are assisting EchoSphere to better understand your company's strategies and goals in relation to the DISH Network line of products. This allows us to tailor our business relationship with your company to better meet your needs.

Description of Current Business		(Check all areas that apply, and list what percentage of your business each area entails)	
Please describe your business	<input checked="" type="checkbox"/> Satellite (currently sold)	% of business	0% 100%
	<input type="checkbox"/> Consumer Electronics	% of business	0%
	<input type="checkbox"/> Dealer	% of business	0%
	<input type="checkbox"/> Security	% of business	0%
	<input type="checkbox"/> Other	% of business	0%
Projected DISH Network sales %		0%	Number of locations
Please attach picture of primary location			
Current Advertis. Media		Percent of Advertising Budget	
Newspapers	<input type="checkbox"/>	0%	
Television	<input type="checkbox"/>	0%	
Direct Mail	<input type="checkbox"/>	0%	
Telemarketing	<input type="checkbox"/>	0%	
Internet	<input type="checkbox"/>	0%	
Advertising Mediums to be used to promote DISH Network			

What DISH Network Promotion(s) will your business focus on:

Please list your projected subscriber additions per month for the first six months:

Installation Capabilities: ☐ Owned & Operated ☐ Sub-Contractor ☒ DISH Network Service Corp ☐ Other

Daily Install Capacity #: per day.



Bank Information

Checking Account #: 00603163 9797 Date Opened: 10-16-03

Savings Account #: _____ Date Opened: _____

Bank Name: FIRST CITIZENS BANK

Street Address: P.O. Drawer 1637

City: Southern Pines State: NC ZIP: 28388

Personal Banker: Peggy Davis Telephone: (910) 692-6655

I authorize the bank to provide EchoSphere Corporation with any information requested. This information will be solely used for consideration of my company check application.

Signature: (X) [Signature] Date: 10/03/2003

Please Print Name: David Hagen Title: President

Trade References

Company Name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Industry Type: _____ Length of Relationship: _____

Contact: _____ Telephone: (____) _____

Company Name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Industry Type: _____ Length of Relationship: _____

Contact: _____ Telephone: (____) _____

Company Name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Industry Type: _____ Length of Relationship: _____

Contact: _____ Telephone: (____) _____



Other Necessary Information

Additional paperwork is necessary in order to complete the application process.
Please attach the requested documents before sending in your form.

All Applicants: Please affix a copy of your resale tax certificate and/or business license, and a photo of retail location here.

Corporations and Limited Liability Companies (LLC & Partnerships): Please affix a copy of your Articles of Incorporation (INC) or Articles of Organization (LLC and Partnerships) here.

Signature and Acknowledgement

To my knowledge, all of the information I have provided in this Retail Application is true and accurate.

Signature: (X)

Date: 10/03/2003

Please Print Name: David Hagen

Title: President

EchoSphere Corporation, EchoStar Satellite Corporation, and their subsidiaries reserve the right to conduct a background check and request a current credit report from the appropriate agencies. Misrepresentations may result in the immediate termination of the Retailer Agreement by EchoStar Satellite Corporation, in its sole and absolute discretion.

Need Assistance?

Please feel free to call your Sales Representative or the nearest EchoSphere Corporation office at 1-800-521-9282 if you have any questions during the application process. We will be happy to assist you with any questions that you may have.

EchoSphere Southeast

(Alabama, Caribbean Islands, Florida, Georgia, Kentucky, North Carolina, South Carolina, Tennessee, Virginia)

EchoSphere Northeast

(Connecticut, Delaware, Maine, Massachusetts, Maryland, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, Washington DC, West Virginia)

EchoSphere Midwest

(Illinois, Iowa, Indiana, Kentucky, Michigan, Minnesota, Missouri, Ohio, Wisconsin)

EchoSphere Southwest

(Arkansas, Louisiana, Mississippi, Missouri, New Mexico, Oklahoma, Tennessee, Texas)

EchoSphere Mountain

(Arizona, Colorado, Idaho, Kansas, Missouri, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Utah, Wyoming)

EchoSphere West Coast

(Alaska, California, Hawaii, Idaho, Nevada, Oregon, Washington)

EXHIBIT 518

EXHIBIT 518

JA011194
009982

TX 102-010456

October 7, 2003

David Hagen, President
Prime TV
1930 North Poplar Street, Suite 21
Southern Pines, NC 28387

Dear David,

Thank you for your interest in pursuing a business relationship with DISH Network.

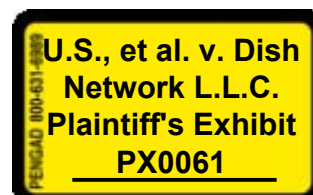
The program that we envision PrimeTV utilizing to sell DISH Network products and service is our Web Based Order Entry (OE) Tool. The OE Tool will enable your Customer Service Representatives (CSR) to sell the customer on the DISH Network promotion and hardware configuration that best fits their needs, as well as close the sale in its entirety. To elaborate, as the sale is being made to the customer, your CSR will be entering the customer's information into the OE tool. With the flow of the OE Tool, it will guide your CSR from screen to screen allowing them to collect all of the necessary information to build the customer's account, and schedule the customer's installation. As you know, some of our promotions require a credit score and valid major credit card and this program will automatically credit qualify the customer in both of those respects. The OE Tool also allows your CSR to collect any amounts due from the customer on DISH Network's behalf along with any upgrade charges.

Regarding the installation, the OE Tool will give your CSR "real time" access to DISH Network's Service Corporations (DNSC) installation calendar. DNSC will deliver the equipment to the customer's home, perform the installation and take on all ongoing customer support. That means NO equipment for you to inventory and NO installations for you to perform; DISH Network takes care of everything after the sale.

DISH Network has always been the leader in aggressive consumer promotions and right now is no exception. The OE Tool will allow your CSR's to choose any of our ongoing promotions, including Free DISH, Free for All and Digital Home Plan.

With our Free DISH promotion, the customer pays a \$49.99 up-front fee and has the opportunity to get one, two or three receivers or state of the art DISH Player DVR receiver. Here's how it works:

- Prime TV CSR collects \$49.99 on behalf of DISH Network.
- DISH Network Credits the customer back the \$49.99 on their first bill making it FREE
- Customer can choose the number of receivers based on one or two year commitment (including a DISH Player DVR)



JA011195
009983

PX0061-001

- DISH Network Service Corporation (DNSC) performs the FREE Standard Professional Installation for up to three receivers.

Prime TV Economics:

Activation Payment - \$175.00 including co-op.

Residual: .50 - \$1.50 based on activation levels.

Please refer to EchoStar Satellite Corporations Retailer Agreement for additional information.

This program is the ultimate in convenience not only for Prime TV but also for your customers.

Sincerely,

Amir Ahmed
Vice President, Sales and Distribution

PX0061-002

JA011196
009984

EXHIBIT 519

EXHIBIT 519

JA011197
009985

TX 102-010459



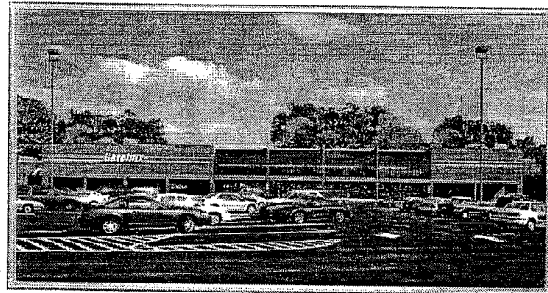
October 7, 2003

Amir Ahmed
Echostar
5701 S. Santa Fe Drive
Littleton, CO 80120

Dear Mr. Ahmed:

Prime TV LLC was formed in early 1997 for the express purpose of marketing satellite systems to U.S. consumers. The company quickly became Primestar's number one dealer and then, later when DIRECTV purchased Primestar, has remained the top dealer and, perhaps, retailer of DIRECTV satellite systems. Prime TV's in-house marketing team develops and places a combination of direct response commercials, newspaper, co-op direct mail, yellow pages and Internet advertising to yield an average of 27,000 new DIRECTV subscribers per month. The company employs over 350 employees to service the over 500,000 satellite customers sold to date. Prime TV receives approximate 10,000 calls per month from customers seeking DISH Network service.

DISH TV NOW is a trade name of Gatelinx Corporation. Under the proposed DISH Network marketing program, DISH TV NOW will as soon as possible staff and train sufficient sales agents to receive the current volume of DISH Network calls. This alone will realize an estimated 2000 new DISH Network subscribers per month.



