

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

GWINNETT COUNTY, GEORGIA;
CITY OF BROOKHAVEN, GEORGIA,
and UNIFIED GOVERNMENT OF
ATHENS-CLARK COUNTY,
GEORGIA, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

NETFLIX, INC., HULU, LLC, DISNEY
DTC LLC, DIRECTV, LLC, DISH
NETWORK CORP., and DISH
NETWORK L.L.C.,

Defendants.

CIVIL NO.

NOTICE OF REMOVAL

Defendant DIRECTV, LLC (“DIRECTV”), hereby removes the above-captioned action from the Gwinnett County Superior Court to the United States District Court for the Northern District of Georgia under 28 U.S.C. §§ 1332(a), 1332(d), 1367, 1441, 1446, and 1453.

I. JURISDICTION

1. This Court has original subject matter jurisdiction over this action under the Class Action Fairness Act of 2005 (“CAFA”) because: (1) Plaintiffs

purport to assert this action on behalf of more than one hundred putative class members; (2) there is minimal diversity between the parties, such that at least one Plaintiff and one Defendant are citizens of different states; and (3) the aggregate amount in controversy exceeds \$5,000,000. *See* 28 U.S.C. § 1332(d). This Court also has original subject matter jurisdiction over this action under 28 U.S.C. § 1332(a) because: (1) there is complete diversity among the parties, and (2) the claims against each defendant exceed the \$75,000 amount in controversy requirement, exclusive of interest and costs. Removal is proper under 28 U.S.C. §§ 1441, 1446, and 1453.

II. BACKGROUND AND SUMMARY OF THE COMPLAINT

2. On or about November 23, 2020, Plaintiffs commenced this action (the “Action”) by filing a petition for declaratory judgment and other relief captioned GWINNETT COUNTY, GEORGIA, CITY OF BROOKHAVEN, GEORGIA, and UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, on behalf of themselves and all others similarly situated (each a “Plaintiff,” and collectively, “Plaintiffs”), v. NETFLIX INC., HULU, LLC, DISNEY DTC LLC, DIRECTV, LLC, DISH NETWORK CORP., and DISH NETWORK L.L.C. (each a “Defendant,” and collectively, “Defendants”), Case

No. 20-A-07909-10, in Gwinnett County Superior Court. *See* Compl., Ex. A (the “State Court Class Action”).

3. In the State Court Class Action, Plaintiffs allege that under the Georgia Consumer Choice for Television Act (the “Act”), Defendants have been, and are now, video service providers and therefore are subject to the Act but have failed to comply with the Act’s requirements. *See* Compl., Ex. A, at 1-3, ¶¶ 1-6. Specifically, Plaintiffs assert that Defendants have failed to apply for a franchise or pay franchise fees as required by the Act. *See* Compl., Ex. A, at 3, ¶ 6.

Based on these allegations, Plaintiffs assert the following causes of action:

- (1) Declaratory Judgment, Injunctive Relief, and an Accounting;
- (2) Unjust Enrichment; and
- (3) Unpaid Fees, Interest, and Penalties. *See* Compl., Ex. A, at 24, ¶¶ A-F, *id.* at 26, ¶¶ A-E, *id.* at 27, ¶¶ A-C.

4. Plaintiffs purport to assert these claims under O.C.G.A. § 9-11-23 “on behalf of themselves and all other Georgia affected local governing authorities that collect franchise fees, and in which Defendants have provided or continue to provide video services,” defining “local governing authorities” with reference to Georgia law as “any municipal governing authority when any part of such municipality is located within the service area and any county governing

authority when any part of the unincorporated area of such county is located within the service area.” Compl., Ex. A, at 2, 7, ¶¶ 3, 7, 20. Plaintiffs’ proposed class includes over 100 Georgia local governments. *See infra* ¶ 14.

5. Plaintiffs seek the above-mentioned monetary damages, injunctive relief, and declaratory relief on behalf of themselves and other proposed class members. *See* Compl., Ex. A, at 7, ¶ 20. Plaintiffs seek a judgment against Defendants for “the franchise fees, interest, and penalty due each class member from Defendants[.]” Compl., Ex. A, at 27, ¶ A.

6. Plaintiffs also request an injunction preventing Defendants from providing services for a fee unless Defendants pay such franchise fees. *See* Compl., Ex. A, at 25, ¶ D.

