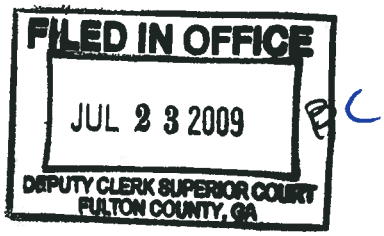
IN THE SUPERIOR COURT OF FULTON COUNTY

STATE OF GEORGIA



JOSEPH B. DOYLE, ADMINISTRATOR, FAIR BUSINESS PRACTICES ACT,	*	
COMPLAINANT,	*	
v.	*	CIVIL ACTION FILE NO. 2009CV172525
DISH NETWORK, LLC,	*	
RESPONDENT.	*	

ASSURANCE OF VOLUNTARY COMPLIANCE

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GOVERNOR'S OFFICE OF CONSUMER AFFAIRS

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of:

DISH NETWORK, L.L.C.,)
a Colorado Limited Liability Company)

1.1 This Assurance of Voluntary Compliance ("Assurance")[1] is being entered into between the Attorneys General of Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia[2], Hawaii[3], Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming (hereafter referred to as the "Attorneys General") and DISH Network, L.L.C.

1. BACKGROUND

1.2 DISH Network, L.L.C. ("DISH Network") is a limited liability company organized under the laws of the state of Colorado. Its principal place of business is located at 9601 S. Meridian Blvd, Englewood, CO 80112.

1.3 DISH Network is in the business of, among other things, providing certain audio and video programming services to its subscribers via direct broadcast satellites. In connection with the provision of these services, DISH Network sells and leases receiving equipment to allow access to such programming transmitted from such satellites. DISH Network sells and leases to its subscribers such receiving equipment both directly and through authorized retailers.

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[1] This Assurance of Voluntary Compliance shall, for all necessary purposes, also be considered an Assurance of Discontinuance.

[2] With regard to Georgia, the Administrator of the Fair Business Practices Act, appointed pursuant to O.C.G.A. 10-1-395, is statutorily authorized to undertake consumer protection functions, including acceptance of Assurances of Voluntary Compliance for the State of Georgia. Hereafter, when the entire group is referred to as the 'Respective States' or 'Attorneys General,' such designation, as it pertains to Georgia, refers to the Administrator of the Fair Business Practices Act.

[3] With regard to Hawaii, Hawaii is represented by its Office of Consumer Protection, an agency which is not part of the state Attorney General's Office, but which is statutorily authorized, pursuant to Hawaii Rev. Stat. Chap. 487, to represent the State of Hawaii in consumer protection actions.

1.4 DISH Network maintains a fleet of geosynchronous communications satellites and directly sells access to this satellite system to individuals who request access to audio and video programming licensed to DISH Network from video and audio content providers.

Attorneys General's Position

1.5 The Attorneys General assert that DISH Network enters into agreements with Third-Party Retailers that DISH Network authorizes, on a non-exclusive basis, to market, promote, and solicit orders from Consumers for the purchase of DISH Network Goods and/or DISH Network Services and/or to provide installation and activation services to Consumers in connection with their purchase of DISH Network Goods and/or DISH Network Services.

1.6 The Attorneys General assert that DISH Network controls the conduct, practices and procedures of its Third-Party Retailers through its DISH Network Retailer Agreement, or similar documents; through "Business Rules" that are established by DISH Network and must be followed by Third-Party Retailers; through training that DISH Network provides to its Third-Party Retailers; by requiring Third-Party Retailers to take all actions and refrain from taking any action as reasonably requested by DISH Network in connection with marketing, advertising, promotion and/or solicitation of orders; by requiring Third-Party Retailers to market, promote and describe DISH Network Goods and/or DISH Network Services in a manner approved by DISH Network; by setting all prices for its programming and related promotions and limiting its Third-Party Retailers' ability to offer and sell other goods and services to DISH Network's customers; by requiring Third-Party Retailers to perform installation services consistent with guidelines set forth in DISH Network's Installation Manual; and by requiring Third-Party Retailers to use DISH Network's trademarks, logos and service marks in connection with the retail sale of DISH Network Goods and/or DISH Network Services and otherwise controlling their appearance and conduct when interacting with consumers.

1.7 The Attorneys General assert that they have received complaints from Consumers against DISH Network that its Third-Party Retailers have made misrepresentations and material omissions of fact in connection with their marketing, promotion and sale of DISH Network Goods and/or DISH Network Services and that DISH Network has represented to Consumers that it is not responsible for the conduct of its Third-Party Retailers. The Attorneys General assert that DISH Network's Third-Party Retailers, with DISH Network's assent, are acting on DISH Network's behalf as its agents and are subject to DISH Network's control. The Attorneys General further assert that Consumers who do business with DISH Network's Third-Party Retailers reasonably believe that DISH Network's Third-Party Retailers are employees or agents of DISH Network who are acting on behalf of DISH Network and, therefore, DISH Network's Third-Party Retailers are apparent agents of DISH Network. The Attorneys General assert that, as either actual or apparent agents, DISH Network is responsible for the conduct of its Third-Party Retailers and is bound by the representations made by its Third-Party Retailers to Consumers.

1.8 The Attorneys General assert that DISH Network has failed to comply with federal, state and/or local laws regarding Telemarketing, including, but not limited to, those which prohibit calling Consumers who are on federal, state, or local do-not-call lists.

1.9 The Attorneys General assert that DISH Network has committed unfair and deceptive trade practices in violation of the Consumer Protection Acts in connection with their offer, sale and leasing of Dish Network Goods and Dish Network Services by failing to adequately disclose material terms and conditions, including, but not limited to, the terms of their Agreements, the limitations on the availability of programming, limitations on the use of satellite receivers, and limitations on the availability of rebates, credits and free offers.

1.10 The Attorneys General assert that DISH Network has committed unfair and deceptive trade practices in violation of the Consumer Protection Acts by failing to disclose to Consumers that purchased or leased DISH Network Goods were previously used and/or refurbished.

1.11 The Attorneys General assert that DISH Network has committed unfair and deceptive trade practices in violation of the Consumer Protection Acts by advertising prices without adequately disclosing the applicability of rebates and by making reference and comparison price offers when the goods or services that the Dish Network Goods and/or Dish Network Services were being compared to were materially different.

1.12 The Attorneys General assert that DISH Network has committed unfair and deceptive trade practices in violation of the Consumer Protection Acts by electronically debiting Consumers' bank accounts and credit cards without providing Consumers with adequate notice and without first obtaining adequate authorization from Consumers.

DISH Network's Position

1.13 DISH Network denies each allegation contained in paragraphs 1.5 through 1.12. Moreover, DISH Network asserts that it has not been deficient in any manner, legally or otherwise, in the way it and its retailers make disclosures to prospective customers, or in the advertising it uses and further asserts it has fully complied with all applicable consumer protection laws and regulations, both federally and across the several states. DISH Network asserts that it places a priority on its efforts to provide quality products and customer service and to that end has policies and procedures to provide a high level of service and fair dealing to customers. DISH Network believes its business practices exude the highest ethical conduct.

1.14 DISH Network asserts that it has cooperated with the Attorneys General during their inquiry. DISH Network values the suggestions of the Attorneys General as to ways in which it can improve its policies and procedures and is willing to agree to the obligations herein in an effort to promote customer relations. However, DISH Network asserts that by entering into this Assurance, it does so denying wrongdoing of any kind and affirmatively states that it

believes the requirements it has agreed to by signing this Assurance are policies, procedures and actions that exceed applicable legal and common law standards, and that it met all legal standards prior to the Attorneys General beginning their investigation. DISH Network asserts that by entering into this Assurance, DISH Network does not intend to create any legal or voluntary standard of care and expressly denies that any practices or policies inconsistent with those set forth in this Assurance violate any legal standard. It is DISH Network's intention and expectation that neither this Assurance nor any provision hereof shall be offered or cited as evidence of a legal or voluntary standard of care. Furthermore, DISH Network asserts that nothing in the Assurance is intended to change the existing independent contractor relationships between DISH Network and its authorized retailers who sell DISH Network products and it believes that no agency relationship is created by the agreements set forth herein. DISH Network agrees to this Assurance so that this matter may be resolved amicably without further cost or inconvenience to the states, their citizens, or DISH Network.

2. DEFINITIONS

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

2.1 "Advertise," "Advertisement," or "Advertising" shall mean any written, oral, graphic, or electronic statement, illustration, or depiction that is designed to create interest in the purchasing or leasing of, impart information about the attributes of, publicize the availability of, or affect the sale, lease, or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, marketing kit, leaflet, mailer, book insert, letter, catalogue, poster, chart, billboard, public-transit card, point-of-purchase display, package insert, package label, product instructions, electronic mail, website, homepage, film, slide, radio, television, cable television, program-length commercial or infomercial, or any other medium.

2.2 "Agreement" shall refer to all agreements by whatever name between DISH Network and a Consumer for the purpose of the sale, lease, rental, installation and/or activation of any DISH Network Goods and/or DISH Network Services.

2.3 "Authorized Telemarketer" shall mean a business or other entity that is hired by DISH Network to conduct Telemarketing on DISH Network's behalf in connection with the offer, sale and/or lease of DISH Network Goods and/or DISH Network Services.

2.4 "Billing Agent" shall mean a business or other third-party entity with which Consumers directly interact that has been retained by DISH Network to bill Consumers and/or provide DISH Network other services associated with the

billing of Consumers for DISH Network Goods and/or DISH Network Services. "Billing Agent" does not mean any third party who has been retained by DISH Network for the purposes of collecting on delinquent accounts.