Approximately 600,000 prospects per month in the U.S. search the Internet for satellite TV. The company's in-house web master will immediately be assigned the responsibility to employ established Internet marketing techniques to capture significant market share by directing prospect response both to the call center and website. Internet marketing is expected to incrementally realize several thousand new DISH Network subscribers per month. DISH TV NOW principal form of marketing will be through response television advertising. The company expects to launch the initial DISH TV NOW DRTV advertising campaign January 1, 2004. Approximately 90% of consumers are unwilling to respond to a DRTV ad by telephone. This is why for every one sale generated directly through phone response another 8 to 9 consumers will respond to the advertising by purchasing the product through brick and mortar retail. A recent phenomenon is at least one of those customers are now willing though to purchase the product through a website. Significant incremental sales will be realized by offering the consumer the

DISH TV NOW, 1930 N. Poplar Street, Southern Pines, NC 28387 USA phone: 910-695-0000 fax: 910-693-1630

PX0148-001

U.S., et al. v. Dish
Network L.L.C.
Plaintiff's Exhibit
PX0148

JA011198
009986

Confidential- U.S. v. DISH

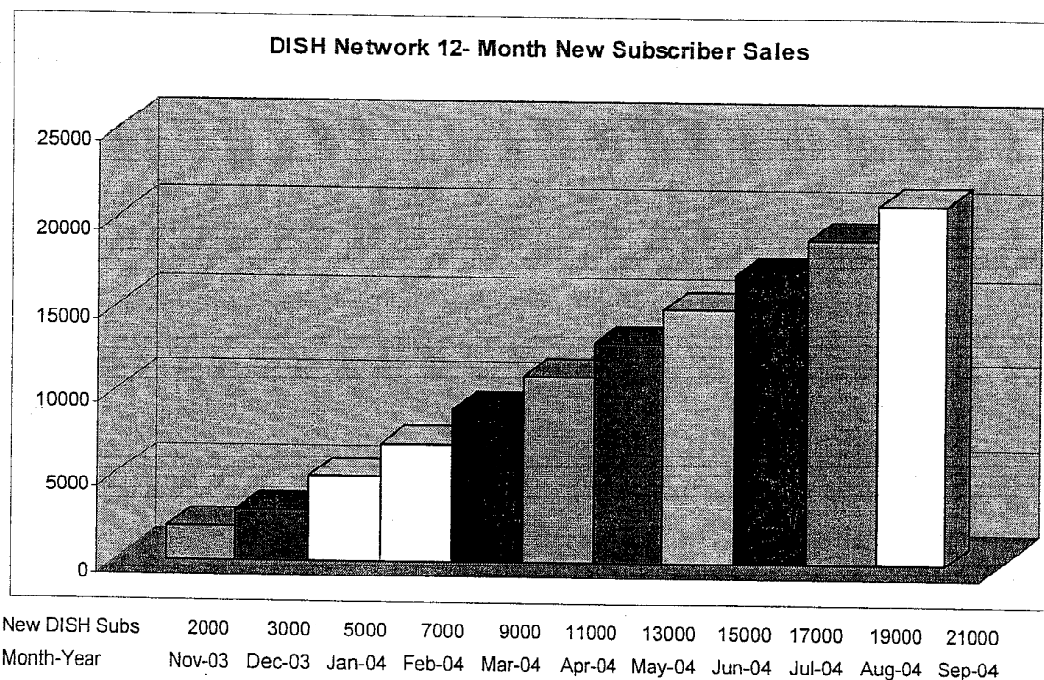
DISH-Paper-023139
TX 102-010460

dishtvnow.com website to subscribe to Dish Network. After a two-week ramp up, the company expects to generate several thousand-subscriber sales per week from DRTV advertising.

The following represents the projected top 50 producing DMAs:

NEW YORK CITY	HOUSTON	BALTIMORE
PHILADELPHIA	CINCINNATI	NASHVILLE
MIAMI	JACKSON	BIRMINGHAM
GREENSBORO	LANCASTER	ELDORADO
COLUMBIA	RICHMOND	ROANOKE
CHICAGO	BOSTON	INDIANAPOLIS
CHARLOTTE	CLEVELAND	SYRACUSE
ATLANTA	ORLANDO	COLUMBUS
WASHINGTON	GREENVILLE	RENO
MEMPHIS	SEATTLE	DALLAS
ST LOUIS	NEW ORLEANS	WEST PALM BEACH
HARTFORD	SALT LAKE CITY	DENVER
SHREVEPORT	CHARLESTON	KANSAS CITY
LITTLE ROCK	TAMPA	DETROIT
RALEIGH	HATTIESBURG	NORFOLK
WILKES BARRE	PITTSBURGH	
LOS ANGELES	ALBANY	

The following represents the projected new DISH Network subscribers produced by the proposed marketing program over the next twelve months:



DISH TV NOW, 1930 N. Poplar Street, Southern Pines, NC 28387 USA phone: 910-695-0000 fax: 910-693-1630

PX0148-002


JA011199
009987

Confidential- U.S. v. DISH

DISH-Paper-023140
TX 102-010461

Please let me know if there is any clarification required or any questions I might answer.
Thank-you for the opportunity.

Best regards.



David Hagen
President
Gateline Corporation

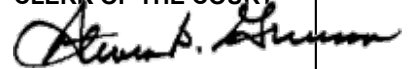
DISH TV NOW, 1930 N. Poplar Street, Southern Pines, NC 28387 USA phone: 910-695-0000 fax: 910-693-1630

PX0148-003

JA011200
009988

Confidential- U.S. v. DISH

DISH-Paper-023141
TX 102-010462



1 **APEN**

2 J. Stephen Peek, Esq. (1758)
3 Robert J. Cassity, Esq. (9779)
4 HOLLAND & HART LLP
5 9555 Hillwood Drive, 2nd Floor
6 Las Vegas, Nevada 89134
7 Tel: (702) 669-4600
8 Fax: (702) 669-4650
9 speak@hollandhart.com
10 bcassity@hollandhart.com

11 C. Barr Flinn (*Admitted pro hac vice*)
12 Emily V. Burton (*Admitted pro hac vice*)
13 YOUNG CONAWAY STARGATT & TAYLOR, LLP
14 Rodney Square, 1000 North King Street
15 Wilmington, DE 19801
16 Tel: (302) 571-6600
17 Fax: (302) 571-1253

18 *Attorneys for Special Litigation Committee of*
19 *Nominal Defendant DISH Network Corp.*

20 **DISTRICT COURT**

21 **CLARK COUNTY, NEVADA**

22 PLUMBERS LOCAL UNION NO. 519 PENSION
23 TRUST FUND and CITY OF STERLING
24 HEIGHTS POLICE AND FIRE RETIREMENT
25 SYSTEM, derivatively on behalf of nominal
26 defendant DISH NETWORK CORP.,

27 Plaintiffs,

28 v.

29 CHARLES W. ERGEN; JAMES DEFRANCO;
30 CANTEY M. ERGEN; STEVEN R.
31 GOODBARN; DAVID MOSKOWITZ; TOM A.
32 ORTOLF; CARL E. VOGEL; GEORGE R.
33 BROKAW; JOSEPH P. CLAYTON; and GARY
34 S. HOWARD,

35 Defendants,

36 DISH NETWORK CORP., a Nevada Corp.,

37 Nominal Defendant

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

**VOLUME 30 OF APPENDIX TO
THE REPORT OF THE SPECIAL
LITIGATION COMMITTEE OF
DISH NETWORK CORPORATION**

<u>Ex.</u>	<u>Date</u>	<u>Description</u>	<u>Page No.</u>
520	10/07/2003	Email from T. Binns to J. Dimick	9989
521	02/12/2004	Email from D. Murphy to R. Bangert et al.	9993
522	03/16/2004	Email from L. Sultan to R. Kondilas	9996
523	04/16/2004	Letter from E. Vogt to C. Brown	9998
524	05/02/2004	Email from J. Dy to R. Bangert	10001
525	05/21/2004	Letter from E. Vogt to C. Crown	10003
526	06/14/2004	Consent Judgment	10006
527	06/30/2004	Email from M. Oberbillig to A. Ahmed et al.	10029
528	07/26/2004	Letter from R. Swanberg to DISH Legal Department	10033
529	07/29/2004	Email from A. Ahmed to M. Mills et al.	10091
530	08/11/2004	Email from T. Binns to M. Parekh et al.	10095

DATED this 28th day of November 2018.