7. On December 2, 2020, Plaintiffs served a copy of the Summons and Petition for Declaratory Judgment and Other Relief with Exhibits A-S on DIRECTV. *See* State Court Record, Ex. A at p. 212, Affidavit of Service on DIRECTV, LLC.

8. DIRECTV has not yet responded to the Complaint in the State Court Class Action. On December 17, 2020, Plaintiffs and DIRECTV entered into a stipulation extending the time for DIRECTV to move, plead, or otherwise respond to the Complaint through and including February 3, 2021. *See* State

Court Record, Ex. A at pp. 233-35, Stipulation Extending Time to Respond to Complaint.

III. NO ADMISSION

9. For the sole and limited purpose of establishing the basis of this Court's jurisdiction over this action, DIRECTV assumes as true Plaintiffs' allegations in the Complaint, but DIRECTV denies any liability in this case, both as to Plaintiffs' individual claims and as to the proposed class members' claims. In alleging the amount in controversy and other matters in this removal pleading, DIRECTV does not concede any liability, damages, or any other claims or defenses. DIRECTV is only stating what the stakes of litigation could be under Plaintiffs' allegations. "[T]he plaintiffs' likelihood of success on the merits is largely irrelevant to the court's jurisdiction because the pertinent question is what is *in controversy* in the case, not how much the plaintiffs are ultimately likely to recover." *Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 751 (11th Cir. 2010) (quoting *Amoche v. Guarantee Trust Life Ins. Co.*, 556 F.3d 41, 51 (1st Cir. 2009)).

IV. THIS COURT IS THE PROPER VENUE

10. Venue is proper in this Court under 28 U.S.C. § 1441(a) because the removed State Court Class Action was filed in the Gwinnett County Superior Court, a court within the Northern District of Georgia.

V. THIS COURT HAS JURISDICTION UNDER CAFA

11. CAFA vests federal district courts with original jurisdiction over a putative “class action” that meets certain jurisdictional requirements. CAFA defines the term “class action” as “any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B). The State Court Class Action qualifies as a putative “class action” because Plaintiffs bring this action under O.C.G.A. § 9-11-23 (*see* Compl., Ex. A, at 7, ¶ 20), which sets forth Georgia’s class action procedure and is analogous to Federal Rule of Civil Procedure Rule 23. *Bowden v. Med. Ctr., Inc.*, 309 Ga. 188, 193 n.5, 845 S.E.2d 555, 560 n.5 (2020) (“We note that [m]any provisions of [O.C.G.A.] § 9-11-23 were borrowed from Federal Rule of Civil Procedure 23, and for this reason, when Georgia courts interpret and apply [O.C.G.A.] § 9-11-23, they commonly look to decisions of the federal

courts interpreting and applying Rule 23.” (first alteration in original) (citations omitted) (internal quotation marks omitted)).

12. Removal of a putative class action under CAFA is proper if: 1) there are at least 100 members in the proposed class; 2) there is minimal diversity between the parties, such that at least one class member is a citizen of a state different from the state of any defendant; and 3) the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs. *See* 28 U.S.C. § 1332(d)(2). Because all three requirements are satisfied in this case, removal under CAFA is appropriate.

A. Plaintiffs assert the State Court Class Action on behalf of more than 100 proposed class members.

13. Plaintiffs purport to represent a class of all Georgia “local governing authorities” that collect franchise fees pursuant to the Act, and which have residents that subscribe to DIRECTV or other Defendants’ services. *See* Compl., Ex. A, at 3, 7, ¶¶ 7, 20.

14. Plaintiffs acknowledge in the Complaint that “[t]he proposed class includes over 40 Georgia local governments.” *See id.* at 7, ¶ 21. In fact, the total number of Georgia “local governing authorities” that collect franchise fees is well

over 100 according to the Georgia Secretary of State's website.¹ See O.C.G.A. § 36-76-6(a)(2). Defendants provide services in over 100 of these jurisdictions.

15. Thus, there are more than 100 proposed class members.

B. There is minimal diversity among Plaintiffs and Defendants.

16. CAFA requires only that "any member of a class of plaintiffs is a citizen of a State different from any defendant." 28 U.S.C. § 1332(d)(2)(A). For CAFA purposes, limited liability companies are "unincorporated associations" under 28 U.S.C. § 1332(d)(10), and their citizenship is determined as if they are corporations. *Vodenichar v. Halcon Energy Properties, Inc.*, 733 F.3d 497, 504 n.2 (3d Cir. 2013) ("Under CAFA, suits brought by unincorporated associations [are] treated like suits by corporations in that the citizenship of the association for diversity purposes is determined by the entities' principal place of business and not by the citizenship of its members." (alteration in original) (citations omitted) (internal quotation marks omitted)).

