

**CLASS NOTICE**  
[Current DISH Customer Class Sub-Group 1]

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**If you were a DISH Network customer in February 2011 and were subject to a price increase by DISH beginning in that month, you could receive benefits from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- The settlement will provide benefits to certain DISH Network customers who activated DISH programming services between February 1, 2009 and January 31, 2011 with a 24-month commitment term and an initial 12-month, promotional discounted price, and subscribed to a programming package that was subject to DISH's February 2011 price increase
- The benefits available include free Blockbuster By Mail service, free Pay-Per-View vouchers, account credits, and locked-in pricing through January 31, 2013.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A VALID CLAIM FORM</b>	Get full benefits. You will also give up your rights to sue DISH Network about the legal claims in this case.
<b>EXCLUDE YOURSELF</b>	Opt-out of the settlement and get no benefit.
<b>OBJECT OR COMMENT</b>	Write to the Court about why you do or don't like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Give up full benefits and your rights to sue DISH Network about the legal claims in this case.

Questions? Call 1-877-289-4307 or visit [www.GirardGibbs.com/Dish.asp](http://www.GirardGibbs.com/Dish.asp)  
Parker v. DISH Network L.L.C., No. 4:11-CV-01457-PJH

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**BASIC INFORMATION**

**1. Why did I receive this notice?**

You received this notice because you may have activated Dish Network (“DISH”) programming services between February 1, 2009 and January 31, 2011 with a 24-month commitment term and an initial 12-month promotional discounted price and subscribed to a programming package that was subject to DISH’s February 2011 price increase.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, DISH will distribute the settlement benefits after all appeals are resolved.

This notice explains the lawsuit, the settlement, your legal rights, and what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Parker v. DISH Network L.L.C.*, No. 4:11-CV-01457. The people who sued are called Plaintiffs and the company they sued, DISH, is called the Defendant.

**2. What is this lawsuit about?**

Plaintiffs allege that DISH advertised a 12-month fixed promotional price to subscribers who signed up for DISH programming services with a 24-month commitment term between February 1, 2009 and January 31, 2011. According to the lawsuit, DISH violated consumer laws and its contracts with subscribers when it raised rates in February 2011 by \$3 or \$5 per month (depending on the DISH package). DISH denies these claims and maintains, among other things, that (a) the promotional prices were not fixed rates but instead were discounted amounts against the standard rate, which customers continued to enjoy after the price increase; and (b) its advertisements and contracts contained conspicuous disclaimers that DISH retains the right to increase prices. However, to avoid the burden and cost of further litigation, DISH has agreed to provide certain benefits to current and former DISH subscribers to settle this matter.

**3. Why is this a class action lawsuit?**

In a class action, one or more people, called Class Representatives (in this case Nansee Parker and Phong Pham), sue on behalf of people who have similar claims. All of these people form a Class and are Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge Phyllis J. Hamilton is in charge of this class action.

**4. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will quickly receive a benefit. The Class Representatives and the attorneys think the settlement is best for the Class.

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**WHO IS IN THE SETTLEMENT**

To see if you will receive any benefits from the settlement, you must first determine if you are a Class Member.

**5. How do I know if I am part of the settlement?**

Judge Hamilton decided that everyone who fits this description is a Class Member: *All persons residing in the United States who activated DISH programming services between February 1, 2009 and January 31, 2011 with a 24-month commitment term and an initial 12-month, promotional discounted price, and subscribed to a programming package that was subject to DISH's February 2011 Price Increase, excluding only: (a) customers who received programming, equipment, and/or monetary accommodations after the February 2011 Price Increase in response to complaint(s) about the price increase, (b) customers who were in the second year (i.e., months 13 to 24) of their 24-month commitment term for one of the following packages: DISH's America's Everything Pak, Latino Welcome Pack, Latino Clásico, Latino Plus, Latino Dos, or Latino Max at the time of the February 2011 Price Increase, and (c) the judge to whom this case is assigned, any member of the judge's immediate family, and the judge's staff and their immediate families.*

**6. I'm still not sure if I'm included.**

If you are still not sure whether you are a Class Member, you can ask for help by calling 1-877-289-4307.

**THE SETTLEMENT BENEFITS—WHAT YOU GET**

**7. What does the settlement provide?**

If the settlement is approved, Class Members will be entitled to certain benefits based on one of the Sub-Groups described below.