By /s/ Robert J. Cassity
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 Corp.*

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of November 2018, a true and correct copy of the foregoing **VOLUME 30 OF APPENDIX TO THE REPORT OF THE SPECIAL LITIGATION COMMITTEE OF DISH NETWORK CORPORATION** 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

Travis E. Downs, III, Esq.
Benny C. Goodman III, Esq.
Erik W. Luedeke, Esq.
Timothy Z. Lacombe, Esq.
ROBBINS GELLER RUDMAN & DOWD, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101-8498

Howard S. Susskind, Esq.
SUGARMAN & SUSSKIND
100 Miracle Mile, Suite 300
Coral Gables, FL 33134
*Attorneys for Plaintiff Plumbers Local Union
No. 519 Pension Trust Fund*

Mark E. Ferrario, Esq.
Chris Miltenberger, Esq.
GREENBERG TRAURIG LLP
10845 Griffith Peak Drive, Ste 600
Las Vegas, NV 89135
*Attorneys for Nominal Defendants DISH
Network Corp.*

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

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

Attorneys for Defendants

By: /s/ Valerie Larsen
An Employee of Holland & Hart, LLP

EXHIBIT 520

EXHIBIT 520

JA011204
009989

TX 102-010466

From: Binns, Todd
Sent: Tuesday, October 07, 2003 6:38 PM
To: Dimick, Jeff
Cc: Richardson, Sid; Lascelles, Stephanie; Pacini, Brian; Peavy, Marshall
Subject: FW: Denver DMA DNC Test

Jeff – We have an issue with the DNC legend. Marshall built 2 main segments – prospects in the Denver DMA on the DNCall list and prospects in the Denver DMA not on the DNCall list. In theory the intersection should have zero records. We came back with 7. These all have different address keys but they match on phone number which is a violation of the law.

Please send this to the developers and let's get their feedback.

Todd A. Binns
Database Marketing Manager, Echostar
todd.binns@echostar.com
303.723.2644

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

From: Peavy, Marshall
Sent: Tuesday, October 07, 2003 4:20 PM
To: Binns, Todd
Cc: Pacini, Brian
Subject: Denver DMA DNC Test

Todd –

I took a list of Denver DMA prospects who could be contacted and a list of those who couldn't and compared the two lists by phone number. Here are the matches:

Prospect DNC_Adr- 1.PHONE	Prospects DNCs- 1.PHONE	Prospect DNC_Adr- 1.GIVEN_NAME	Prospect DNC_Adr- 1.SURNAME	Prospect DNC_Adr- 1.STREET_ADDR	Prospect DNC_Ac
3033222240	3033222240	TIBOR	ENGEL	4500 E 9TH AVE STE 30	983BD2F4D674277
3035693191	3035693191	MICHAEL	JACOBY	PO BOX 366	291062CFE6E9B15
3036559858	3036559858	TERRY	WILLIS	14261 E 133RD PL	D46368E0A859D03
3037517961	3037517961	PUN	CHU	14462 E MISSISSIPPI AVE UNIT D	2E2457AF64017B4!
9704763741	9704763741	TERI	MADIGAN	2648 AROSA DR APT A	652AF6AB2B5746C
9705866470	9705866470	E	LAMSON-PEARSON	1403 CEDAR LN # 2	EB11A6A7E36ACA!
9709253778	9709253778	LANSING	LAMONT	835 E DURANT AVE APT 3	92F02540C2617FA'

The SQL used to generate the DNC list is:

```
SELECT
  "INDIVIDUAL"."ADDR_SMARTKEY", "INDIVIDUAL"."SID_HHOLD", "INDIVIDUAL"."SID_INDIVID"
FROM
  "CRM_VIEWS"."INDIVIDUAL" "INDIVIDUAL"
WHERE
```

```

(("INDIVIDUAL"."ADDR_SMARTKEY", "INDIVIDUAL"."SID_HHOLD", "INDIVIDUAL"."SID_INDIVID") IN
(SELECT
  "LINK_VIEW"."ADDR_SMARTKEY", "LINK_VIEW"."SID_HHOLD", "LINK_VIEW"."SID_INDIVID"
FROM
  "CRM_VIEWS"."LINK_VIEW" "LINK_VIEW"
WHERE
  ("LINK_VIEW"."DMA_CODE" = '751'))
AND
(((("INDIVIDUAL"."ADDR_SMARTKEY") IN
(SELECT
  "DNC_EXCLUSION_VIEW"."ADDR_SMARTKEY"
FROM
  "CRM_VIEWS"."DNC_EXCLUSION_VIEW" "DNC_EXCLUSION_VIEW"
WHERE
  ((((((("DNC_EXCLUSION_VIEW"."DO_NOT_CALL_ECHOSTAR" = 'Y')
OR ("DNC_EXCLUSION_VIEW"."DO_NOT_CALL_PARTNER" = 'Y')))))))))
AND
("INDIVIDUAL"."SID_HHOLD") IN
(SELECT
  "CUST_KEY_XREF"."SID_HHOLD"
FROM
  "CRM_VIEWS"."CUST_KEY_XREF" "CUST_KEY_XREF"
WHERE
  ("CUST_KEY_XREF"."CK_STATUS" = 'PR')))))

```

The SQL used to generate the “Can Contact’s” is:

```

SELECT
  "INDIVIDUAL"."ADDR_SMARTKEY", "INDIVIDUAL"."SID_HHOLD", "INDIVIDUAL"."SID_INDIVID"
FROM
  "CRM_VIEWS"."INDIVIDUAL" "INDIVIDUAL"
WHERE
  (("INDIVIDUAL"."ADDR_SMARTKEY", "INDIVIDUAL"."SID_HHOLD", "INDIVIDUAL"."SID_INDIVID") IN
  (SELECT
    "LINK_VIEW"."ADDR_SMARTKEY", "LINK_VIEW"."SID_HHOLD", "LINK_VIEW"."SID_INDIVID"
  FROM
    "CRM_VIEWS"."LINK_VIEW" "LINK_VIEW"
  WHERE
    ("LINK_VIEW"."DMA_CODE" = '751'))
  AND
  ("INDIVIDUAL"."SID_HHOLD") IN
  (SELECT
    "CUST_KEY_XREF"."SID_HHOLD"
  FROM
    "CRM_VIEWS"."CUST_KEY_XREF" "CUST_KEY_XREF"
  WHERE
    ("CUST_KEY_XREF"."CK_STATUS" = 'PR'))))
  AND NOT
  (("INDIVIDUAL"."ADDR_SMARTKEY") IN
  (SELECT
    "DNC_EXCLUSION_VIEW"."ADDR_SMARTKEY"
  FROM
    "CRM_VIEWS"."DNC_EXCLUSION_VIEW" "DNC_EXCLUSION_VIEW"
  WHERE
    ((((((("DNC_EXCLUSION_VIEW"."DO_NOT_CALL_ECHOSTAR" = 'Y')
OR ("DNC_EXCLUSION_VIEW"."DO_NOT_CALL_PARTNER" = 'Y')))))))))

```

Let me know if you need any more information.

Thanks – Marshall

Marshall Peavy
Database Marketing Specialist, Echostar
marshall.peavy@echostar.com
303.723.1488 direct

EXHIBIT 521

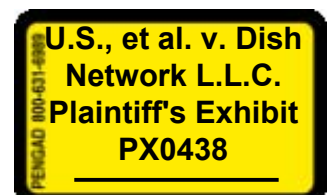
EXHIBIT 521

From: Murphy, David
Sent: Thursday, February 12, 2004 10:35 AM
To: Bangert, Russell; Parekh, Maulik
Cc: #CSC - Centenium BF
Subject: Customer Complaint
Attachments: DoNotCall_Request.jpg

Russell,

This customer's phone number was brought to me this morning with the customer stating that we had called her numerous times this year after she had requested to be added to our internal do not call list. I researched this number through Brio and found the attached results. We had contacted this customer on two different occasions in January and once today. She had registered with the Federal Do not call list back in September of 2003 and has also been entered into our internal no call database twice. I wanted to bring this to your attention so future incidents of this nature could be avoided going forward.