2.5 "Clear and Conspicuous" or "Clearly and Conspicuously," when referring to a statement or disclosure, shall mean that such statement or disclosure is disclosed in such size, color, contrast, location, duration, and audibility that it is readily noticeable, readable and understandable. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner readily noticeable, readable, and understandable, and it must not be obscured in any manner. Audio disclosure shall be delivered in a volume and cadence sufficient for a Consumer to hear and comprehend it. Visual disclosure shall be of a size and shade and appear on the screen for a duration sufficient for a Consumer to read and comprehend it. In a print Advertisement or promotional material, including, but without limitation, point of sale display or brochure materials directed to Consumers, the disclosures shall be in a type size and location sufficiently noticeable for a Consumer to read and comprehend it, in a print that contrasts with the background against which it appears.

2.6 "Complaint" shall refer to a specified problem that a Consumer expresses that represents dissatisfaction with DISH Network Goods and/or DISH Network Services and requests a remedy. It does not include an inquiry or general grievance or concern.

2.7 "Consumer" shall have the same meaning as that term is defined in the Consumer Protection Acts identified in paragraph 2.8 of this Assurance. However, in the event that the Consumer Protection Acts identified herein do not define the term "consumer," then it shall have the same meaning as the term "Person" as defined in the Consumer Protection Acts, or other identifying individual or entity term, as defined by the Consumer Protection Acts.[4]

2.8 "Consumer Protection Act" shall refer to the respective state consumer protection statutes.[5]

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[4] In Virginia the "Consumer" shall have the same meaning as "consumer transaction" as defined in the Virginia statute cited in paragraph 2.8.

[5] ALABAMA - Deceptive Trade Practices Act, AL ST 8-19-1, 13A-9-42, 8-19-8; ALASKA - Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50, *et seq.*; ARIZONA - Arizona Consumer Fraud Act, A.R.S. 44-1521, *et seq.*; ARKANSAS - Deceptive Trade Practices, AR ST 4-88-101, *et seq.*; COLORADO - § 6-1-101, *et seq.*, CRS; CONNECTICUT – Connecticut Unfair Trade Practices Act section 42-110a, *et seq.*; DELAWARE - Delaware Consumer Fraud Act, Del. Code Ann. tit. 6, 2511 to 2527; FLORIDA – Deceptive and Unfair Trade Practices Act, Fla. Stat. Ch. 501.201 *et seq.*; GEORGIA - Georgia Fair Business Practices Act of 1975, O.C.G.A. 10-1-390, *et seq.*; HAWAII - Hawaii Rev. Stat. Chap. 480-2(a); IDAHO - Consumer Protection Act, Idaho Code §§ 48-601, *et*

2.9 "Covered Marketer" means a Third-Party Retailer (1) who can: directly enter sales into DISH Network's order/entry application system ("O/E Retailer"); or (2) whose business operations have resulted in, on average, over 51 DISH Network service activations per month during the previous calendar year.

2.10 "DISH Network Goods" shall mean the equipment and other goods that DISH Network offers, leases and/or sells to Consumers, directly and/or through Third-Party Retailers, that enable customers to receive DISH Network Services.

2.11 "DISH Network Services" shall mean the audio and video programming that DISH Network offers, leases, and/or sells to Consumers, directly and/or through Third-Party Retailers, including, but not limited to, the installation, service, activation and/or delivery of DISH Network satellite television programming, equipment, and/or other goods.

2.12 "Electronic Fund Transfer" or "EFT" shall mean an "electronic fund transfer," as that term is defined in the Electronic Fund Transfer Act, 15 U.S.C. §1601, *et seq.*

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seq.; INDIANA - Deceptive Consumer Sales Act, Ind. Code Ann. §§ 24-5-0.5-1 to 24-5-0.5-12; IOWA - Consumer Fraud Act, Iowa Code § 714.16; KANSAS - Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*; KENTUCKY - Kentucky Consumer Protection Act, Kentucky Revised Statutes (KRS) 367.110, *et seq.*; LOUISIANA – Unfair Trade Practices and Consumer Protection Law, LSA-R.S. 51:1401 *et seq.*; MAINE – Maine Unfair Trade Practices Act, 5 M.R.S. sections 205-A *et seq.*; MARYLAND - Maryland Consumer Protection Act, Maryland Commercial Law Code Annotated 13-101, *et seq.*; MASSACHUSETTS - Mass. Gen. Laws c. 93A, §§ 2 and 4; MICHIGAN - Michigan Consumer Protection Act, MCL 445.901, *et seq.*; MINNESOTA – Minn. Stat. §§ 325F.68 - 325F.70 (Prevention of Consumer Fraud Act), Minn. Stat. § 325F.67 (False Advertising Act), Minn. Stat. §§ 325D.43 – 325D.48 (Uniform Deceptive Trade Practices Act); MISSISSIPPI - Miss. Code Ann. Section 75-24-1, *et seq.*; MISSOURI - MO ST §407.010 to 407.130; MONTANA - Mont. Code Ann. § 30-14-101 *et. seq.*; NEBRASKA - Nebraska Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601, *et seq.*, 87-301; NEVADA - Nevada Deceptive Trade Practices Act, Nevada Revised Statutes 598.0903 to 598.0999; NEW HAMPSHIRE – Regulation of Business Practices for Consumer Protection, NH RSA 358-A; NEW JERSEY - Consumer Fraud Act, N.J.S.A. 56:8-1, *et seq.*; NEW MEXICO - New Mexico Unfair Practices Act, NMSA 57-12-1, *et seq.*; NEW YORK – Executive Law § 63(12) and General Business Law §§ 349 and 350; NORTH DAKOTA - N.D.C.C. §§ 51-15-01, *et seq.*; OKLAHOMA - Oklahoma Consumer Protection Act, 15 O.S. 751, *et seq.*; OREGON – Unlawful Trade Practices Act ORS 646.605 *et seq.;* PENNSYLVANIA - Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.*; RHODE ISLAND - Rhode Island Gen. Laws Sec. 6-13.1, *et seq.*; SOUTH CAROLINA – South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, *et seq.*; SOUTH DAKOTA - South Dakota Deceptive Trade Practices and Consumer Protection, SD ST 37-24-1, 37-24-6, 37-24-23, 37-24-31, 22-41-10; TENNESSEE - Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, *et seq.*; TEXAS - Texas Deceptive Trade Practices and Consumer Protection Act, Tex. Bus. and Com. Code 17.41, *et seq.*; UTAH – Consumer Sales Practices Act, Utah Code Ann. ** 13-11-1 through 23; VERMONT - Consumer Fraud Act, 9 V.S.A. §§ 2451 to 2466; VIRGINIA – Virginia Consumer Protection Act, Va. Code §§ 59.1-196 through 59.1-207; WASHINGTON - Washington Consumer Protection Act, RCW §§ 19.86, *et seq.*; WEST VIRGINIA - West Virginia Consumer Credit and Protection Act, WV Code § 46A-1-102, *et seq.*; WISCONSIN, Deceptive Trade Practices Act, Wis. Stat. 100.18(1); and WYOMING – Wyoming Consumer Protection Act, Wyo. Stat. Ann. §§ 40-12-101, *et seq.*

2.13 "Telemarketing" shall mean "telemarketing" as that term is defined in the Federal Trade Commission's Telephone Sales Rule, 16 C.F.R. §310.2(cc), and in other federal, state, or local laws defining that term. However, nothing herein shall be construed to affect, restrict, limit, waive, or alter the definition of "telemarketing" under the laws and statutes of the states, and nothing herein shall be construed to limit the authority of the Attorneys General to enforce states' laws and statutes, including those regarding telemarketing.

2.14 "Telemarketing Acts" shall mean: ALABAMA - Telemarketing Act, Ala. Code § 8-19A-1, *et seq.*; ALASKA - AS 45.63, *et seq.*; ARIZONA - A.R.S. sec. 44-1271 thru 44-1282.; ARKANSAS - Consumer Telephone Privacy Act, Arkansas Code Annotated § 4-99-401, *et seq.*, Consumer Protection statute A.C.A. §§ 4-88-101, *et seq.*; COLORADO - § 6-1-901, *et seq.*, CRS; CONNECTICUT – Conn. Gen. Stat. sec 42-288a; DELAWARE – 6 Del. C § 25A; FLORIDA – Consumer Protection Fla. Stat. Ch. 501.059; GEORGIA - O.C.G.A. 46-5-27; HAWAII – Hawaii Rev. State. Section 481P-1 *et seq.*; IDAHO - Idaho Code § 48-1001, *et seq.*; INDIANA - Ind. Code 24-47-1 to -5; IOWA - Consumer Fraud Act, Iowa Code § 714.16; KANSAS - KSA 50-670 and K.S.A. 670(a); KENTUCKY - KRS 367.46951 to 367.46999; LOUISIANA -LSA-R.S. 45:844.11 *et seq.*, the Telephone Solicitation Relief Act of 2001; MAINE – Telephone Solicitations, 10 M.R.S. section 1499-B; MARYLAND - Telephone Consumer Protection Act, Md. Code Ann., Com. Law §§ 14-3201 through 14-3202; MASSACHUSETTS - Mass. Gen. Laws chapter 159C, and 201 Code of Mass. Regulations 12 *et seq.*; MICHIGAN - MCL 445.111, *et seq.* and 445.903(1)(gg); MINNESOTA – Minn. Stat. §§ 325E.311-325E.316 – Minnesota Do Not Call Act; MISSISSIPPI - Miss. Code Ann. Section 77-3-701, et seq. - Mississippi Telephone Solicitation Act; Miss. Code Ann. Section 77-3-601, et seq. - Unsolicited Residential Telephonic Sales Calls Law; MISSOURI - Telemarketing No-Call List, Mo. Rev. Stat. 407.1095 through 407.1110; MONTANA - Mont. Code Ann. §§ 30-14-1601 to -1606; NEBRASKA - Neb. Rev. Stat. §§ 59-1601, *et seq.*, 87-301; NEVADA - Nevada Revised Statutes 228.500., *et seq.*; NEW HAMPSHIRE - NH RSA 359-E; NEW JERSEY - Telemarketing Do Not Call Law, N.J.S.A. 56:8-119, *et seq.*; NEW MEXICO - NMSA 1978, S 57-12-22; NEW YORK – General Business Law §§ 396-m, 399-p, 399-pp and 399-z; NORTH DAKOTA - N.D.C.C. § 51-28-01, *et seq.*; OKLAHOMA - Commercial Telephone Solicitation Act, 15 O.S. 775A.1, *et seq.*; OREGON – Unlawful Telephone Solicitations Act ORS 646.561 to ORS 646.576; PENNSYLVANIA - Pennsylvania Telemarketer Registration Act, 73 P.S. § 2241, *et seq.*; RHODE ISLAND - Rhode Island Gen. Laws Sec. 6-13.1, *et seq.*; SOUTH CAROLINA – S.C. Code Ann. § 16-17-445 and 446; SOUTH DAKOTA - SDCL ch. 49-31; TENNESSEE – Tenn. Code Ann. § 65-4-405; TEXAS - Texas Telemarketing Disclosure and Privacy Act, Tex. Bus. and Com. Code §§ 304, *et seq.*; UTAH – Telephone and Facsimile Solicitation Act, Utah Code Ann. ** 13-25a-101 through 111 and the Telephone Fraud Prevention Act, Utah Code Ann. ** 13-26-1 through 11; VERMONT - 9 V.S.A. §2464a(b); VIRGINIA – Virginia Telephone Privacy Protection Act, Va. Code §§ 59.1-510 through 59.1-518; WASHINGTON - Commercial Telephone Solicitation Act, RCW 19.158.110(2)(a) and (b); WEST VIRGINIA – West Virginia Code § 46A-6F-101, *et seq.*; WISCONSIN Stat.§ 100.52(4) and Wis. Admin. Code § ATCP 127; WYOMING – Wyoming Consumer Protection Act, Wyo. Stat. Ann. §§ 40-12-101, *et seq.*