- (a) Current DISH Customer Class Sub-Group 1. Settlement Class Members who are current DISH customers as of the date of the Class Notice and paid one to four months of the February 2011 price increase within the first 12 months of their service contracts.
- (b) Current DISH Customer Class Sub-Group 2. Settlement Class Members who are current DISH customers as of the date of the Class Notice and paid five to eight months of the February 2011 price increase within the first 12 months of their service contracts.
- (c) Current DISH Customer Class Sub-Group 3. Settlement Class Members who are current DISH customers as of the date of the Class Notice and paid nine to twelve months of the February 2011 price increase within the first 12 months of their service contracts.
- (d) Former DISH Customer Class Sub-Group 1. Settlement Class Members who are not current DISH customers as of the date of the Class Notice and: (1) paid one to four months of the February 2011 price increase within the first 12 months of their service contracts; (2) voluntarily disconnected after February 1, 2011 (and were not

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otherwise disconnected because of their failure to pay); and (3) did not receive a waiver of their cancellation fee.

- (e) Former DISH Customer Class Sub-Group 2. Settlement Class Members who are not current DISH customers as of the date of the Class Notice and: (1) paid five to eight months of the February 2011 price increase within the first 12 months of their service contracts; (2) voluntarily disconnected after February 1, 2011 (and were not otherwise disconnected because of their failure to pay); and (3) did not receive a waiver of their cancellation fee.
- (f) Former DISH Customer Class Sub-Group 3. Settlement Class Members who are not current DISH customers as of the date of the Class Notice and: (1) paid nine to twelve months of the February 2011 price increase within the first 12 months of their service contracts; (2) voluntarily disconnected after February 1, 2011 (and were not otherwise disconnected because of their failure to pay); and (3) did not receive a waiver of their cancellation fee.
- (g) Second Year DISH Customer Class Sub-Group. Settlement Class Members who were in their second year (*i.e.*, month 13-24) of their 24-month service contracts at the time of the February 2011 price increase and who subscribed to one of the following programming packages: DISH America, America Silver, America Gold, America's Top 120 (AT120), America's Top 120 Plus (AT120+), America's Top 200 (AT200), or America's Top 250 (AT250) (the "Price Protected Packages").

**8. What can I get from the settlement?**

It has been determined that you are a part of the Current DISH Customer Class Sub-Group 1. You are therefore entitled to select one of the following three options:

- Two (2) free months of Blockbuster By Mail (a one-disc-at-a-time DVD by mail rental service), which will automatically terminate, or
- Three (3) free DISH Pay-Per-View Vouchers, which shall expire in 18 months, or
- A one-time \$5.00 credit to your DISH account.

In addition to the benefit that you select, and as long as you subscribe to one of the Price Protected Packages (see 7(g) above), your monthly rate that was in effect immediately after the February 2011 Price Increase will not increase until at least January 31, 2013. However, if you are still in the first year of your 24-month commitment term, DISH may increase your discounted rate to the current, regular rate that is in effect at the end of your 12-month promotional period.

If you believe that you are part of a different Class Sub-Group, please contact DISH at 1-877-289-4307.

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**HOW CAN I GET MY BENEFIT—SUBMITTING A VALID CLAIM FORM**

**9. How can I get a benefit?**

In order to receive one of the three optional benefits for which you are eligible, you must fully and accurately fill out and submit the claim form attached to this notice. You can also download a claim form at [www.GirardGibbs.com/Dish.asp](http://www.GirardGibbs.com/Dish.asp). Read the instructions carefully, fill out and sign the form, and **either** mail the completed form to DISH Settlement Claims Administrator / DISH Settlement Claim Forms, P.O. Box 6224, Englewood, CO 80155 **or** e-mail the completed form, as a scanned .pdf attachment, to [parkerdishsettlement@dish.com](mailto:parkerdishsettlement@dish.com) so that it is postmarked (if mailed) or received (if e-mailed) no later than March 10, 2012. But DISH will not increase the monthly rate before January 31, 2013 as to the Price Protected Packages (defined in Section 7(g) above), even if you do not submit a claim form.