Dave



JA011209
009994

PX0438-001

Confidential-US v. Dish

Dish-00001100
TX 102-010471



Do Not Call List

Search

Phone # 4132538169 Search Clear

Csq Acct #

Contact Date (optional) From 01/01/2004 To 02/12/2004 (mm/dd/yyyy)

Show Tips

Records

Phone Number	Csq Account No	First Name	Last Name	Created Date	Created By	Dnc Member Id
4132538169	8255909221381854	ZABKO		03/09/2003	DNC_SQL_SERVER_UPDA	16100548

Do Not Solicit	Dnc List Name	Us State Code	Dnc List Us State Code	Effective Date	Expiration Date	Date Added to Database
4132538169	INTERNAL DO NOT TELEMARKET			01/31/04 07:35 PM		01/31/04 07:35 PM
73 LEFT PELLUM RD SHUTESBURY MA 01072	INTERNAL DO NOT MAIL LIST	MA		01/31/04 07:35 PM		01/31/04 07:35 PM
4132538169	US NATIONAL DO NOT CALL REGI			09/23/03 12:00 AM	09/23/03 12:00 AM	09/23/03 11:59 AM

for 4132538169

Contact Date	Contact System	Contact Type	Media Type	Phone/Email No	Last Name	First Name
01/14/04 10:22 AM	PDIALER	PHONE	INTERNAL TELEMARKETING	4132538169		
01/21/04 03:14 PM	PDIALER	PHONE	INTERNAL TELEMARKETING	4132538169		

Confidential-US v. Dish

Dish-00001101

PX0438-002

JA011210
009995

TX 102-010472

EXHIBIT 522

EXHIBIT 522

JA011211
009996

TX 102-010473

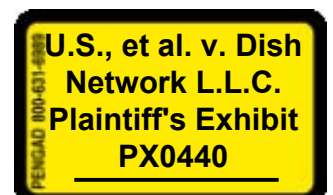
From: Sultan, Leanna
Sent: Tuesday, March 16, 2004 08:56 PM
To: Kondilas, Robert
CC: Beall, Suzanne; Bangert, Russell; Palmer, Chris; Parekh, Maulik; Kelly, Michael (EVP); Burden, Scott; Carlson, Erik
Subject: Telemarketing Calls to Current Subscribers
Attachments: Concerto Best Practices.doc

Robert - I understand that you are providing a consolidated overview to Dugan. Here's what happened.

- Michelle was a lead in an outbound future-dated disco lead list (to win customers back before they disco). At that time, she was not on any DNC list.
- She received 2 calls back to back at home - but did not pick up (but did look at her caller ID). The dialer noted this as an answering machine. Had she picked up, the outbound CSR would have immediately disposition her as suppression & she would have received no further calls.
- Instead, she called us & spoke with an inbound CSR who put her on DNC. However, she was actively in the outbound dialing system - which synchs up nightly not instantly with our DNC tags.
- The real issue, however, is the frequency of the calls that were placed in between answering machine detects.
- The outbound dialing team does have published procedures which are followed up with weekly meetings to avoid this type of questionable call pattern (guidelines attached).
- It includes parameters on time between attempts as well as AM, PM & Weekend requirements. All leads are retired after 6 total attempts - which should be processed across these parameters. They are established for effectiveness as well as customer care.
- In this instance, the procedures weren't followed.
- We have addressed the issue with the center managing this outbound campaign. This result occurred in part due to their eagerness & passion to attack the Viacom disco lists. Unfortunately, their well-intentioned thought process to penetrate the list as fast as possible was done outside of normal documented business practices. They do understand the issue and now Maulik's team, my team & all the centers who dial are taking steps to make sure this doesn't happen again.

Please let me know if you further questions.

Leanna



JA011212
009997

PX0440-001

EXHIBIT 523

EXHIBIT 523

JA011213
009998

TX 102-010475



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

April 16, 2004

Ms. Carol Brown
AT&T Government Solutions, Inc.
1900 Gallows Road
Vienna, VA 22182

Dear Ms. Brown:

The contract between the FTC and AT&T Government Solutions requires AT&T to take measures to ensure that the National Do Not Call Registry contains only active telephone numbers. Certain provisions require AT&T to eliminate from the registry those numbers that are no longer active. We recently learned that AT&T was only removing those numbers that had been disconnected and then reconnected. We further learned that AT&T was not removing any disconnected numbers registered to cell phones. This failure to scrub disconnected numbers is not in keeping with the plain words of the contract.

The contract language reads:

C-5.2.5 Sub-Task 1-5: Update Consumer Registration Information

The contractor must on a periodic basis remove from the national registry the telephone numbers of those consumers who have either moved to a new residence or whose telephone numbers have been disconnected.

C-5.2.6.4. Monthly removal reports. The contractor must report to the FTC, on a monthly basis, the number of consumer registrations removed from the registry, both in total and within each state.

Based on this language and our discussions with AT&T at the early stages of this project, we produced consumer education materials that state that disconnected numbers would be removed from the registry. Our consumer education materials direct consumers to re-register if they disconnected their service for any reason. Clearly, that message was not accurate, based on AT&T's actual practices.

We understood that AT&T subcontracted the scrubbing process to TARGUSInfo. On February 17, 2004, in a memo outlining their scrubbing process Targus indicated for the first time that the following was occurring:

1. Land lines are considered disconnected and are deleted and scrubbed from the registry only when the telephone number is reassigned which can occur anywhere from four weeks to over one year from the time the number is disconnected.

DEFENDANT'S
EXHIBIT
DTX-338

659

AT&T DEP. EX. NO. 11
FOR I.D., AS OF 9-6-12 p
JA011214
009999

AT&T
April 16, 2004
Page Two

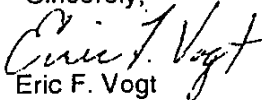
2. No cell phones are being scrubbed. There are approximately 9.7 million wireless phones on the registry.

It was not until that time that we at the FTC became aware that disconnected numbers were not being scrubbed at the time of disconnect and that the registry contained hundreds of thousands of disconnected numbers.

After our March 19 meeting, at the FTC, it was agreed that TARGUSinfo would begin scrubbing cell phones the first week of April. In a March 31 e-mail AT&T informed us that TARGUS will only be testing the process for scrubbing. The actual scrubbing of cell phones will not occur until May after the April data is scrubbed. While we understand the need for a solution with the least room for error, we are disappointed that you had not taken the steps to tackle this problem more promptly. We had accommodated Targus' request for an

April deadline for a function that should have been performed from inception of the registry. We would like to know what the test results are and see a copy of the process document.

If you have any questions, my telephone number is (202) 326-2259

Sincerely,

Eric F. Vogt
Contract Specialist

cc: COTR

660

EXHIBIT 524

EXHIBIT 524

JA011216
010001

TX 102-010478

From: Dy, John
Sent: Sunday, May 02, 2004 09:41 PM
To: Bangert, Russell
Subject: FW: 8255909042651650 - do not call issue

Hi Russell,

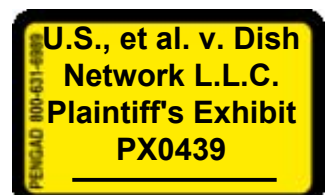
Do I continue sending these numbers to you?

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

From: Villaruz, Joselo
Sent: Saturday, May 01, 2004 10:04 PM
To: Dy, John
Cc: Villarama, Roma; Ancheta, Angelino
Subject: 8255909042651650 - do not call issue

John,

A call was escalated to me because the customer got irate and upset because she received a call from us. The customer is on DO NOT CALL LIST (DNC) already. The customer threatened to sue us if she receives a solicitation call from us again. I already submitted DNC from again and dispositioned the call as Suppression. Thanks!!!



JA011217
010002

PX0439-001

Confidential-US v. Dish

Dish-00001154
TX 102-010479

EXHIBIT 525

EXHIBIT 525

JA011218
010003

TX 102-010480



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

May 21, 2004

Carol Brown
AT&T Government Solutions, Inc.
1900 Gallows Road
Vienna, VA 22182

Dear Ms. Brown:

In my letter of April 16, 2004, I outlined the FTC's concerns about how AT&T interpreted and implemented its obligation to remove disconnected numbers from the National Do Not Call Registry. To summarize from my last letter, our contract requires AT&T to eliminate from the Registry those numbers that are no longer active. It was our understanding that AT&T was removing telephone numbers that had been disconnected, as required by the plain language of the contract. It was only after the process had begun that we learned that AT&T was not in fact removing disconnected numbers. Rather, AT&T was only removing those numbers that been disconnected and then reconnected/reassigned. Further, AT&T had not removed any disconnected cell phone numbers, regardless of whether the numbers were ultimately reconnected. It is evident that AT&T made judgments and interpretations of the contract provisions without consideration of or consultation with FTC staff.