17. Plaintiffs are citizens of Georgia. Plaintiffs allege that they are "local governing authorities" and are "political subdivision[s] of the state of Georgia." See Compl., Ex. A, at 4, ¶¶ 8-10. "A public entity or political subdivision of a state, unless simply an 'arm or alter ego of the State,' . . . is a citizen of the state

¹ <https://sos.ga.gov/Corporations/acrobat/VideoFranchise/VIDEOFRANRESOL.pdf>

for diversity purposes.” *Univ. of S. Ala. v. Am. Tobacco Co.*, 168 F.3d 405, 412 (11th Cir. 1999) (quoting *Moor v. Alameda Cty.*, 411 U.S. 693, 717-18 (1973)). Under Georgia law, cities and counties are not merely arms or alter egos of the State. O.C.G.A. § 36-1-3 (“Every county is a body corporate, with power to sue or be sued in any court.”); O.C.G.A. § 36-30-1 (providing that “city,” “town,” “municipality,” and “village” are synonymous and are all municipal corporations). For purposes of determining CAFA jurisdiction, Plaintiffs are all citizens of the State of Georgia.

18. At the time of the filing of the Complaint and at all times since, DIRECTV, LLC, was and is a limited liability company formed under the laws of the State of California with its principal place of business in California. DIRECTV, LLC, is therefore a citizen of California for CAFA purposes. 28 U.S.C. § 1332(d)(10); *Vodenichar*, 733 F.3d at 504 n.2. DIRECTV, LLC, is not a citizen of Georgia.

19. At the time of the filing of the Complaint and at all times since, Netflix was and is a corporation formed under the laws of the State of Delaware with its principal place of business located in California. Netflix is therefore a citizen of Delaware and California for purposes of determining CAFA jurisdiction. 28 U.S.C. § 1332(c)(1) (providing that for purposes of section 1332, “a

corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business”). Netflix is not a citizen of Georgia.

20. Hulu, LLC, is a limited liability company formed under the laws of the State of Delaware with its principal place of business in California. Hulu, LLC, is therefore a citizen of Delaware and California for CAFA purposes. 28 U.S.C. § 1332(d)(10); *Vodenichar*, 733 F.3d at 504 n.2. Hulu, LLC, is not a citizen of Georgia.

21. At the time of the filing of the Complaint and at all times since, Disney DTC LLC was and is a limited liability company formed under the laws of the State of Delaware with its principal place of business in California. Disney DTC LLC is therefore a citizen of Delaware and California for CAFA purposes. 28 U.S.C. § 1332(d)(10); *Vodenichar*, 733 F.3d at 504 n.2. Disney DTC LLC is not a citizen of Georgia.

22. At the time of the filing of the Complaint and at all times since, DISH Network Corporation was and is a corporation formed under the laws of the State of Nevada with its principal place of business located in Colorado. DISH Network Corporation is therefore a citizen of Nevada and Colorado for

purposes of determining CAFA jurisdiction. 28 U.S.C. § 1332(c)(1). DISH Network Corporation is not a citizen of Georgia.

23. At the time of the filing of the Complaint and at all times since, DISH Network L.L.C. was and is a limited liability company formed under the laws of the State of Colorado with its principal place of business in Colorado. DISH Network L.L.C. is therefore a citizen of Colorado for CAFA purposes. 28 U.S.C. § 1332(d)(10); *Vodenichar*, 733 F.3d at 504 n.2. DISH Network L.L.C. is not a citizen of Georgia.

24. Because there is complete diversity among Plaintiffs and Defendants under the modified CAFA citizenship analysis, CAFA's minimal diversity requirement is satisfied. *See* U.S.C. § 1332(d)(2).

25. Neither the "local controversy" nor the "home-state controversy" exception applies here. *See* 28 U.S.C. §§ 1332(d)(4)(A), 1332(d)(4)(B).

26. The local controversy exception only applies if, at a minimum, the case involves at least one in-state defendant from whom significant relief is sought. 28 U.S.C. § 1332(d)(4)(A)(i)(II). None of the defendants is a citizen of Georgia, so the local controversy does not apply.