2.15 "Third-Party Retailer" shall mean one or more independent persons, a corporation, a partnership, or any other type of entity, as the case may be, that is authorized by DISH Network to offer, lease, sell, service, Advertise, and/or install DISH Network Services and/or DISH Network Goods.

3. APPLICATION OF ASSURANCE TO DISH NETWORK AND ITS SUCCESSORS

3.1 DISH Network's duties, responsibilities, burdens and obligations undertaken in connection with this Assurance shall apply to DISH Network and all of its subsidiaries, parents, affiliates, predecessors, successors and assigns of all of the foregoing, and the officers, directors, employees, shareholders, agents, servants, and assigns. DISH Network shall provide a copy of this Assurance to its subsidiaries, parents, affiliates, predecessors, successors and assigns of all of the foregoing to whom this Assurance applies, and the officers, directors, employees, shareholders, agents, servants, and assigns who have managerial-level responsibilities for performing the obligations outlined in this Assurance.

3.2 For the purposes of paragraphs 4.9, 4.15, 4.16, 4.28, 4.29, 4.30, 4.33, 4.38, 4.39, 4.40, 4.41, 4.42, 4.43, 4.47, 4.48, 4.49, 4.50, 4.51, 4.55, 4.56, and all of Section 5, the term Consumer shall not include any person or entity that purchases or leases any DISH Network Good and/or DISH Network Service solely for a commercial purpose. Nothing herein shall be construed to limit the authority of the Attorneys General to enforce state laws and statutes, including those regarding commercial and/or non-commercial contracts.

3.3 DISH Network shall require its Third-Party Retailers to comply with the terms and conditions of this Assurance.

4. TERMS OF ASSURANCE

Upon execution of this Assurance, DISH Network shall be bound from directly or indirectly engaging in the practices set forth herein and shall be required to directly or indirectly satisfy the affirmative requirements set forth herein.

General Consumer Protection Provisions

4.1 DISH Network shall not commit any unfair or deceptive trade practices as defined by any Consumer Protection Act.

4.2 DISH Network shall not misrepresent, expressly or by implication any term or condition of an offer to sell and/or lease any DISH Network Goods and/or DISH Network Services.

4.3 DISH Network shall not make any material omissions of fact regarding any term or condition of an offer to sell and/or lease any DISH Network Goods and/or DISH Network Services.

4.4 DISH Network shall not represent or imply that goods or services have characteristics, uses or benefits that they do not have.

4.5 DISH Network shall not offer, Advertise, lease, or sell any goods or services unless, at the time of the offer, Advertisement, lease, or sale, it is able to provide Consumers with a good or the service that complies with any representations that are made in connection with the offer, Advertisement, lease, or sale.

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

Material Terms/No Fine Print

4.7 In any Advertisement promoting the availability of DISH Network Services and/or DISH Network Goods, DISH Network shall Clearly and Conspicuously disclose any limitations on the availability of DISH Network Services.

4.8 In any Advertisement promoting a benefit that requires any commitment or minimum term of service, DISH Network shall Clearly and Conspicuously disclose any commitment to a minimum term of service required to accept the offer and whether the offer is subject to payment of cancellation fees, termination fees, and any other fines, fees or penalties if Consumers terminate an Agreement prior to the expiration of the commitment period.

4.9 DISH Network shall Clearly and Conspicuously disclose to Consumers at the point of sale or lease prior to scheduling activation or installation of DISH Network Goods and/or DISH Network Services all material terms and conditions of the offer, including, but not limited to: **(i)** any known limitations on the availability of DISH Network Services; **(ii)** costs, fees, penalties or other payment terms Consumers must pay, excluding taxes or other fees required by a governmental entity if they are not known, to receive DISH Network Goods and/or DISH Network Services and to return and/or cancel any DISH Network Goods and/or DISH Network Services; **(iii)** any commitment to a minimum term of service required to accept any offer for DISH Network Goods and/or DISH Network Services; and **(iv)** all cancellation fees, termination fees, and any other fines, fees or penalties that Consumers may be asked to pay if they terminate an Agreement or cancel their service.

4.10 DISH Network shall not fail to Clearly and Conspicuously disclose any material term or condition of an offer to sell or lease any DISH Network Goods and/or DISH Network Services, including, but not limited to, failing to Clearly and Conspicuously disclose terms or conditions of an offer by using fine or small print or an inaudible broadcast.

Equipment Offers

4.11 DISH Network shall Clearly and Conspicuously disclose in all of its Advertisements and other representations it makes to Consumers offering DISH Network Goods involving the use of more than one satellite television receiver, all material terms and limitations regarding the use of multiple satellite television receivers in connection with the broadcast of DISH Network Services, including, but not limited to, any additional charges that must be paid in connection with the use of more than one satellite television receiver.

4.12 DISH Network shall not sell to Consumers any previously used and/or refurbished DISH Network Goods, including, but not limited to, any satellite television receivers, unless, prior to the sale, it Clearly and Conspicuously discloses to Consumers that the DISH Network Good has been previously used and/or refurbished.

4.13 DISH Network shall promptly replace any leased DISH Network Goods that cease to operate when such cessation is not caused or attributable to improper installation by Consumers or misuse or abuse of the equipment at no cost to Consumers other than the actual cost to ship the replacement good to Consumers.

Programming Availability

4.14 When Advertising or offering local channels, if local channels are not or may not be available in all areas where the Advertisement is reasonably expected to appear, DISH Network shall Clearly and Conspicuously disclose in the Advertisement that all local channels may not be available.

4.15 When Advertising or offering DISH Network premium sports packages, DISH Network shall Clearly and Conspicuously disclose in the Advertisement that blackouts may apply or that all games may not be available.

4.16 DISH Network shall Clearly and Conspicuously disclose to Consumers at the point of sale or lease prior to activation or installation of DISH Network Goods and/or DISH Network Services all material terms and limitations concerning the availability of local channels, including, but not limited to, disclosing whether local channels are available in the Consumer's area and specifically identifying which channels are not available.

4.17 DISH Network shall Clearly and Conspicuously disclose to Consumers who order sports packages and channels, at the point of sale or lease prior to activation or installation of

DISH Network Goods and/or DISH Network Services, all material terms and limitations concerning the availability of sports packages and channels, including, but not limited to, specifically disclosing whether the sports channels are available in the Consumer's area and that blackouts may apply or that all games may not be available.

4.18 DISH Network shall not represent that DISH Network Services are or may be available in a certain area when they are not.

Rebates, Credits and Free Offers

4.19 DISH Network shall Clearly and Conspicuously disclose in all of its Advertisements and other representations it makes to Consumers that include the offer of a rebate, credit, or other discount, all material terms, limitations, and conditions associated with the offer and obtaining the benefit of the offer.

4.20 DISH Network shall not disclose the price for any DISH Network Goods and/or DISH Network Services less any rebate, credit, discount or other amount to Consumers unless DISH Network Clearly and Conspicuously discloses in any Advertisements or representations any material qualifications or limitations for obtaining the rebate, credit, discount or other amount.

4.21 DISH Network shall Clearly and Conspicuously disclose in all of its Advertisements and other representations it makes to Consumers concerning the offer of a free good or service all terms and conditions of the offer.

4.22 DISH Network shall comply with the Federal Trade Commission (FTC) Guide Concerning Use of the Word "Free" and Similar Representations, 16 C.F.R. § 251.

4.23 DISH Network shall comply with all federal, state and local laws, rules and regulations regarding any free offers or other prize, gift, award and incentive promotions.

Retroactive Changes to Guarantee/Warranty/Refund Program

4.24 DISH Network shall not retroactively change the terms of any warranty, guarantee, refund, or similar program offered in connection with the sale or lease of any DISH Network Goods and/or DISH Network Services unless the change is being made for the benefit of Consumers, such as expanding the coverage of any warranty, broadening the scope of any refund or other program or coverage, and/or extending any deadlines or expiration dates.

Reference and Comparison Prices

4.25 In all of its Advertisements and other representations it makes to Consumers, DISH Network shall comply with the terms of the FTC's guidelines on the use of reference

prices and with all federal, state and local laws, rules and regulations regarding reference-pricing, including, but not limited to: **(i)** disclosing the reference price; and **(ii)** only offering as a reference price a price that has been actively and openly offered for a reasonable period of time.