DEFENDANT'S
EXHIBIT
DTX-340

To date, we have had no response to the April 16, 2004 letter. However, we will accept your methodology of scrubbing only those numbers that are reassigned, because this seems to have less room for error. We will begin the process of revising our consumer education materials to reflect this change in registration requirements.

In addition, in my letter of April 16, 2004, I asked you to provide the results of the April scrubbing of cell phone numbers and the process document as to the methodology for scrubbing. We have also yet to receive a response to this inquiry.

Finally, an issue has arisen about the error rate associated with the scrubbing of numbers pursuant to your disconnected/reconnected methodology. At the March 19, 2004 meeting with FTC staff, AT&T, and TARGUSInfo, we discussed the scrubbing process both as we understood it would be done, i.e., scrubbing all disconnected numbers, and the methodology that TARGUSInfo was using. TARGUSInfo informed the FTC that if they scrubbed all disconnected numbers, there would be a 20 percent error rate, i.e. 20% of the numbers would be erroneously removed from the registry. No one mentioned an error rate associated with scrubbing numbers

that had been reassigned. Now, several weeks later with our acceptance of TARGUSInfo's methodology of scrubbing only those numbers that are reassigned, we learn there is a 10 percent

AT&T DEP. EX. NO. 13
FOR I.D., AS OF 9-6-12 p✓

657 EXH. NO. 8 FOR I.D.
DATE 6-13-12
WITNESS: Patricia L. Hubbard
CSP NO. 3400

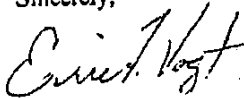
JA011219
010004

error rate associated with your methodology. This is simply not acceptable, and we would like reassurances that this is a high estimate and that the error rate will be less.

I understand you have had informal discussions with FTC staff about these issues, but a formal response has been requested since April, 16th, and one is necessary so we can assess how best to proceed. Please respond to the issues and questions raised in this letter no later than June 1, 2004.

If you have any questions, my telephone number is (202) 326-2259.

Sincerely,



Eric F. Vogt
Contract Specialist

cc: COTR

658

JA011220
010005

EXHIBIT 526

EXHIBIT 526

JA011221
010006

TX 102-010483

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

WAKE COUNTY

File No. 04CVS008148

STATE OF NORTH CAROLINA *ex rel.*
ROY COOPER, ATTORNEY GENERAL,

Plaintiff,

v.

PRIME TV, LLC,

Defendant.

CONSENT JUDGMENT

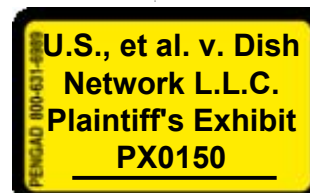
WHEREAS, plaintiff State of North Carolina *ex rel.* Roy Cooper, Attorney General, commenced this action by filing a Complaint against defendant Prime TV, LLC, on 6/14/04, the parties are represented by the attorneys whose names appear hereafter, and the parties are in agreement to resolve this matter by entering into this Consent Judgment upon the following terms and conditions,

THEREFORE, on the joint motion of plaintiff and defendant, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

DEFINITIONS

For the purposes of this Consent Judgment, the following definitions shall apply:

1. "Defendant" or any reference to defendant means the corporation Prime TV, LLC, its principals, directors, officers, parent corporation, subsidiaries, shareholders, successors and assigns.



PX0150-001

JA011222
010007

2. "Person" means any individual, partnership, firm, association, corporation, or other business, governmental or legal entity.
3. "Consumer" means any person who has paid the defendant for merchandise or services, or for whom the defendant has received payment from another person, such as by commission, or any person who has placed an order for merchandise or services with the defendant.
4. "Merchandise" or "services" means any product or service offered by defendant to consumers, whether that product or service is produced or provided by defendant, DirecTV, or some other person. As used herein, the word "merchandise" includes all "services.
5. "DirecTV" means the company known as DirecTV, Inc., having its principal place of business in El Segundo, California, and includes all subsidiaries, successors and assigns of DirecTV.
6. "Represent" and "representation" include any communication, whether made in writing, orally, electronically, over the Internet, or in any other manner.
7. "Rebate" means any offer to pay or reimburse any consumer or potential consumer any amount of money based on the consumer's purchase of any merchandise or services from Prime TV, DirecTV, or any other person, regardless of whether such rebate is in the form of a coupon, discount or any other form.
8. "Rebate claim" means the submission of a mail-in rebate claim form to Prime TV or Parago, Inc.

9. "Notice" or "notifying" the Attorney General or plaintiff means written information sent by first class mail to the attention of Leonard G. Green, Assistant Attorney General, or another person subsequently designated by the plaintiff, at the mailing address of the North Carolina Attorney General's Office
10. "Affiliate of defendant" means any person, corporation or business entity in which defendant, David Hagen or Annette Hagen owns a controlling interest, and any other person, corporation or business entity which has a connection with defendant, such as by ownership of an interest in defendant or through interlocking boards of directors.

SECTION I

THE COURT, with the consent of the parties, makes the following:

FINDINGS OF FACT

1. Plaintiff, having received complaints from consumers regarding defendant's rebate program and 3-year protection plan, contends that defendant's rebate claim form, rebate rejection letter and representations regarding its protection plan are false and misleading, that defendant has not properly responded to consumers' claims for rebates, and that defendant has improperly induced consumers to purchase the 3-year protection plan. Plaintiff contends that defendant's conduct in these respects constitutes unfair or deceptive trade practices in violation of North Carolina General Statute § 75-1.1.

2. Defendant denies these contentions and contends that none of the forms, letters or representations are false or misleading and that defendant has properly responded to customers' rebate claims.
3. Plaintiff and defendant, by and through counsel, have agreed that this Consent Judgment resolves all matters of dispute between them arising from the Complaint in this action, with respect to conduct occurring up to the date of entry of this Consent Judgment, and that nothing in this Consent Judgment shall be construed to limit plaintiff's authority to enforce prospectively laws, regulations or rules against the defendant.
4. Plaintiff and defendant have agreed to waive all rights to seek appellate review or otherwise challenge or contest the validity of this Consent Judgment.

CONCLUSIONS OF LAW

1. This Court has jurisdiction over the subject matter and the parties.
2. The Complaint states a claim upon which relief may be granted.
3. Entry of this Consent Judgment is just, proper and in the public interest, and the Court adopts the agreement of the parties and these findings of fact and conclusions of law as its determination of their respective rights and obligations.
4. This Consent Judgment does not constitute and shall not be interpreted to constitute an admission by defendant that the factual allegations in the Complaint are true or that defendant has engaged in violations of any laws or regulations, including but not limited to the North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1.

SECTION II

IT IS THEREFORE ORDERED that defendant is permanently enjoined and restrained as follows:

- A. Defendant shall not represent to consumers that any warranty provided by or available from defendant or any other person is broader, in terms of what it covers, than it actually is, and shall not make false or misleading statements in connection with the marketing of any warranty. For example, but without limiting the terms of this provision, the defendant shall delete from its sales script the following underlined representations with regard to its 3-year protection plan:
- “Since the equipment you are receiving free would cost over \$____ to replace at the stores and since you only get it free the first time, we offer a 3-year protection plan, which will cover anything that happens to either of your DirecTV receivers for only \$29/\$49. Most people add this. I think it’s a good idea. this way you never have to worry about anything.”
- B. Defendant shall, within fifty-two (52) days of the entry of this Consent Judgment, send a letter to every consumer whose rebate claim was rejected on or after January 1, 2002, informing each consumer that he or she has ninety (90) days in which to submit reasonable proof of compliance with the rebate requirements in order to qualify to receive the rebate offered to that consumer by defendant. Defendant shall send the letters described herein over a period of three consecutive weeks at the rate of one third (1/3) of the total number of required letters each week. The letter to be sent to consumers is attached hereto, marked as

PX0150-005

JA011226
010011

"Exhibit A," and incorporated herein by reference. In addition, defendant shall provide plaintiff with a list of the name, address and date merchandise was ordered for each consumer to whom a letter is sent.