27. For the home state exception to apply, all primary defendants must be citizens of the state in which the case is filed. 28 U.S.C. § 1332(d)(4)(B). Again,

none of the defendants is a citizen of Georgia, so the home state exception does not apply either.

C. The amount in controversy exceeds \$5,000,000.

28. An action is removable under CAFA when “the amount in controversy exceeds the sum or value of \$5,000,000” 28 U.S.C. § 1332(d)(2). To determine whether the amount in controversy exceeds the sum or value of \$5,000,000, “the claims of the individual class members shall be aggregated” *Id.* § 1332(d)(6).

29. Under CAFA, the amount in controversy requirement is satisfied as long as the claims of all plaintiffs against all defendants exceed \$5 million. *See Pretka*, 608 F.3d at 772.

30. Assuming the truth of the allegations in the Complaint, there is more than \$5,000,000 in controversy, as required for removal under 28 U.S.C. § 1332(d)(2).

31. Based on Defendant Netflix’s review of its corporate records, Netflix has earned over \$103 million in gross revenues (as defined by the Act) from subscribers within the jurisdiction of Plaintiff Gwinnett County from 2015-2020. According to the Georgia Secretary of State’s website, Plaintiff Gwinnett County

charged a 5% franchise fee during this period.² O.C.G.A. § 36-76-6(a)(2) (“Each affected local governing authority or its authorized designee shall provide written notice to the Secretary of State and each applicant for or holder of a state franchise with a service area located within that affected local governing authority’s jurisdiction of the franchise fee rate that applies to the applicant for or holder of such state franchise.”). Thus, Plaintiff Gwinnett County seeks \$5,150,000 ($\$103,000,000 \times 5\% = \$5,150,000$) in back franchise fees from Defendant Netflix alone. The aggregate claims of all Plaintiffs against all Defendants therefore exceed \$5 million.

32. Removal of this action is proper under 28 U.S.C. § 1441, 1446, and 1453 because the requirements for CAFA jurisdiction under § 1332(d) are satisfied by the claims against Netflix alone.

V. THIS COURT HAS DIVERSITY JURISDICTION UNDER 28 U.S.C. § 1332(A)

A. There is complete diversity among the parties.

33. Plaintiffs are citizens of the State of Georgia. *See supra* ¶ 17.

34. DIRECTV, LLC’s sole member is DIRECTV Holdings LLC, a Delaware limited liability company with its principal place of business in

² <https://sos.ga.gov/Corporations/acrobat/VideoFranchise/VIDEOFRANRESOL.pdf>

California. DIRECTV Holdings LLC's sole member is The DIRECTV Group, Inc., a Delaware corporation with its principal place of business in California.

DIRECTV, LLC, is therefore a citizen of Delaware and California for purposes of determining diversity jurisdiction. *Rolling Green MHP, LP v. Comcast SCH Holdings, LLC*, 374 F.3d 1020, 1022 (11th Cir. 2004) (holding that for diversity jurisdiction, a limited liability company is a citizen of any state in which a member of the company is a citizen); 28 U.S.C. § 1332(c)(1). DIRECTV, LLC, is not a citizen of Georgia.

35. Hulu, LLC, has three members. One member is Fox-Hulu Holdings, Inc., a corporation organized under the laws of Delaware that is a citizen of Delaware and California. Its second member is ABC Enterprises Acquisition, LLC, a limited liability company organized under the laws of Delaware whose sole member is a citizen of Delaware and California. Its final member is NBCU New Site Holdings, LLC, a limited liability company organized under the laws of Delaware whose members are citizens of Delaware and Pennsylvania. Hulu, LLC, is therefore a citizen of Delaware, California, and Pennsylvania for purposes of determining diversity jurisdiction. *Rolling Green MHP*, 374 F.3d at 1022; 28 U.S.C. § 1332(c)(1). Hulu, LLC, is not a citizen of Georgia.

36. Disney DTC LLC's sole member is Disney Streaming Services LLC, a Delaware limited liability company with its principal place of business in California. Disney Streaming Services LLC's sole member is Disney Enterprises, Inc., a Delaware corporation with a principal place of business in California. Disney DTC LLC is therefore a citizen of Delaware and California for purposes of determining diversity jurisdiction. *Rolling Green MHP*, 374 F.3d at 1022; 28 U.S.C. § 1332(c)(1). Disney DTC LLC is not a citizen of Georgia.