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

4.27 DISH Network shall not compare the price of any of DISH Network Goods and/or DISH Network Services to a competitor's price that includes charges to consumers for which DISH Network charges separately, unless DISH Network includes in its advertised price all charges that the competitor includes in its price.

Formation of Contract: Required Procedures, Notices and Disclosures

4.28 DISH Network shall Clearly and Conspicuously disclose the following information to all Consumers to whom it sells or leases any DISH Network Goods and/or DISH Network Services, in a written Agreement:

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

4.29 DISH Network shall Clearly and Conspicuously disclose on the Consumer's first bill for any DISH Network Goods and/or DISH Network Services a statement informing the Consumer that if the price, or any portion thereof, is not the price which the Consumer agreed to pay, then DISH Network will either honor the price to which the Consumer agreed or allow the Consumer to cancel his or her Agreement without being charged any penalties or fees. In the event the Consumer receives DISH Network's first bill and the price, or any portion thereof, is not the price which the Consumer agreed to pay, for a period of thirty-five (35) days after the first bill is sent to the Consumer, DISH Network shall either honor the price which the Consumer

agreed to pay or allow the Consumer to cancel his or her Agreement without charging the Consumer any early-termination penalties or fees.

4.30 DISH Network shall, prior to activating DISH Network Services, orally disclose to Consumers the information contained in Paragraph 4.28's subparagraphs A, C, D, E, and G, unless the Consumer purchases DISH Network Goods and/or DISH Network Services via the Internet. If the Consumer purchases and/or leases DISH Network Goods and/or DISH Network Services via the Internet, the disclosures contained in paragraph 4.28's subparagraphs A, C, D, E, and G shall be incorporated into the Consumer's transaction by a method that requires the Consumer to acknowledge such disclosures by checking a box for the disclosures indicating that the Consumer has read and understands each disclosure contained therein, prior to completion of the Consumer's transaction.

4.31 In sales transactions conducted on the Internet, DISH Network shall not add by default or include without affirmative authorization by the Consumer any DISH Network Goods and/or DISH Network Services to the Consumer's transaction(s). Additionally, DISH Network shall not have any selection box indicating a Consumer's request for any DISH Network Service or related service(s) pre-checked during the online sales process.

4.32 If DISH Network offers its Digital Home Protection Plan (DHPP) or any similar plan at no cost to the Consumer for a period of time ("promotional period"), DISH Network shall Clearly and Conspicuously disclose to Consumers as part of its offer the terms and conditions of the offer, including, but not limited to: a) whether the consumer will be automatically billed for DHPP following the expiration of the promotional period; b) that the consumer must cancel DHPP within the promotional period to avoid being automatically billed for it; c) the cost of DHPP and the date that the consumer will be billed for it; d) the means by which the consumer may cancel DHPP during the promotional period; and e) that the offer is optional; and shall obtain the Consumer's express agreement to the offer.

4.33 DISH Network shall, prior to the installation of any DISH Network Goods and/or activation of any DISH Network Services, provide the Consumer with a copy of all Agreement(s) governing the sale, lease, and/or use of any DISH Network Goods and/or any DISH Network Services, including the Agreement containing the disclosures required by Paragraph 4.28. Prior to leaving the Consumer's residence once installation is complete, DISH Network shall provide the Consumer with a fully executed copy of such Agreement(s). For purposes of this paragraph, a fully executed Agreement shall constitute an Agreement that has been signed by the Consumer signifying his or her acceptance of the terms and conditions contained in the Agreement.

4.34 DISH Network shall Clearly and Conspicuously identify by name, mailing address, and toll-free telephone number the entity that the Consumer should contact with questions regarding: (A) billing; (B) installation; (C) equipment; and (D) service. DISH Network may provide this information in the Agreement.

4.35 In the event DISH Network assigns any Consumer's account to a third party during the term of the Agreement, DISH Network shall Clearly and Conspicuously inform the Consumer in writing of the assignment and provide the Consumer with the name, address, and the telephone number of the third party. DISH Network shall communicate such information to the Consumer at least thirty (30) days prior to such assignment.

4.36 DISH Network shall require its Third-Party Retailers to maintain and store a copy of any fully executed Agreement. DISH Network shall maintain and store a copy of all fully executed Agreements it receives from Consumers for the entire period during which the Consumer is a DISH Network customer and for a minimum period of at least one (1) year thereafter. DISH Network shall use all commercially reasonable efforts to make a copy of any fully executed Agreement available to the Consumer within fifteen (15) days of the Consumer's request for such Agreement. In the event that a Consumer requests a copy of his or her Agreement and DISH Network is unable to locate a copy of it, DISH Network shall notify the Consumer of that fact within thirty (30) days of the date of the Consumer's request.

4.37 DISH Network shall not enforce any Agreement unless it is able to provide the Consumer with a copy of his or her fully executed Agreement within (30) thirty days of receiving the Consumer's request for a copy. The provisions of this paragraph shall have no effect on a Consumer's obligation to return any DISH Network Goods at the expiration or termination of any Agreement or DISH Network's right to charge the consumer a fee subject to the provisions of this Assurance if the Consumer does not return any DISH Network Goods in a reasonable time or collect on programming charges incurred by the Consumer that remain unpaid.

Contract Terms

4.38 DISH Network shall not include in its Agreements a waiver of Consumers' rights and/or remedies unless DISH Network Clearly and Conspicuously discloses the rights or remedies that the Consumers are being asked to waive. Further, DISH Network shall not include in its Agreement in connection with the sale, lease, installation or use of DISH Network Goods and/or DISH Network Services, any language requiring Consumers to waive any rights and/or remedies in contravention of any local, state or federal law.

4.39 DISH Network shall put the following terms in a box or similar design at the top half of the first page of any Agreement that DISH Network requires the Consumer to sign for the purchase or lease of any DISH Network Goods and/or DISH Network Services:

(A) the length of the Agreement;
(B) the terms of any early cancellation fee, including the amount and the method of calculation, *i.e.*, whether the penalty is prorated; and

(C) the terms of any fee for a customer's failure to return equipment, including the maximum amount that may be charged for each piece of the equipment the Consumer is leasing that is not returned.

4.40 DISH Network shall use a minimum of 11-point font size in all written Agreements DISH Network enters with Consumers, directly and through Third-Party Retailers.

4.41 DISH Network shall use plain and understandable English in all Agreements DISH Network enters with Consumers, except as provided in Paragraph 4.42

4.42 DISH Network shall, when offering and/or selling DISH Network Goods and/or DISH Network Services, furnish upon request a Spanish-language version of any Agreements and other documents it provides to Consumers who seek to purchase and/or lease DISH Network Goods and/or DISH Network Services.

Electronic Fund Transfers and Credit Card Autopay

4.43 In all transactions, DISH Network shall:

(A) when enrolling a Consumer in an EFT program for recurring automatic payment, obtain written or electronic authorization from the Consumer, which authorization shall include the process by which Consumers may revoke their authorization or cancel their enrollment in the EFT program, and shall otherwise comply with the requirements of the Electronic Fund Transfer Act, 15 U.S.C. §1601, *et seq.*, for obtaining preauthorization to receive recurring electronic fund transfers from a Consumer's bank account;

(B) when enrolling a Consumer in a Credit Card AutoPay ("CCA") program for recurring automatic payment, obtain written, electronic, or verbal authorization from the Consumer, which authorization shall include explaining to Consumers the process by which Consumers may revoke their authorization or cancel their enrollment in the CCA program;

(C) maintain the Consumer's written or electronic authorization required under this paragraph for the duration of the Consumer's enrollment in such a program and for a period of not less than two (2) years after the Consumer terminates or revokes the authorization;

(D) at least ten (10) days prior to effectuating an EFT or credit card charge under an EFT or CCA program, provide a written or electronic bill to the Consumer disclosing: (i) the charges and the exact amount that will be subject to an EFT or credit card charge pursuant to the EFT or CCA program in which the Consumer is enrolled; (ii) the goods or services for which the EFT or credit card charge is

being made; (iii) the date on which the recurring EFT or credit card charge will be made; and (iv) a DISH Network telephone number that Consumers may call with any inquiries related to their bills;

(E) if DISH Network requires a credit card or debit card from a Consumer in order for the Consumer to qualify for a promotion to lease any DISH Network Goods or receive any DISH Network Services ("Qualifying Card"), Clearly and Conspicuously disclose to the Consumer, prior to the Consumer's submission of the card number, that by submitting his or her credit or debit card to qualify for a promotion to lease any DISH Network Goods or receive any DISH Network Services, he or she is authorizing DISH Network to automatically charge or debit his or her card for the cost of any unreturned equipment or for an early-termination or cancellation fee, if applicable;

(F) when obtaining a Qualifying Card from the Consumer, confirm whether the Qualifying Card is a credit or debit card;

(G) obtain written authorization from the Consumer to automatically charge or debit the Consumer's Qualifying Card for any penalty fees owed by the Consumer, including, but not limited to, unreturned equipment and early-termination or cancellation fees; such written authorization shall be obtained in a Clear and Conspicuous manner and in no event through a clause in an Agreement unless the clause is Clearly and Conspicuously set apart from, and more prominent than, all other clauses in the Agreement; and

(H) promptly correct any incorrect charge or debit DISH Network makes to a Consumer's debit or credit card by restoring funds to the Consumer's bank account or refunding the amount to the Consumer's credit card. An "incorrect charge or debit" includes, but is not limited to, any amount charged to a Consumer for unreturned equipment or early cancellation of an Agreement where it is later determined that the Consumer does not, in fact, owe the amount.