- C. For each consumer who returns a signed Rebate Certification form ("Exhibit A"), defendant shall send that consumer a check in the amount of the rebate originally offered to the consumer, unless the defendant can establish by its records that the consumer did not satisfy the qualifications for receipt of a rebate. Each rebate check shall be mailed to the consumer within thirty (30) days of defendant's receipt of the consumer's signed Rebate Certification form. In addition, ninety (90) days after the date of this Consent Judgment and every thirty (30) days thereafter, for the next one hundred and twenty (120) days, defendant shall provide the plaintiff with a report stating the name and address of each consumer who responded to "Exhibit A", and stating whether each such consumer was sent a rebate. For those consumers who responded to "Exhibit A" but were not sent a rebate, the defendant's report shall state why each such consumer was not sent a rebate. The plaintiff can require defendant to produce the records supporting defendant's rejection of a rebate claim. If the plaintiff is not satisfied that such records justify defendant's rejection of the rebate claim, then the defendant shall pay that consumer's rebate claim. The plaintiff shall be the final arbiter of whether a particular consumer is entitled to receive a rebate.
- D. Defendant shall send a refund, in the amount of all charges paid for the above-mentioned 3-year protection plan, less any payments made to the consumer for a

claim under the 3-year protection plan, to every eligible consumer. For purposes of this provision of the Consent Judgment, "eligible consumer" means a consumer who contacts or has contacted defendant, or who to defendant's knowledge contacts or has contacted the Attorney General's Office, a Better Business Bureau, or any regulatory or law enforcement agency about dissatisfaction with any representation, cost, coverage or other aspect of the 3-year protection plan. No specific form of communication or language will be required of a consumer in order for that consumer to be an eligible consumer. Defendant shall maintain records regarding this restitution program, including the name, address, and telephone number of each consumer who contacts defendant about the 3-year protection plan or receives or has received a refund, the amount of the refund, and the date on which the refund was sent to the consumer. In addition, three (3) months after the date of this Consent Judgment, the defendant shall provide plaintiff with a report stating the name and address of each eligible consumer who was sent a refund of all or a portion of the amount paid for the 3-year protection plan, the amount sent to the consumer and the date the refund was sent.

- E. All records of defendant's compliance with the agreements in paragraphs B. through D. above will be maintained by defendant for a period of at least three (3) years after the entry of this Consent Judgment, and during said period will be fully available for auditing, copying or any additional lawful review and investigation by the Attorney General and other law enforcement officials.

- F. Defendant is permanently enjoined for three (3) years from the date of this Consent Judgment from offering any rebate to consumers as an inducement for consumers to do business with defendant. This injunction against the offering of rebates applies to defendant and any affiliate of defendant. However, this injunction shall not prohibit defendant or any affiliate of defendant from advertising and explaining to consumers the availability of a rebate solely and fully offered, funded, administered and paid by another person pursuant to a written contract which expressly states that defendant or an affiliate of defendant will have no role in offering, funding, administering or paying the rebate. If defendant or any affiliate of defendant offers a rebate after the above three (3) year injunction period, that person or entity shall ensure that the instructions provided in the rebate claim forms, sales scripts, advertising and rebate rejection letters regarding what consumers must do to receive a rebate will not contain any confusing or contradictory information.
- G. Defendant is hereby permanently restrained and enjoined from making any false or misleading representations to consumers in North Carolina.

SECTION III

IT IS FURTHER ORDERED that :

- A. For a period of three (3) years from the date of entry of this Consent Judgment, defendant shall notify the plaintiff of the following within thirty (30) days after the event:

PX0150-008

JA011229
010014

1. Any change in a defendant's business mailing address or telephone number;
 2. Any change in the structure of the corporate defendant, such as re-incorporation, dissolution, assignment or sale of assets, creation or acquisition of subsidiaries or affiliates, or merger.
 3. Defendant's creation of a new corporation, filing of a bankruptcy petition, change of name, or any other change that may affect compliance obligations arising out of this Consent Judgment.
- B. For a period of three (3) years from the date of entry of this Consent Judgment, defendant and any affiliate of defendant shall notify the plaintiff of any intent or plan by that person or entity in conjunction with DirecTV or any other person, to advertise or explain to consumers any type of rebate. Said notice shall be provided to plaintiff no later than twenty-four (24) hours after defendant or an affiliate of defendant receives notice that it will be advertising or explaining the availability of a rebate.
- C. For a period of three (3) years from the date of entry of this Consent Judgment, upon written request by plaintiff, defendant shall produce within thirty (30) days documents concerning any conduct of the defendant, or DirecTV, which is the subject of this Consent Judgment, subject to defendant's right to seek a protective order from the Court.

PX0150-009

JA011230
010015

SECTION IV

IT IS FURTHER ORDERED that plaintiff may monitor defendant's compliance with this Consent Judgment by all lawful means. Nothing in this Consent Judgment shall limit the right of plaintiff to obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule.

SECTION V

IT IS FURTHER ORDERED that defendant shall pay to plaintiff the total sum of Fifty Thousand Dollars (\$50,000.00) for attorney fees, investigative costs, consumer education and other consumer protection purposes at the discretion of the plaintiff. The above sum shall be paid by the defendant in five (5) equal installments of Ten Thousand Dollars (\$10,000.00), said payments to begin one hundred and eighty (180) days from the date of this Consent Judgment, and continuing at a rate of one payment every thirty (30) days thereafter until completed. Further, if defendant fails to make any payment as scheduled, then the entire remaining balance shall become immediately due and payable to the plaintiff. Defendant shall pay each installment set forth above via a check payable to "North Carolina Attorney General." The checks shall be delivered to Leonard G. Green, Assistant Attorney General, Consumer Protection Division, 114 West Edenton St., Raleigh, NC 27603.

SECTION VI

IT IS FURTHER ORDERED that defendant, its shareholders, successors and assigns, are hereby permanently restrained and enjoined from participating, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in

PX0150-010

JA011231
010016

this Consent Judgment or for any other purpose which would otherwise circumvent any part of this Consent Judgment or the spirit or purposes of this Consent Judgment. Nothing herein shall be construed to impair defendant's right to create separate entities or corporations for any other lawful purpose.

SECTION VII

IT IS FURTHER ORDERED that:

- A. Nothing contained in this Consent Judgment shall be construed to deprive any consumer or other person or entity of any private right under the law; and
- B. Nothing contained in this Consent Judgment shall be construed as approval, sanction or authorization of any act practice or conduct of defendant.

SECTION VIII

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for the purposes of enabling either of the parties to this Consent Judgment to apply to the Court at any time for such further orders or directives as may be necessary or appropriate for the interpretation or modification of this Consent Judgment, for the enforcement of compliance therewith, or for the punishment of violations thereof.

IT IS FURTHER ORDERED that this Consent Judgment shall be docketed upon the Judgment Docket of Wake County, North Carolina, in the same manner as money judgments are docketed.

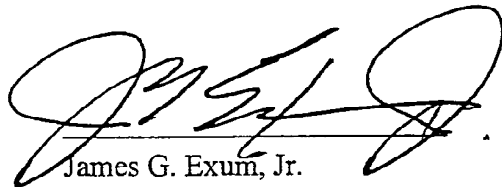
JUDGMENT IS THEREFORE ENTERED in favor of plaintiff and against defendant
pursuant to all the terms and conditions recited above.

So ordered, this the 14 day of June, 2004.


SUPERIOR COURT JUDGE


The parties, by their respective counsel, hereby consent to the terms and
conditions of the Consent Judgment as set forth above and consent to the entry thereof.

PRIME TV, LLC



James G. Exum, Jr.
Smith Moore, LLP
Attorney for Defendant
P. O. Box 21927
Greensboro, N.C. 27401
(336) 378-5385

STATE OF NORTH CAROLINA
ex rel. ROY COOPER,
ATTORNEY GENERAL



Leonard G. Green
Assistant Attorney General
N.C. Department of Justice
Consumer Protection Division
P.O. Box 629
Raleigh, NC 27602
(919) 716-6054

Exhibit A

DATE

NAME

STREET

CITY, STATE, ZIP

RE: PrimeTV Rebate

Dear _____:

In cooperation with North Carolina Attorney General Roy Cooper, Prime TV is re-offering installation rebates to customers whose rebate claim was rejected sometime between January 1, 2002, and the present date. Through Prime TV's research, it has been determined that you are a consumer who is eligible to reapply for a rebate.