37. DISH Network L.L.C.'s sole member is DISH DBS Corporation, which is incorporated under the laws of the State of Colorado and has its principal place of business in Colorado. DISH Network L.L.C. is therefore a citizen of Colorado for purposes of determining diversity jurisdiction. *Rolling Green MHP*, 374 F.3d at 1022; 28 U.S.C. § 1332(c)(1). DISH Network L.L.C. is not a citizen of Georgia.

38. For general diversity jurisdiction purposes, the citizenship of Netflix and DISH Network Corporation is evaluated the same way as their citizenship for CAFA jurisdiction. *See supra*, at ¶¶ 19, 22. Neither Netflix nor DISH Network Corporation is a citizen of Georgia.

39. Because every Plaintiff is a citizen of Georgia and no Defendant is a citizen of Georgia, complete diversity is satisfied. 28 U.S.C. § 1332(a).

B. The amount in controversy between each Defendant and at least one Plaintiff exceeds \$75,000, and supplemental jurisdiction exists for the claims of any other Plaintiffs.

40. As there is complete diversity among the parties, this Court has original jurisdiction as long as the amount in controversy exceeds \$75,000, exclusive of interest and costs. 28 U.S.C. § 1332(a).

41. Where, as here, the Complaint does not specify a particular amount in controversy, the Eleventh Circuit had held “the removing defendant must prove by a preponderance of the evidence that the amount in controversy exceeds the jurisdictional requirement.” *Pretka*, 608 F.3d at 752. Where a defendant removes a civil action to federal court and its notice of removal includes a good faith, plausible allegation that the amount in controversy exceeds the jurisdictional threshold, the “allegation should be accepted when not contested by the plaintiff or questioned by the court.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 87-88 (2014); *see also Pretka*, 608 F.3d at 754 (“If the jurisdictional amount is not facially apparent from the complaint, the court should look to the notice of removal and *may* require evidence relevant to the amount in controversy at the time the case was removed.” (emphasis added) (citation omitted)).

42. Each defendant satisfies the \$75,000 amount in controversy requirement as to at least one named Plaintiff.

43. Plaintiffs seek, among other things, “franchise fees . . . due each class member from Defendants” from “July 1, 2007 and for the duration of this litigation.” Compl., Ex. A, at 27, ¶¶ 91, A.

44. Plaintiff Gwinnett County is seeking at least \$5 million in back franchise fees from Netflix, which exceeds the \$75,000 amount in controversy requirement. *See supra* ¶ 31.

45. Based on DIRECTV’s review of its corporate records, DIRECTV has earned over \$20 million in gross revenues (as defined by the Act) from subscribers within the jurisdiction of Plaintiff Gwinnett County in 2019. Plaintiff Gwinnett County is thus seeking at least \$1 million in back franchise fees from DIRECTV. This amount exceeds the \$75,000 amount in controversy requirement.³

46. Based on DISH’s review of its corporate records, DISH has earned over \$30 million in gross revenues (as defined by the Act) from subscribers

³ Although DIRECTV does not break down its total revenue between streaming and satellite services, DIRECTV has estimated revenue attributable to streaming versus satellite services in 2019. Even if streaming services constituted only 10% of DIRECTV’s total revenue in Gwinnett County in 2019 (an extremely conservative assumption), however, that would put far more than \$75,000 of disputed franchise fees at issue.

within the jurisdiction of Plaintiff Gwinnett County from 2007-2020. Plaintiff Gwinnett County is thus seeking at least \$1.5 million in back franchise fees from DISH. This amount exceeds the \$75,000 amount in controversy requirement.

47. Based on Hulu's review of its corporate records, Hulu has earned over \$20 million in gross revenues (as defined by the Act) from subscribers within the jurisdiction of Plaintiff Gwinnett County from 2015-2020. Plaintiff Gwinnett County is thus seeking at least \$1 million in back franchise fees from Hulu. This amount exceeds the \$75,000 amount in controversy requirement.

48. Based on Disney's review of its corporate records, Disney has earned over \$2 million in gross revenues (as defined by the Act) from subscribers within the jurisdiction of Plaintiff Gwinnett County from 2015-2020. Plaintiff Gwinnett County is thus seeking at least \$100,000 in back franchise fees from Disney. This amount exceeds the \$75,000 amount in controversy requirement.