4.44 In all transactions, DISH Network shall not:

(A) use, in any Agreement with Consumers, the term "Credit Card" to refer to or mean a debit card or any other form of an Electronic Fund Transfer as that term is defined by the Electronic Fund Transfer Act, 15 U.S.C. §1601, *et seq.*;

(B) use a Consumer's credit or debit card or bank account provided by the Consumer to enroll in an EFT or CCA program for any charges other than the Consumer's monthly statement amount, unless the same credit or debit card was provided as the Qualifying Card;

(C) make a one-time EFT or charge to a debit or credit card without receiving the Consumer's express prior written, electronic, or verbal authorization for the charge;

(D) make an EFT or charge to a debit or credit card belonging to someone other than the customer named on the specific DISH Network account without obtaining the non-account-holder's prior express written, electronic, or verbal authorization for the payment;

(E) make a charge to a debit card for any penalty payment, including, but not limited to, a cancellation or termination fee or unreturned equipment fee, without providing the Consumer with at least ten (10) days' written notice, or email notice if the Consumer has affirmatively chosen to receive his or her monthly statement electronically, of the maximum amount that will be charged or debited and the date on which the charge or debit will be made, or, in the case of unreturned equipment fees, the charge DISH Network is going to impose for each piece of unreturned equipment that the Consumer has leased, and the date the charge or debit will be made, and such notice shall include, where applicable, a description of how the Consumer can calculate his or her exact early-cancellation charge and a table showing the exact price of each piece of equipment, along with a toll-free number that the Consumer may call to inquire about the notice; and

(F) make an automatic credit or debit from any credit or debit card for any penalty payment, including, but not limited to, an early-cancellation fee or unreturned equipment fee, from any credit or debit card other than a credit or debit card that belongs to a DISH Network account holder.

Termination of Services and Equipment Return

4.45 DISH Network shall not bill a Consumer a cancellation, termination, and/or other fee in connection with the termination of DISH Network Services and/or the return of DISH Network Goods unless it can document that it has complied with the terms of its Agreement and any representations it has made to Consumers regarding DISH Network's and/or the Consumer's obligations with respect to cancellation or termination of DISH Network Services and/or the return of DISH Network Goods.

4.46 Prior to charging any Consumer who voluntarily cancels DISH Network Services any cancellation, termination, and/or other fee in connection with the termination, and/or return of any DISH Network Goods, DISH Network shall Clearly and Conspicuously disclose to the Consumer the following information: **(i)** the exact amount of any cancellation or termination and/or other fee that the Consumer is being charged; **(ii)** if the amount of any cancellation, termination and/or other fee that the Consumer is being charged is related to the return of any DISH Network Goods, the exact pieces of equipment and the maximum charge per piece of

equipment; **(iii)** notification that the Qualifying Card will be debited or charged for the termination, cancellation, and/or fee related to the return of DISH Network Goods; **(iv)** the terms and conditions under which the Consumer must return any DISH Network Goods to DISH Network; **(v)** a toll-free telephone number that the Consumer may call to discuss or dispute the bill; and **(vi)** the procedure the Consumer may follow to avoid incurring the cancellation, termination and/or other fee, if any.

4.47 Prior to charging any Consumer whose DISH Network Services are involuntarily terminated any cancellation, termination, and/or other fee in connection with the termination, and/or return of any DISH Network Goods, DISH Network shall Clearly and Conspicuously disclose to the Consumer the following information: **(i)** the maximum amount of any cancellation or termination fee; **(ii)** if the amount of any fee that the Consumer is being charged is related to the return of any equipment, the maximum charge per piece of equipment; **(iii)** notification that the Qualifying Card will be debited or charged; **(iv)** a toll-free telephone number that the Consumer may call to discuss or dispute the bill; and **(v)** the procedure the Consumer may follow to avoid incurring the cancellation, termination and/or other fee, if any.

4.48 If a Consumer notifies DISH Network or one of its Third-Party Retailers of a problem regarding a recurring impairment and/or material limitation to the quality or usability of any DISH Network Services, including, but not limited to, recurring material interference of signal reception, that is not caused or attributable to improper installation by the Consumer, a change in alignment of the satellite receiving equipment that is not caused by DISH Network, misuse or abuse of the equipment, and/or other factors not within DISH Network's control, DISH Network shall either (i) allow the Consumer to cancel his or her Agreement without the imposition of a termination fee, or (ii) directly or through its Third-Party Retailer, schedule and complete an in-home service appointment to correct the problem. If DISH Network cannot correct the impairment or limitation problem within thirty (30) days of DISH Network's receipt of such Consumer's initial impairment or limitation notification, the Consumer shall have the right to cancel his or her Agreement with DISH Network without the imposition of an early-termination fee.

4.49 DISH Network shall not deactivate or otherwise terminate any Consumer's account unless it notifies the Consumer that the Consumer's DISH Network Services are to be deactivated or otherwise terminated, at least twenty (20) days prior to the deactivation or termination, and Clearly and Conspicuously discloses the upcoming deactivation or termination, the reason for the deactivation or termination and what actions or recourse, if any, the Consumer may take to avoid the deactivation or termination.

4.50 DISH Network shall not wrongfully terminate any Consumer's Agreement. For purposes of this Assurance, wrongful termination of a Consumer's Agreement shall include termination as a result of any error by DISH Network or in violation of any Agreement. In the event DISH Network wrongfully terminates any Agreement, DISH Network shall (i) refund any amount it charged the Consumer in connection with the wrongful termination and (ii) not charge

the Consumer whose Agreement was wrongfully terminated any reactivation fee or other fee to reactivate DISH Network Services. If, as a result of DISH Network's wrongful termination of any Agreement, DISH Network reports any information regarding a Consumer to any credit-reporting agency or bureau, DISH Network shall provide the bureau or credit-reporting agency with a report correcting the information it previously provided to the credit-reporting agency or bureau.

4.51 DISH Network shall not charge Consumers any fee in connection with the return of any DISH Network Goods if DISH Network fails to comply with the terms of any Agreement or any representations that it makes to Consumers in connection with the return of any DISH Network Goods.

4.52 DISH Network shall not charge any Consumer any cancellation or termination fee in connection with the termination of any DISH Network Services that exceeds the amount of the Consumer's remaining payment obligation under any Agreement.

4.53 DISH Network shall not charge any Consumer any cancellation, termination or other fee in connection with the return of any DISH Network Goods that exceeds the Manufacturer's Suggested Retail Price (M.S.R.P.).

Credit Check Policies

4.54 When conducting a credit check, DISH Network shall disclose to Consumers prior to the sale or lease of any DISH Network Goods and/or DISH Network Services, any requirement that Consumers provide DISH Network with their social security numbers in order to activate any DISH Network Services or to purchase or lease any DISH Network Goods. DISH Network shall further disclose to Consumers, prior to the sale or lease of any DISH Network Goods and/or DISH Network Services, the reason for requiring a social security number. If requested by the Consumer, DISH Network shall identify at the time of such request any third party with whom DISH Network may share the Consumer's social security number. Furthermore, DISH Network shall comply with all federal, state and local laws, regulations, and rules regarding the gathering, maintaining, storing, destruction and sharing of Consumers' social security numbers.

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

Third-Party Retailers

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

4.57 DISH Network shall require its Third-Party Retailers to use telemarketers who comply with the provisions of this Assurance. If DISH Network learns that any of its Third-Party Retailers are conducting any Telemarketing activities, directly or through any other telemarketer, that violate the terms of this Assurance, DISH Network shall take appropriate disciplinary action against such Third-Party Retailers. Appropriate disciplinary action may include one or more of the following remedies:

1) termination;
2) imposing monetary fines;
3) withholding of compensation;
4) suspending the right to Telemarket (directly or through a third-party) for a period of time;
5) prohibiting telemarketing (directly or through a third-party);
6) requiring the Third-Party Retailer to impose appropriate guidelines on its Telemarketing activities, such as procedures for compliance with the TCPA and/or any other federal, state or local laws regarding Telemarketing;
7) requiring the Third-Party Retailer to terminate a person or entity that is Telemarketing on its behalf; and/or
8) other appropriate and reasonable discipline under the circumstances

4.58 DISH Network shall affirmatively investigate Complaints made to it or to the Better Business Bureau by Consumers, regulatory agencies or law enforcement entities, when such Complaints are brought to the attention of DISH Network, pertaining to its Third-Party Retailers' offer, Advertisement, installation, lease, and/or sale of DISH Network Goods and/or DISH Network Services, and shall take appropriate and reasonable disciplinary action as soon as reasonably practicable, against any Third-Party Retailer it has determined to be in violation of the requirements of this Assurance. Appropriate action may include retraining and other disciplinary action, up to and including termination of the Third-Party Retailer's authority to offer, Advertise, install, lease, and/or sell DISH Network Goods and/or DISH Network Services. Upon request of an Attorney General, DISH Network shall provide the Attorney General with the following information: **(i)** the name, address, and phone number of the Consumer who made the allegation or complaint; **(ii)** a copy or description of the allegation or complaint; **(iii)** the name, address and phone number of the Third-Party Retailer against whom the allegation or complaint was lodged; and **(iv)** a description and any documentation of the specific action it took regarding the complaint or allegation. DISH Network shall maintain the information required under this paragraph for a period of not less than six (6) years including, but not limited to, any

record that refers or relates to any Complaints it receives against any Third-Party Retailers and any record that refers or relates to any investigation by DISH Network of such Complaints.

4.59 DISH Network shall be bound by and honor any representations that are made to Consumers by its Third-Party Retailers who offer, Advertise, install, lease, and/or sell DISH Network Goods and/or DISH Network Services made with DISH Network's prior authorization, approval, permission or knowledge.

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

4.61 DISH Network shall not allow its Third-Party Retailers to charge any fees to Consumers for DISH Network Services and/or DISH Network Goods other than: **(i)** for installation or activation, if the amount and the purpose of the fees are Clearly and Conspicuously disclosed in writing to Consumers prior to their entering any Agreement with DISH Network; and **(ii)** any after-sale services and/or goods performed or sold by the Third-Party Retailer.

4.62 DISH Network shall require its Third-Party Retailers, when offering, installing, servicing, leasing, and/or selling any DISH Network Goods and/or DISH Network Services, to identify themselves to Consumers, including Clearly and Conspicuously disclosing their name, address and telephone number, and their relationship to DISH Network, and DISH Network shall require its Third-Party Retailers, upon receipt of any Complaint from a Consumer, to provide the Consumer with DISH Network's toll-free telephone number for resolving Complaints.