If you want your rebate, please sign and submit the attached **Rebate Certification** form to Prime TV in the enclosed self-addressed, stamped envelope.

Prime TV can refuse your claim for a rebate if Prime TV can establish by its records that you are not qualified to receive a rebate. To assist Prime TV in confirming the accuracy of your information, you should, if possible, include with your **Rebate Certification** form a copy of your current or a past DIRECTV bill. If you no longer have a DIRECTV bill or are no longer a DIRECTV customer, please provide us with either a cancelled check or a copy of your credit card statement showing payment of any DIRECTV invoice you received. Also, provide us with proof of payment for the installation. This may be either a copy of a cancelled check or a credit card statement showing payment or a receipt from the company that completed your installation. **The above documents are not required in order for you to receive your rebate, but it would be helpful if you can provide them.**

YOU HAVE NINETY (90) DAYS FROM THE DATE OF THIS LETTER TO SEND PRIME TV YOUR SIGNED REBATE CERTIFICATION FORM, ALONG WITH ANY OF THE ADDITIONAL INFORMATION THAT YOU ARE ABLE TO PROVIDE. YOUR REBATE CHECK WILL BE MAILED WITHIN THIRTY (30) DAYS AFTER PRIME TV RECEIVES YOUR REBATE CERTIFICATION FORM.

We hope that the above information on re-offering the rebate is clear and satisfactory to you. If you have any questions or if you need assistance in fulfilling these requests, please contact our customer service department at (800) ____-____. In addition, if Prime TV fails to comply with the procedures set forth in this letter, please contact the North Carolina Attorney General's Office at:

PX0150-013

JA011234
010019

Mailing address: N. C. Dept. Of Justice
Consumer Protection Division
ATTN: Prime TV Rebate
9001 Mail Service Center
Raleigh, NC 27699-9001

☎ Telephone: (919) 716-6000 local or outside North Carolina
1-877-566-7226 toll-free in North Carolina

Sincerely,
PrimeTV, L.L.C.

PX0150-014

JA011235
010020

REBATE CERTIFICATION

The undersigned applicant for a rebate from Prime TV hereby attests that he or she
(PLEASE INITIAL ALL THAT APPLY):

INITIALS

_____ subscribed to and activated for at least 12 months a DIRECTV premium programming package for all DIRECTV receivers that he/she received.

_____ paid an installer to have the satellite system professionally installed.

_____ submitted a rebate claim to Prime TV, or Parago, Inc., that was rejected on or after January 1, 2002.

_____ has NOT received a rebate from Prime TV, Parago, Inc., or DIRECTV, or a programming credit from DIRECTV, for his/her rebate claim.

Applicant's Signature

Print Applicant's Name

DIRECTV account/subscriber number (if you know it)

Today's date: _____

Print Applicant's Current Mailing Address:

Street Address or P. O. Box: _____

Town: _____

State: _____

Zip code: _____

PX0150-015

JA011236
010021

NORTH CAROLINA
WAKE COUNTY

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and among the Attorney General of the State of North Carolina ("Attorney General"), and David Hagen and Annette Hagen ("the Hagens").

I. FACTUAL BACKGROUND

1. The Hagens are the owners and the managers of Prime TV, LLC ("Prime TV"), a Delaware corporation having its principal place of business in Southern Pines, Moore County, North Carolina.

2. Numerous consumers lodged complaints with the Attorney General contending, among other things, that Prime TV induced them to purchase satellite television equipment and programming by offering a rebate for the installation of said equipment, but failed to pay the rebate after said consumers filed proper rebate claims.

3. As a result of these numerous consumer complaints and information obtained during the Attorney General's investigation of Prime TV, the Attorney General filed a civil enforcement action against Prime TV in the Superior Court of Wake County, said action being entitled "State of North Carolina *ex rel.* Roy Cooper, Attorney General v. Prime TV, LLC" ("the civil action").

4. In the civil action against Prime TV, the Attorney General alleged that Prime TV's transactions have included the sale of satellite television equipment and programming ("services") to consumers throughout the United States; that one of the primary business practices by which Prime TV has accomplished said sales is by offering consumers rebates for consumers' costs of installing satellite television services; that Prime TV induced consumers to

PX0150-016

JA011237
010022

purchase merchandise by advertisements, telephone solicitations and other representations that promised to reimburse consumers for the costs, or a portion of the costs, expended for installation of a satellite television system; that Prime TV's representations and instructions in its telephone sales scripts, advertisements and rebate claim forms, regarding what actions consumers would be required to do in order to receive a rebate, contained contradictory and confusing information; that Prime TV's rebate claim forms and rebate rejection letters contained contradictory, false and deceptive representations regarding the rights of consumers whose rebate claims were denied; that Prime TV made deceptive representations to consumers in the defendants' sales script, rebate claim forms and agreements, including representations that defendants would deliver all rebate payments to those consumers who qualified to receive a rebate within six to eight weeks after the consumer's completed rebate claim was received by the defendants; that in fact Prime TV has routinely failed to pay consumers' rebate claims within the promised six to eight week period; and that Prime TV made false and deceptive representations to consumers by misrepresenting the extent of the coverage provided by Prime TV's 3-year protection plan.

5. The Attorney General has asserted that the Hagens, as owners and managers of Prime TV, are legally liable for the above unfair or deceptive business practices of Prime TV. The Hagens have asserted that Prime TV is a separate legal entity and that they are not legally liable for any such unfair or deceptive business practices in which Prime TV might have engaged.

6. In order to save the time and expense of litigating the Hagens' legal liability for any unfair or deceptive business practices in which Prime TV might have engaged, the Attorney

General and the Hagens have entered into this Settlement Agreement. The consideration for this Settlement Agreement is the full and final resolution of the Hagens' disputed liability for those claims that the Attorney General asserted against Prime TV in the civil action.

7. The civil action has been resolved by entry of a consent judgment ("Consent Judgment") against Prime TV, a copy of which is attached hereto and incorporated herein by reference.

II. GENERAL TERMS OF THE AGREEMENT

8. This Settlement Agreement applies to the Hagens and shall be binding upon the Hagens individually, jointly, and severally, as well as upon the Hagens' heirs, personal representatives, successors and assigns.

9. Nothing in this Settlement Agreement shall be construed as relieving the Hagens of the obligation to comply with all state or federal laws, regulations or rules, or limiting the ability of the Attorney General or any other government entity to enforce the provisions of this Settlement Agreement against the Hagens within or outside of the State of North Carolina.

10. Acceptance of this Settlement Agreement by the Attorney General shall not be deemed approval of any of the Hagens' business practices.

11. The Attorney General shall not institute any suit or proceeding against the Hagens with respect to the conduct of Prime TV alleged in the civil action and occurring prior to the date of the Consent Judgment.

12. This Settlement Agreement does not affect the rights, if any, or the obligations, if any, that any consumer, individual, or entity may have with respect to the Hagens.

13. This Settlement Agreement may be modified only by a written instrument signed

PX0150-018

JA011239
010024

by or on behalf of the Attorney General and the Hagens. The parties further acknowledge that this Settlement Agreement constitutes a single or entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.

14. The parties agree and stipulate that the Courts of the State of North Carolina have personal jurisdiction over the Hagens and subject matter jurisdiction to enforce this Settlement Agreement and to issue any orders or directions as may be necessary and appropriate for the enforcement of, or compliance with, this Settlement Agreement.

15. The parties agree and stipulate that violation by the Hagens of those provisions of this Settlement Agreement requiring particular action by the Hagens, other than the payment of money, would create the prospect of irreparable harm to consumers that could not be adequately compensated by monetary damages, and therefore those provisions are enforceable by specific performance, injunction, or other equitable relief.

16. The Hagens are entering into this Settlement Agreement solely for the purpose of settlement and nothing contained herein may be taken as or construed to be an admission or concession by the Hagens of any violation of law, or of any other matters of fact or law, or of any liability or wrongdoing.

III. SPECIFIC TERMS OF THE AGREEMENT

17. In order to resolve the issues stated above, the parties hereby agree that:

A. The Hagens, individually, jointly and severally, guarantee the payment of all monies that Prime TV is obligated or becomes obligated to pay under the terms of the Consent Judgment. Without limiting the foregoing guarantee, the Hagens' obligations as guarantors for

PX0150-019

JA011240
010025

Prime TV include payment under the terms of the Consent Judgment of all consumer rebates to be paid by Prime TV, the refund of all charges paid by eligible consumers for Prime TV's 3-year protection plan, and the Fifty Thousand Dollars (\$50,000) to be paid to the Attorney General.