**10. When will I get my benefit?**

If you timely submit a fully and accurately completed claim form, the benefit you selected will be issued to you within 60 days after the settlement's effective date. If you select the Blockbuster By Mail benefit, DISH will provide you a promotional code and instructions on how to activate your free subscription or apply the benefit to your existing subscription. Promotional codes will remain valid for 60 days after issuance. If you fail to sign up for Blockbuster By Mail before the promotional code expires, you will not be entitled to any substitute benefit. If you select the Pay-Per-View benefit or the account credit option, the Pay-Per-View vouchers or account credit will be electronically issued to your DISH account. Pay-Per-View vouchers will be valid for 18 months after issuance. If you have unredeemed Pay-Per-View vouchers or account credits at the time your DISH account is terminated, you will not be entitled to any substitute benefit.

If you timely submit a fully and accurately completed "Current DISH Customer" Claim Form and select either the Pay-Per-View or account credit benefit but are not a current DISH customer at the time that benefits are distributed, you will instead be sent a promotional code for enrollment in the Blockbuster By Mail benefit applicable to your Sub-Group. If you fail to sign up for Blockbuster By Mail within 30 days of receiving the promotional code, you will not be able to claim the Blockbuster by Mail benefit or entitled to any substitute benefit.

**11. What am I giving up to get a benefit and stay in the Class?**

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against DISH about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. If you stay in the Class, you will agree to release all claims against DISH that members of the Class have alleged or could have alleged in this lawsuit regarding DISH's February 2011 price increase, including, but not limited to, claims for money damages or monetary relief. The full release is available in the Settlement Agreement.

The settlement and release will extend to DISH and EchoStar Technologies L.L.C., and their past and present direct and indirect parent, subsidiary, and affiliated persons; the officers, directors, employees, partners, shareholders, agents, attorneys, and insurers of all of the foregoing; and the predecessors, successors, assigns, and legal representatives of all of the foregoing. If you do not

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exclude yourself from the Settlement Class, you will be deemed to have entered into this settlement and to have settled and released, among other things, the above described claims.

If the settlement is approved by the Court and becomes final, the settlement will be consummated and the case will end. If the settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want a benefit from this settlement or want to keep the right to sue or continue to sue DISH on your own about the legal issues in this case, then you must take steps to exclude yourself from (or "opt-out" of) the Settlement Class.

**12. How do I get out of the settlement?**

To validly exclude yourself from the Class, you must send a letter by mail that is signed by you and includes: (1) a specific statement that you request exclusion from the Class in *Parker v. DISH Network L.L.C.*, Case No. 11-cv-01457-PJH; (2) your full name, address and telephone number; and (3) your current or former DISH Network account number. You must mail your exclusion request postmarked no later than **March 2, 2012**, to:

DISH Settlement Claims Administrator  
DISH Settlement Exclusions  
P.O. Box 6224  
Englewood, CO 80155

You cannot exclude yourself by phone or e-mail. If you ask to be excluded, you will not get any settlement benefit and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) DISH.

**13. If I don't exclude myself, can I sue DISH for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue DISH for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit.

**14. If I exclude myself, can I get any of the benefits offered in this settlement?**

No. If you exclude yourself, do not send in a claim form to ask for any benefit.

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in this case?**

The Court has appointed the law firms Girard Gibbs LLP, Cohen Milstein Sellers & Toll PLLC, and The Wentz Law Firm to represent you and all Class Members. The law firms are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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**16. How will the lawyers be paid?**

Class Counsel will ask the Court to award them attorneys' fees and costs up to \$817,500.00, and incentive payments of \$500.00 each for the Class Representatives, Nansee Parker and Phong Pham. The Court may award less than these amounts. DISH has agreed not to oppose these attorneys' fees, costs, and incentive payments and will separately pay the amounts that the Court awards, not to exceed the above amounts. These amounts will not be paid by Class Members and will not reduce the benefits available to Class Members.

**SUPPORTING OR OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court that I like or don't like the settlement?**

If you are a Class Member, you can tell the Court that you like the settlement and it should be approved, or that you object to the settlement and think the Court should not approve it. The Court will consider your views. However, if the Court rejects your objection, you will be bound by the terms of the Settlement.

You can object by speaking at the Fairness Hearing, submitting a written objection, or both. Written objections must be sent to each of the following addresses postmarked no later than **March 2, 2012**:

<b>COURT</b>	<b>COUNSEL</b>
Clerk of the Court United States District Court Northern District of California Oakland Division 1301 Clay Street, Ste. 400 S. Oakland, CA 94612	DISH Settlement Comments/Objections Girard Gibbs LLP 601 California Street, 14 <sup>th</sup> Floor San Francisco, CA 94108

Your written objection must include: (1) your full name, address and telephone number; (2) your current or former DISH Network account number; and (3) your specific objection and a statement of its basis. If you are represented by separate counsel, you must also identify your attorney. You do not have to file a written objection to speak at the Fairness Hearing, and the Court will consider your written objection even if you do not come to the hearing.