Account Assignment to Third Parties

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

4.64 DISH Network shall comply with the Fair Debt Collection Practices Act, 15 U.S.C. § 1601, *et seq.*, and all state and local collections laws.

4.65 DISH Network shall monitor and be responsible for the conduct of any Billing Agent to which it assigns any Consumer's account, including, but not limited to, receiving and

resolving Consumer complaints made against such Billing Agents in connection with the billing for any DISH Network Goods and/or DISH Network Services.

4.66 In the event that DISH Network assigns a Consumer's account to a Billing Agent, the terms of such an assignment shall include the requirement that the Billing Agent abide by any terms contained in any Agreement concerning the collection of any outstanding balance owed by the Consumer.

Telemarketing and Do Not Call

4.67 DISH Network shall comply with all federal, state and local laws regarding Telemarketing, including, but not limited to, those which prohibit calling Consumers who are on any federal, state, or local do-not-call lists unless otherwise exempted by such laws.

4.68 DISH Network shall comply with all federal, state and local laws requiring the acquisition or purchase of national and state do-not-call databases and shall not make any Telemarketing calls to Consumers in the applicable state or municipality until it has acquired or purchased all do-not-call databases required by federal, state, or local laws.

4.69 DISH Network shall not initiate an outbound Telemarketing call directly or through an Authorized Telemarketer to a person who has previously stated to DISH Network or an Authorized Telemarketer that he or she does not wish to receive a Telemarketing call made by or on behalf of DISH Network, or has expressed a desire to be placed on DISH Network's internal do-not-call list.

4.70 DISH Network shall require any and all Authorized Telemarketers during any Telemarketing calls they make to **(i)** provide to the Consumer the first name of the representative that is making the call and **(ii)** inform the Consumer that the Telemarketing call is made on DISH Network's behalf.

4.71 DISH Network shall register with any and all governmental entities or agencies as required by applicable federal, state and local laws in each jurisdiction in which it engages in Telemarketing activities.

4.72 DISH Network shall, if and to the extent that it is not already the existing practice of DISH Network, establish and implement an internal do-not-call list, as well as policies and procedures, to ensure that, subject to exemptions provided in federal, state or local law, DISH Network and any Authorized Telemarketer through which it contacts Consumers for the purpose of offering and/or selling DISH Network Goods and/or DISH Network Services, do not call any Consumers on DISH Network's internal do-not-call list or any Consumer listed on any federal, state or local do-not-call list, unless otherwise exempted by such laws. DISH Network shall monitor or retain a third-party vendor to monitor outbound telemarketing campaigns conducted by an Authorized Telemarketer to determine whether the Authorized Telemarketer is complying

with all applicable federal, state, and local do-not-call laws. Upon request from an Attorney General, DISH Network shall provide the Attorney General with a copy of such written policies and procedures.

4.73 DISH Network shall issue business rules to its Authorized Telemarketers and Covered Marketers, requiring them to comply with the terms of this Assurance.

4.74 DISH Network shall affirmatively investigate Complaints regarding alleged violations of federal, state and local laws regarding Telemarketing, including, but not limited to, those which prohibit calling Consumers who are on any federal, state, or local do-not-call lists, unless otherwise exempted by such laws, and shall take appropriate action as soon as reasonably practicable against any Authorized Telemarketers and Covered Marketers it has determined to be in violation of the requirements of this Assurance. Upon request from an Attorney General, DISH Network shall provide the Attorney General with the following information: **(i)** the name, address, and phone number of the Consumer who made the allegation or Complaint; **(ii)** a copy or description of the allegation or Complaint; and **(iii)** the name, address and phone number of the Authorized Telemarketer or Covered Marketer against whom the allegation or Complaint was lodged. Further, DISH Network shall be required to notify the Attorney General of the specific action it took regarding the Complaint or allegation if so requested.

4.75 Within thirty (30) days of the date of the execution of this Assurance, DISH Network shall provide each Authorized Telemarketer and each Covered Marketer with a copy of this Assurance and inform them that in order to continue acting as DISH Network Authorized Telemarketers or Covered Marketers, they must abide by the terms and conditions of this Assurance.

4.76 DISH Network shall appropriately discipline an Authorized Telemarketer if DISH Network reasonably determines that, in connection with Telemarketing DISH Network Goods and/or DISH Network Services, the Authorized Telemarketer has: **(a)** failed to fulfill contract requirements with respect to compliance with federal, state, or local telemarketing laws; **(b)** violated federal, state, or local telemarketing laws; and/or **(c)** failed to comply with the terms of this Assurance as they relate to this Telemarketing and Do Not Call section. Such disciplinary action shall include one or more of the following remedies:

1) termination;
2) imposing monetary fines;
3) withholding of compensation;
4) suspending the right to Telemarket for a period of time;
5) prohibiting Telemarketing;
6) requiring the Authorized Telemarketer to improve its process and procedures for compliance with the Telephone Consumer Protection Act (TCPA), 47 U.S.C. §227, *et seq.*, and/or any other federal, state and local laws regarding Telemarketing;

7) requiring the Authorized Telemarketer to terminate certain employees involved in TCPA violations and/or violations of any other federal, state and local laws regarding Telemarketing;
8) requiring the Authorized Telemarketer to terminate Telemarketing affiliates;
9) requiring the Authorized Telemarketer to retrain employees in TCPA compliance and/or compliance with any other federal, state and local laws regarding Telemarketing; and/or
10) other appropriate and reasonable discipline under the circumstances.

In determining what disciplinary action shall be taken, DISH Network shall take into consideration the egregiousness of the Authorized Telemarketer's conduct, the number of violations, the Authorized Telemarketer's willingness to cure the problem, and whether DISH Network has previously disciplined the Authorized Telemarketer.

4.77 DISH Network shall require any Covered Marketer that Telemarkets any DISH Network Goods and/or DISH Network Services to establish written policies and procedures to comply with all federal, state and local laws regarding Telemarketing, including, but not limited to, those which prohibit calling Consumers who are on any federal, state and local do-not-call list.

4.78 DISH Network shall monitor, directly or through a third-party monitoring service approved by DISH Network, its Covered Marketers to determine whether they are Telemarketing Consumers and, if so, to determine whether the Covered Marketer is complying with all applicable federal, state, and local do-not-call laws. Upon request from an Attorney General, DISH Network shall provide the requesting Attorney General with a copy of such written policies and procedures. DISH Network states that it has had persons pose as potential subscribers in order to engage in "sting"-type operations to determine if certain Covered Marketers are complying with its do not call policies. Among other things, DISH Network will continue engaging in such practices as part of the monitoring process described above.

4.79 DISH Network shall appropriately and reasonably discipline a Covered Marketer if DISH Network reasonably determines that, in connection with Telemarketing DISH Network Goods and/or DISH Network Services, the Covered Marketer has: **(a)** failed to fulfill contract requirements with respect to compliance with federal, state, or local telemarketing laws; **(b)** violated federal, state, or local telemarketing laws; and/or **(c)** failed to comply with the terms of this Assurance as they relate to this Telemarketing and Do Not Call section. Such disciplinary action shall include one or more of the following remedies:

1) termination;
2) imposing monetary fines;
3) withholding of compensation;
4) suspending the right to Telemarket for a period of time;
5) prohibiting Telemarketing;

6) requiring the Covered Marketer to improve its process and procedures for compliance with the TCPA and/or any other federal, state and local laws regarding Telemarketing;
7) requiring the Covered Marketer to terminate certain employees involved in TCPA violations and/or violations of any other federal, state and local laws regarding Telemarketing;
8) requiring the Covered Marketer to terminate Telemarketing affiliates;
9) requiring the Covered Marketer to retrain employees in TCPA compliance and/or compliance with any other federal, state and local laws regarding Telemarketing; and/or
10) other appropriate and reasonable discipline under the circumstances.

In determining what disciplinary action shall be taken, DISH Network shall take into consideration the egregiousness of the Covered Marketer's conduct, the number of violations, the Covered Marketer's willingness to cure the problem, and whether DISH Network has previously disciplined the Covered Marketer.

Complaint Handling

4.80 DISH Network shall maintain all Consumer Complaints it receives and DISH Network's responses to those Consumer Complaints for a period of at least three (3) years from the date of DISH Network's receipt of the Consumer Complaint. DISH Network may maintain these Complaints electronically if it so chooses.

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

4.82 DISH Network shall record a Consumer Complaint by including: (i) a description of the Complaint; (ii) the date DISH Network received the Complaint; (iii) a summary of relevant communications with the Consumer regarding the Complaint; and (iv) a description of the ultimate resolution of the Complaint that includes any relief provided.

5. RESTITUTION

5.1 DISH Network agrees to pay restitution and/or other appropriate relief to Consumers who have Eligible Complaints. For purposes of the Restitution section of this Assurance, an Eligible Complaint is a written request or demand from a Consumer residing in the signatory Attorney General's state and that: **(i)** was received by DISH Network and/or one of

the Attorneys General and/or any other state agency located in one of the signatory Attorney General's states handling Consumer complaints between January 1, 2004 and the date of the entry of this Assurance, and the Complaint remains either fully or partially unresolved; or **(ii)** is received by DISH Network, either directly from a Consumer or through a third party such as an Attorney General's Office, any state Consumer complaint-handling agency or Better Business Bureau, within one hundred and fifty (150) days from the date of the entry of this Assurance and concerns conduct that occurred during the two-year period prior to the date of this Assurance.

5.2 Consistent with the terms of this Assurance, DISH Network shall resolve each Eligible Complaint by offering the Consumer the option of either **(i)** accepting restitution or some other appropriate relief offered by DISH Network or **(ii)** if DISH Network is unable to resolve the Complaint to the Consumer's satisfaction, using the Claim Form attached hereto as Exhibit A, DISH Network shall inform the Consumer that he/she may submit his/her Eligible Complaint to a neutral third-party (the "Claims Administrator") who shall manage and administer a complaint-resolution program pursuant to the terms of this Assurance. The selection of the Claims Administrator and any successor administrator shall be subject to the approval of the Attorneys General.