The Hagens' obligations as guarantors for Prime TV can be enforced, at the option of the Attorney General, by legal action against the Hagens, individually or jointly, whether or not the Attorney General has filed such legal action against Prime TV or joined Prime TV as a party to such legal action against the Hagens.

B. As used in this Settlement Agreement, the term "affiliate of the Hagens" means any person, corporation or business entity in which David Hagen or Annette Hagen, together or individually, owns a controlling interest, and any other person, corporation or business entity which has a connection with David Hagen or Annette Hagen, such as by ownership of an interest in Prime TV or through interlocking boards of directors. For three (3) years from the date of this Settlement Agreement, the Hagens and any affiliate of the Hagens will not offer any rebate to consumers as an inducement for consumers to do business with any of them. This restriction against the offering of rebates by the Hagens or any affiliate of the Hagens shall not prohibit any of them from advertising and explaining to consumers the availability of a rebate solely and fully offered, funded, administered and paid by another person pursuant to a written contract which expressly states that the Hagens and any affiliate of the Hagens will have no role in offering, funding, administering or paying the rebate. If the Hagens or any affiliate of the Hagens offer a rebate after the above three (3) year restriction period, the Hagens and any such affiliate of the Hagens shall ensure that the instructions provided in the rebate claim forms, sales scripts, advertising and rebate rejection letters regarding what

consumers must do to receive a rebate will not contain any confusing or contradictory information.

C. For a period of three (3) years from the date of this Settlement Agreement, the Hagens and any affiliate of the Hagens shall notify the Attorney General of any intent or plan by that person or entity to advertise or explain to consumers any type of rebate. Said notice shall be provided to the Attorney General no later than twenty-four (24) hours after the Hagens or an affiliate of the Hagens receives notice that it will be advertising or explaining the availability of a rebate.

D. For a period of three (3) years from the date of this Settlement Agreement, upon written request by the Attorney General, the Hagens shall produce within thirty (30) days documents concerning any conduct of the Hagens, Prime TV, or any affiliate of the Hagens which is the subject of this Settlement Agreement, subject to their right to seek a protective order from the Court.

E. The Hagens hereby agree that they will not represent to consumers that any warranty provided by or available from the Hagens or any affiliate of the Hagens is broader, in terms of what it covers, than it actually is, and shall not make false or misleading statements in connection with the marketing of any warranty.

F. The Hagens hereby agree that they will not make any false or misleading representations to consumers in North Carolina.

G. The Attorney General is authorized to monitor the Hagens' compliance with this Settlement Agreement, as well as that of any affiliate of the Hagens, by all lawful means, and nothing in this Settlement Agreement shall limit the right of the Attorney General to

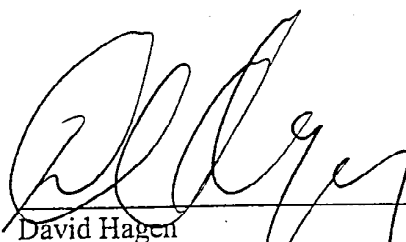
PX0150-021

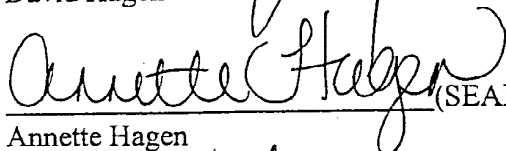
JA011242
010027

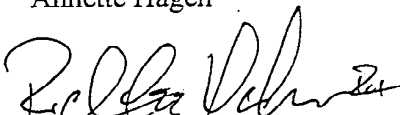
obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule, or of the Hagens or any affiliate of the Hagens to object to production of said documents under applicable laws, regulations or rules.

THE UNDERSIGNED HEREBY CONSENT TO THE FORM AND CONTENT
OF THE FOREGOING SETTLEMENT AGREEMENT BY OUR HANDS AND
SEALS THIS 14th DAY OF ~~MAY~~ 2004.


*JUNE,
2004*

 (SEAL)
David Hagen

 (SEAL)
Annette Hagen


Richard Lee Yelverton, III
Counsel for David and Annette Hagen

ROY COOPER
Attorney General


Leonard G. Green
Assistant Attorney General

PX0150-022

JA011243
010028

EXHIBIT 527

EXHIBIT 527

JA011244
010029

TX 102-010506

From: Oberbillig, Mike
Sent: Tuesday, January 30, 2007 5:24:09 PM
To: Werner, Bruce
Subject: FW: churn- Satellite Systems Network 821970

From: Oberbillig, Mike
Sent: Wednesday, June 30, 2004 3:02 PM
To: Ahmed, Amir; Parekh, Maulik
Subject: RE: churn- Satellite Systems Network 821970

Amir,

I talked with Alex and he stated that all Telemarketing is done live and if they do receive an answering Machine they leave a message. He is not willing to provide the script that was used. His current business is only about 20% Telemarketing, and in the next 6 months it will be less than 1%. His focus is moving to TV, Newspaper, and an aggressive DM campaign at 5 million pieces a month.

Thanks

MJO

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

From: Ahmed, Amir
Sent: Tuesday, June 29, 2004 10:18 PM
To: Parekh, Maulik; Oberbillig, Mike
Subject: RE: churn- Satellite Systems Network 821970

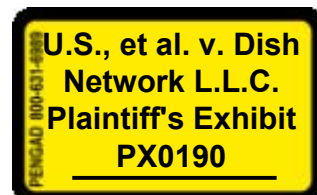
Mike,

Please see if you can get a hold of the script.

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

From: Parekh, Maulik
Sent: Tuesday, June 29, 2004 4:53 PM
To: Ahmed, Amir
Subject: FW: churn- Satellite Systems Network 821970

Amir: Can I get a script they use for leaving messages in their answering messages? Thanks.



JA011245
010030

PX0190-001

CONFIDENTIAL

DISH9-0012173
TX 102-010507

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

From: Kelly, Michael (EVP)
Sent: Tuesday, June 29, 2004 4:40 PM
To: Parekh, Maulik
Subject: FW: churn- Satellite Systems Network 821970

see below...

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

From: Ergen, Charlie
Sent: Monday, June 28, 2004 6:00 PM
To: Ahmed, Amir; DeFranco, Jim; Schwimmer, Michael; Kelly, Michael (EVP)
Subject: RE: churn- Satellite Systems Network 821970

why dont we just copy their techniques...why should we let them sell 8K a month of our competition..

all they do is call people with a script...i am sure they pick out ciites with cable price increases or where dtv launches locals..etc

c

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

From: Ahmed, Amir
Sent: Monday, June 28, 2004 5:57 PM
To: Ergen, Charlie; DeFranco, Jim; Schwimmer, Michael; Kelly, Michael (EVP)
Subject: FW: churn- Satellite Systems Network 821970

This is Satellite Systems Network in LA. They have been a DISH Network Retailer since March of 2001. They have a subscriber base of 19,834 with a 1.72% churn since inception. Satellite Systems is also DTV 8th largest independent retailer (6k – 8K per month). They use message broadcasting with DTV as their primary source to generate sales.

June DISH Network Activation Projection – 500

I will have our Sacramento Management Team schedule a visit ASAP to check out their sales techniques, and I will be calling the owner Alex to address selling Dish to Apts.

PX0190-002

JA011246
010031

CONFIDENTIAL

DISH9-0012174
TX 102-010508

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

From: Ergen, Charlie

Sent: Monday, June 28, 2004 2:14 PM

To: DeFranco, Jim; Kelly, Michael (EVP); Ahmed, Amir; Schwimmer, Michael

Subject: churn

had a call on my answering machine at the ranch this weekend.

good script...and said i was eligible for 3 free rooms to tv ..and a surround sound system...

is 800-615-3941 promo code PR46

when i called they tried to sell me dtv..but when i said i lived in an apartment...well they said they could sell me dishnetwork since dtv didnt sell to apt's..

of course if i say i have had dtv..they will try to sell me dish or visa versa..

check them out

who is it..what is their churn with us?..or does a distributor sell to them?

PX0190-003

JA011247
010032

CONFIDENTIAL

DISH9-0012175
TX 102-010509