**18. What is the difference between objecting to the settlement and excluding myself from the settlement?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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**THE FAIRNESS HEARING**

The Court will hold a Fairness Hearing to decide whether to approve the settlement. You may attend and you may speak, but you don't have to.

**19. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at the United States District Court, Northern District of California, Oakland Division, in the Honorable Phyllis J. Hamilton's courtroom, 1301 Clay Street, Courtroom 3 – 3rd Floor, Oakland, California, 94612 on March 21, 2012 at 9:00 a.m. At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider how much DISH should pay to Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take the Court to make a decision.

**20. Do I have to come to the hearing?**

No. Class Counsel will answer questions Judge Hamilton may have. But you are welcome to come at your own expense, even if you do not send a written objection. If you do send an objection, you don't have to come to Court to talk about it. As long as you send your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

**21. May I speak at the hearing?**

If you do not exclude yourself from the settlement, you may speak at the Fairness Hearing. You cannot speak at the Fairness Hearing if you exclude yourself from the Class. You do not have to file a written objection to speak at the Fairness Hearing.

**IF YOU DO NOTHING**

**22. What happens if I do nothing at all?**

If you do nothing at all, you will not receive the full benefits available to you under the settlement. You will receive the benefit of DISH's promise not to increase the monthly rate before January 31, 2013 as to the Price Protected Packages, but you will not receive the additional optional benefit available to you. And unless you exclude yourself, you won't be able to start, continue or be a part of any other lawsuit against DISH about the legal issues in this case, ever again.

**GETTING MORE INFORMATION**

**23. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement, which can be reviewed at [www.GirardGibbs.com/Dish.asp](http://www.GirardGibbs.com/Dish.asp).

**24. How do I get more information?**

You can get more information about this litigation and the settlement at [www.GirardGibbs.com/Dish.asp](http://www.GirardGibbs.com/Dish.asp). If you have questions about your legal rights or entitlements, you Questions? Call 1-877-289-4307 or visit [www.GirardGibbs.com/Dish.asp](http://www.GirardGibbs.com/Dish.asp)  
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may contact Class Counsel at 415-544-6281. If you have questions about the administration of your claim, you may contact DISH by calling 1-877-289-4307 or sending an e-mail to [parkerdishsettlement@dish.com](mailto:parkerdishsettlement@dish.com). Please do not contact DISH through any other e-mail address, website or telephone number about the settlement, as regular DISH Customer Service representatives will be unable to assist you with this matter.

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**PARKER V. DISH NETWORK L.L.C. SETTLEMENT CLAIM FORM** [Current DISH Customer Class Sub-Group 1]  
**(Must be postmarked or e-mailed by March 10, 2012.)**

Pursuant to the terms of the settlement in the lawsuit entitled Parker v. DISH Network L.L.C. ("DISH"), you have been identified as a Class Member and may claim one of the following forms of settlement relief. Please check the benefit that you would like to receive:

- Option 1 - Two (2) free months of the Blockbuster By Mail service, which will automatically terminate;  
or
- Option 2 - Three (3) free DISH Pay-Per-View Vouchers; or
- Option 3 - A one-time \$5.00 credit to your DISH account.

In addition, in order to receive the benefit described in Option 1, 2 or 3 above, you must provide the customer information below, sign the Claim Form, and either e-mail a scanned copy of the Claim Form as a .pdf attachment to parkerdishsettlement@dish.com or mail this Claim Form to:  
DISH Settlement Claims Administrator, P.O. Box 6224, Englewood, CO 80155.

If mailed, your properly completed and signed Claim Form must be postmarked by March 10, 2012. If e-mailed, your properly completed and signed Claim Form must be received by DISH by March 10, 2012. Dish's fulfillment of the requested benefits is contingent on the court's approval of the settlement, and the resolution of any appeals arising from that approval, which contingencies will occur no earlier than April 20, 2012.

**Customer Information - ALL FIELDS REQUIRED (please print):**

Name: \_\_\_\_\_  
(as shown on your DISH Network billing statement)

DISH Network Account No: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

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