5.3 Within fifteen (15) days of receiving an Eligible Complaint, DISH Network shall attempt to resolve the Eligible Complaint by offering the Consumer who filed the Eligible Complaint restitution and/or some other appropriate relief. If, within (15) days of receiving an Eligible Complaint, DISH Network is unable to resolve the Eligible Complaint to the Consumer's satisfaction, DISH Network shall inform the Consumer of his or her ability to submit his or her complaint to the Claims Administrator for resolution by mailing the Consumer the Claim Form attached hereto as Exhibit A. The Claim Form shall describe the restitution and/or other appropriate relief that DISH Network is offering to resolve the Eligible Complaint and shall explain the procedure for accepting DISH Network's offer and for rejecting the offer and submitting the Eligible Complaint to the Claims Administrator for resolution. Acceptance by a Consumer of any relief offered by DISH Network shall not act as a release by the Consumer of any claims that he or she may have against DISH Network. However, DISH Network shall have the right to raise defenses available to it arising from the acceptance of the offer, including that the relief provided shall mitigate any damages that are asserted. If a Claim Form is returned to DISH Network as undeliverable, DISH Network shall attempt to locate the Consumer by: **(i)** mailing the Claim Form to any forwarding address provided by the U. S. Postal Service for the Consumer; **(ii)** mailing the Claim Form to any additional addresses for the Consumer contained in DISH Network's business records; and **(iii)** contacting the Consumer at any phone number, e-mail address, or facsimile number that is contained in DISH Network's business records regarding the Consumer for the purpose of obtaining a correct mailing address and mailing the Claim Form to the Consumer at the correct mailing address.

5.4 A Consumer may elect to have his/her Eligible Complaint decided by the Claims Administrator by submitting the Claim Form to DISH Network within forty-five (45) days of the date of the mailing of the Claim Form by DISH Network. The Consumer may return the Claim

Form to DISH Network via the U.S. Postal Service or via facsimile or other additional manner set forth by DISH Network. For purposes of this paragraph, the date on which a Claim Form is returned to DISH Network shall be either **(i)** the date of any postmark contained on the envelope used to return the Claim Form to DISH Network via U.S. mail; or **(ii)** the date on which the Claim Form is returned to DISH Network via facsimile.

5.5 DISH Network shall, within ten (10) days of its receipt of a Claim Form from a Consumer, provide the Claims Administrator a copy of: **(i)** the Consumer's Eligible Complaint; **(ii)** the Consumer's submitted Claim Form; and **(iii)** any other document mailed by the Consumer with either his/her Claim Form or Eligible Complaint. DISH Network shall also provide the Claims Administrator any documents transmitted by the Consumer to DISH Network prior to the Claims Administrator's resolution of the Consumer's Eligible Complaint relating to the Consumer's Eligible Complaint and any other relevant information.

5.6 DISH Network shall provide any Consumers who accept its offer of restitution and/or other appropriate relief with the restitution payment and/or any other appropriate relief that was accepted by the Consumer no later than thirty (30) days from the date the Consumer accepted DISH Network's offer of restitution and/or other appropriate relief.

5.7 Within thirty (30) days of the date of the entry of this Assurance, DISH Network shall hire the Claims Administrator. For the purpose of protecting the proprietary and customer information to be provided to him/her by DISH Network, the Claims Administrator shall enter into a contractual relationship with DISH Network consistent with the terms of this Assurance.

5.8 DISH Network shall pay the Claims Administrator and all costs associated with the complaint-resolution program provided for in this Assurance.

5.9 The Claims Administrator shall be responsible for, among other things, the collection of all Eligible Complaints and supporting documents necessary for determination of restitution and/or other appropriate relief to Consumers. The Claims Administrator shall request from DISH Network and the Consumer all information he/she deems necessary to make a full and fair resolution of an Eligible Complaint. The Claims Administrator shall conduct a paper review of the Eligible Complaint and any supporting documentation. No state or federal rules of evidence shall apply to the Claims Administrator's review. The complaint-resolution program shall be designed in a Consumer-friendly non-legal environment to encourage the Consumer's participation in the process. *Ex parte* communication with the Claims Administrator will not be allowed pertaining to any specific Eligible Complaint or as to the criteria used in evaluating each Eligible Complaint.

5.10 The Claims Administrator is responsible for the coordination of the complaint-resolution program with the full and complete cooperation of all parties to this Assurance. The Claims Administrator's resolution of Eligible Complaints shall be binding only on the Attorneys General and DISH Network. The Claims Administrator shall conduct hearings on Eligible

Complaints by telephone when requested by either party or when deemed necessary by the Claims Administrator for his or her resolution of an Eligible Complaint. The Consumers shall be informed in writing of the option for a telephonic hearing.

5.11 The Claims Administrator shall issue a decision regarding an Eligible Complaint within a reasonable period of time following receipt of the Eligible Complaint and all required and/or requested documents, but in no event shall the decision be issued later than thirty (30) days following receipt of the Eligible Complaint or any supporting documentation without good cause, and shall deliver the decision to DISH Network and to the Consumer whose Eligible Complaint is the subject of the decision. In the event a decision issued by the Claims Administrator requires DISH Network to provide a Consumer with a restitution payment and/or other appropriate relief, DISH Network shall, within thirty (30) days of its receipt of such decision, deliver to the Consumer the required restitution payment and/or other appropriate relief.

5.12 On the first and second year anniversary date of the hiring of the Claims Administrator, DISH Network shall provide a report broken down by state to the Attorneys General, in a format and medium to be agreed upon by DISH Network and the Attorneys General, setting forth the following information:

(A) the number of Eligible Complaints received from DISH Network;
(B) a description of the nature of each Eligible Complaint, including a description of the business practices that are the focus of the Eligible Complaint;
(C) the name and address of each Consumer who filed an Eligible Complaint;
(D) a description of the resolution of the Eligible Complaint, including the amount of any restitution payment and a description of any other relief offered;
(E) a statement whether the Eligible Complaint was submitted to the Claims Administrator; and
(F) if the Eligible Complaint was submitted to the Claims Administrator, the decision of the Claims Administrator and response, if any, of any Consumer to the decision, including documentation of a Consumer's acceptance of any relief ordered by the Claims Administrator.

5.13 At the request of DISH Network, the Attorneys General, or the Claims Administrator, the Claims Administrator or his/her designee, shall meet and confer with the Attorneys General and DISH Network for any purpose relating to the administration of the complaint-resolution program provided for under this Assurance, including, but not limited to, monitoring and auditing the complaint-resolution program. Problems that arise concerning the implementation of the complaint-resolution program may be resolved by agreement among the Attorneys General, DISH Network and the Claims Administrator.

6. PAYMENT TO THE ATTORNEYS GENERAL

6.1 Within thirty (30) days of entry of this Assurance, DISH Network shall pay the sum of Five Million Nine Hundred Ninety-One Thousand Dollars ($5,991,000), to the Attorneys General. Such sum is to be divided among the Attorneys General as they may agree and said payment shall be used by the Attorneys General for attorneys' fees and other costs of investigation and litigation and/or for future public protection purposes, or be placed in, or applied to, the consumer protection enforcement fund, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of each of the Attorneys General.[6]

7. GENERAL PROVISIONS

7.1 The acceptance of this Assurance by the Attorneys General shall not be deemed approval by the Attorneys General of any of DISH Network's Advertising or business practices. Further, neither DISH Network nor anyone acting on its behalf shall state or imply or cause to be stated or implied that the Attorneys General, or any other governmental unit, have approved, sanctioned or authorized any practice, act, Advertisement, representation, or conduct of DISH Network.

7.2 This Assurance does not constitute an admission by DISH Network for any purpose of any fact or of a violation of any law, rule or regulation, nor does this Assurance constitute evidence of any liability, fault or wrongdoing. This Assurance is entered into without trial or adjudication of any issue of fact or finding of liability of any kind. Neither this Assurance, nor any negotiations, statements or documents related thereto, shall be offered or received in evidence as an admission of liability or wrongdoing. This Assurance is not intended to confer upon any person any rights or remedies, shall not create any third-party beneficiary rights and may not be enforced by any person, entity or sovereign except the Attorneys General.

7.3 DISH Network shall comply with the terms of this Assurance within ninety (90) days following the execution of this Assurance, or within the time frames otherwise set by this Assurance.

7.4 The Attorneys General shall not institute any civil proceeding or action under their Consumer Protection Acts and Telemarketing Acts[7] against DISH Network or its successors, employees, officers and/or directors for any conduct occurring prior to the entry date

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[6] With regard to the State of Colorado, such funds and any interest thereon shall be held by the Attorney General in trust to be used, first, for reimbursement of the state's costs and attorneys' fees incurred by the Attorney General in this matter and second, for future consumer education, consumer protection, or antitrust enforcement efforts.

[7] In Indiana, Minnesota, Mississippi, South Carolina, Tennessee and Texas, state agencies other than the Attorney General also have enforcement authority for Do Not Call violations and are not releasing those claims in this settlement.

of this Assurance that is based on the conduct addressed in Section Four (4) of the Assurance. This Assurance constitutes a complete settlement and release of all claims on behalf of the Attorneys General against DISH Network with respect to all civil claims, causes of action, damages, restitution, fines, costs, attorneys' fees and penalties pursuant to the Consumer Protection Acts and Telemarketing Acts arising from any acts, issues, policies or practices prior to the entry of this Assurance and which related to or were based upon the specific subject matter raised in Section Four (4) of this Assurance. However, nothing in this Assurance, including this Paragraph 7.4, shall constitute a settlement and/or release of any claims, causes of action, damages, restitution, fines, costs, attorneys' fees and/or penalties arising from any acts, issues, policies or practices which relate in any way to or are based upon DISH Network unilaterally altering, directly or through any Third-Party Retailers, the terms of any Agreement without the express written consent of the Consumer with whom it entered the Agreement, including, but not limited to, any alteration in any terms concerning programming or pricing in any long-term contracts, or which relate to or are based upon the inclusion in DISH Network's Agreement of any provision that permits its unilateral alteration, directly or through any Third-Party Retailers, of the terms of any Agreement concerning the purchase and/or lease of DISH Network Services and/or DISH Network Goods.

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

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

7.7 Subject to Paragraph 7.4, nothing in this Assurance shall limit the right of the Attorneys General to obtain information, documents or testimony from DISH Network pursuant to any state or federal law, regulation or rule.

7.8 Subject to Paragraph 7.4, nothing in this Assurance shall be construed to limit the authority of the Attorneys General to protect the interests or people of their State.

7.9 If any provision of this Assurance shall come into conflict with any newly enacted law or change in an existing law; there is a change in DISH Network's business practices; there are any changes or advancements in technology; or there are any other reasons that may be appropriate under the circumstances, the parties to this Assurance may modify this Assurance with the express written consent of all parties and court approval, if necessary.

7.10 Nothing in this Assurance constitutes an agreement by the Attorneys General concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

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

7.12 Any failure by any party to this Assurance to insist upon the strict performance by any other party of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions of this Assurance, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Assurance.

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

7.14 This Assurance sets forth the entire agreement between the Attorneys General and DISH Network resolving the allegations in paragraphs 1.5 through 1.12.[8]

7.15 Nothing in this Assurance shall be construed to waive any claims of sovereign immunity the Attorneys General or their States may have in any action or proceeding.

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

7.17 If a signatory Attorney General determines that DISH Network has failed to comply with any of the terms of this Assurance, and if in the signatory Attorney General's sole discretion the failure to comply does not threaten the health or safety of the citizens of their State, the signatory Attorney General agrees not to initiate any action or proceeding pursuant to the Assurance against DISH Network based upon a dispute relating to DISH Network's compliance without first notifying DISH Network in writing of such failure to comply. DISH Network shall then have ten (10) business days from receipt of such written notice to provide a written response to the signatory Attorney General. Nothing in this Assurance shall be construed to limit the authority of the Attorneys General to protect the interests of their States or the people of their States. Further, subject to paragraph 7.4, nothing in this Assurance shall be construed to limit or bar the Attorneys General or any other governmental entity from enforcing laws, regulations or rules against DISH Network at any point in time.

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[8]This Assurance of Voluntary Compliance will not have any effect on the Assurance of Voluntary Compliance or Discontinuance titled "In the Matter of: EchoStar Satellite Corporation" entered by thirteen states in 2003.

7.18 Nothing herein shall prevent the Attorneys General from agreeing to provide DISH Network with additional time beyond the ten (10) business day period to respond to the notice.

8. REPRESENTATIONS AND WARRANTIES

8.1 DISH Network represents and warrants that the execution and delivery of this Assurance is its free and voluntary act, and that this Assurance is the result of good faith negotiations.

8.2 DISH Network represents and warrants that signatories to this Assurance have authority to act for and bind DISH Network.

9. COMPLIANCE WITH ALL LAWS

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

10. NONCOMPLIANCE

10.1 DISH Network represents that it has fully read and understood this Assurance and understands the legal consequences involved in signing this Assurance (including that in certain states, a violation of this Assurance is punishable by contempt, and in others, a violation of this Assurance is *prima facie* evidence of a violation of that State's consumer protection statute). DISH Network expressly understands that any violation of this Assurance may result in any signatory Attorney General seeking all available relief to enforce this Assurance, including an injunction, civil penalties, court and investigative costs, attorneys' fees, restitution, and any other mechanism provided by the laws of the state or authorized by a court.

11. MONITORING FOR COMPLIANCE

11.1 Upon request by any signatory Attorney General, DISH Network shall provide books, records and/or documents to the signatory Attorney General relating to compliance with this Assurance. DISH Network shall make any requested information related to compliance with this Assurance available within thirty (30) days of the request, by the signatory Attorney General. This shall in no way limit the signatory Attorney General's right to obtain documents, records, testimony or other information pursuant to any law, regulation, or rule.

11.2 Within thirty (30) days of entry of this Assurance, DISH Network shall submit a copy of this Assurance to each of its officers, directors, and any employee necessary to ensure DISH Network's compliance with the terms of this Assurance.

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

12. PRIVATE RIGHT OF ACTION

12.1 Nothing in this Assurance shall be construed to affect, restrict, limit, waive or alter any private right of action that a Consumer may have against DISH Network.

13. NOTIFICATION TO PARTIES

13.1 Any notices required to be sent to the Attorneys General pursuant to this Assurance shall be sent by United States certified mail, return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

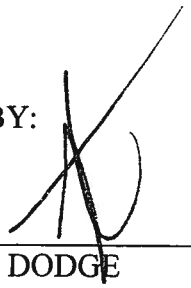
For the State of	For DISH Network: R. Stanton Dodge Executive Vice President and General Counsel 9601 S. Meridian Blvd. Englewood, CO 80112 cc: Helen Mac Murray Mac Murray, Petersen & Shuster LLP 6530 West Campus Oval, Suite 210 New Albany, OH 43054 Telephone: (614) 939-9955

13.2 Any party may designate a different individual to receive the notices required to be sent by sending written notification to the other parties at least thirty (30) days before such change will occur identifying that individual by name and/or title and mailing address.

14. COSTS

14.1 Where necessary DISH Network shall pay all court costs associated with the filing of this Assurance.

APPROVED BY:



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Counsel for DISH Network, L.L.C.

FOR THE STATE OF GEORGIA

Joseph B. Doyle, Administrator
Fair Business Practices Act

Date: June 10, 2009

EXHIBIT A

[Date]

[Consumer Name]
[Street Address]
[City, State, Zip]

re: Dish Network Complaint Resolution Program

Dear [Consumer Name]

Pursuant to a settlement that was reached between Dish Network, L.L.C. ("Dish Network") and the Office of the [Insert State] Attorney General, we are offering you the restitution described below to settle the complaint that you filed against Dish Network concerning your satellite television service. If you wish to accept the restitution offer described below, you do not need to do anything. Dish Network will be providing you the below described restitution within forty-five (45) to seventy-five (75) days from the date of this letter. If you wish to reject the restitution offer described below and request that a neutral third party administrator resolve your complaint against Dish Network, you must complete, sign, and mail the attached Claims Notice to Dish Network at the following address:

DISH NETWORK CLAIMS RESOLUTION
[Street Address]
[City, State, Zip]

Description of Restitution Offer:

_____

_____

If you have any questions, you may contact either the Office of the [Insert State Name] Attorney General at [Insert Contact Number] or you may contact Dish Network by calling [Insert Dish Network Contact Name and Title], at [Insert Contact Number].

Sincerely

[Dish Network Representative]

CLAIMS NOTICE INSTRUCTIONS

If you wish to accept the restitution offer contained in the enclosed letter from Dish Network, you do not need to do anything. Dish Network will provide you with the restitution that is offered in its letter within 45 to 75 days from the date of the letter. If you wish to reject the restitution offer stated in the enclosed letter from Dish Network and to request that a neutral third party administrator resolve your complaint against Dish Network, you must complete, sign, and mail this Claims Notice to the Dish Network at the following address:

DISH NETWORK CLAIMS RESOLUTION
[Street Address]
[City, State, Zip]

The Claims Notice must be postmarked within forty-five (45) days of the date on the enclosed final offer letter from Dish Network. In addition to completing and signing the Claim Form, you should also include copies of any documents that you believe support your claim. If your Claims Notice is not received by the Claim Administrator by the deadline, or is found to be fraudulent, it will be rejected by the Claim Administrator.

If you submit a valid Claims Notice, your claim will be mediated by the Claims Administrator. The Claims Administrator will conduct a review of the claim and supporting documentation and may obtain additional information from Dish Network or request that you submit additional information. If necessary, the Claims Administrator may also conduct a hearing, which may be held by telephone at the request of any party, during which you may explain your claim. At the conclusion of the evaluation, the Claims Administrator will notify you of the resolution of your claim and will offer you any resolution he/she believes appropriate. The decision of the Claims Administrator will be final.

If you have any questions about this Claims Notice, please include them on a separate piece of paper and send them to the address listed above, or simply attach them to the Claims Form.

CLAIMS NOTICE

Print or Type
Please Provide All Requested Information

CONTACT INFORMATION

Name: _____ Phone: _____
Address: _____ Work Phone: _____
City: _____
State: _____ Zip Code: _____
Email: _____

ACCOUNT INFORMATION

I purchased Dish Network equipment on the following date: _____.
Where did you buy Dish Network equipment?
From a Retail Store_____ Store Name _____.
Over the Internet_____ Web Site Name (if known)_____.
By 800 telephone number_____(yes/no)
What type of equipment did you purchase?_____.
I purchased Dish Network service on the following date: _____.
What service plan(s) did you purchase?_____.
Please provide the account-holder name and the address at which Dish Network service is/was provided if different from above:
Name: _____
Address: _____
City: _____
State: _____ Zip Code: _____

Phone:_____
I canceled Dish Network service for this address on the following date (if applicable):_____.

CLAIM

(Explain)_____
_____
_____
_____
_____
_____
Use additional pages if necessary.
I do not believe that the offer by Dish Network is sufficient to compensate me for my claim because:
_____
_____
_____
_____
_____. Use additional pages if necessary.
I request the following relief:
_____
_____
_____
_____.
I have attached documents in support of my claim (Copies only. Original documents will not be returned):
[ ] Yes
[ ] No

CERTIFICATION

By signing and dating this form, I attest that all information provided by me in this Claims Notice (and attachments, if applicable) is true and accurate to the best of my knowledge, information and belief.

_____ _____
Signed Dated