49. "When there are multiple plaintiffs in an action, as there are here, federal subject matter jurisdiction exists over all the plaintiffs' claims arising from the same case or controversy if just one plaintiff meets the jurisdictional amount." *Hickerson v. Enter. Leasing Co. of Georgia, LLC*, 818 F. App'x 880, 883 (11th Cir. 2020) (citing *Exxon Mobil v. Allapattah Servs., Inc.*, 545 U.S. 546, 549 (2005)); 28 U.S.C. § 1367.

50. Claims are part of the same case or controversy when they “arise out of a common nucleus of operative facts,” meaning they “arise from the same facts, [and] involve similar occurrences, witnesses or evidence.” *PTA-FLA, Inc. v. ZTE USA, Inc.*, 844 F.3d 1299, 1310 (11th Cir. 2016) (citations omitted).

51. Here, each Plaintiff alleges that Defendants “transmit video programming . . . through wireline facilities located at least in part in Georgia’s public rights-of-way,” constituting “video service” under the Act. Compl., Ex. A, at 3, ¶ 5; O.C.G.A. § 36-76-2(16) (defining “video service”). Each Plaintiff also alleges that “[d]espite the requirements of the Television Act, Defendants have not applied for a franchise or paid franchise fees.” Compl., Ex. A, at 3, ¶ 6; O.C.G.A. §§ 36-76-4 (application requirement), 36-76-6 (franchise fee payment requirement). There is thus a “common nucleus of operative fact” between the claims of remaining Plaintiffs on these issues, and the court can exercise supplemental jurisdiction over them.

52. Removal of this action is proper under 28 U.S.C. § 1441 because the requirements for general diversity jurisdiction under § 1332(a) are satisfied for each Defendant and supplemental jurisdiction may be exercised over the claims of all other Plaintiffs.

VII. DIRECTV HAS COMPLIED WITH ALL THE PREREQUISITES FOR REMOVAL

53. This Notice of Removal is timely because it was filed within 30 days of service. 28 U.S.C. § 1446(b). DIRECTV was served with the Summons and Complaint on December 2, 2020. *See* Ex. A.

54. As required by 28 U.S.C. § 1446(b)(2)(A), DIRECTV has conferred with each other Defendant, and each other Defendant has consented to the removal of this action. The other Defendants' written consents are attached as Exhibit B.

55. Under 28 U.S.C. § 1446(a), attached hereto and marked as Exhibit A is a true and correct copy of all process, pleadings, orders, and other documents on file in the state court, and a copy of the state court docket sheet. *See* State Court Record, Ex. A. DIRECTV has not filed an answer or other response to the Complaint in the Gwinnett Superior Court before removal and is not aware of any currently pending motions in that court.

56. Under 28 U.S.C. § 1446(d), promptly upon filing of this Notice of Removal, copies hereof will be sent to Plaintiffs' counsel and filed with the Clerk of the Court in the state court action. DIRECTV will also file a Notice of Filing

this Notice of Removal with the Clerk of the Court in the state court action and proof of service on all adverse parties.

57. DIRECTV reserves the right to amend or supplement this Notice of Removal and reserves all rights and defenses, including those available under Federal Rule of Civil Procedure Rule 12.

WHEREFORE, DIRECTV removes the State Court Class Action from the Gwinnett County Superior Court to the United States District Court for the Northern District of Georgia.

Respectfully submitted, this 4th day of January, 2021

KILPATRICK TOWNSEND
& STOCKTON LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309
(404) 815-6500
(404) 815-6555 (facsimile)
hwalker@kilpatricktownsend.com
jjett@kilpatricktownsend.com
aconger@kilpatricktownsend.com

/s/John P. Jett
Henry Walker
Georgia Bar No. 732254
John P. Jett
Georgia Bar No. 827033
Ava J. Conger
Georgia Bar No. 676247

Counsel for Defendant DIRECTV, LLC

CERTIFICATE OF SERVICE

I hereby certify that on January 4, 2021, I served a true and correct copy of the foregoing on counsel for Plaintiffs Gwinnett County, Georgia, City of Brookhaven, Georgia, and Unified Government of Athens-Clark County, Georgia, by U.S. Mail delivery, postage prepaid, and electronic mail delivery, to the following address:

Timothy Rigsbee
Robert L. Ashe III
Jennifer L. Peterson
BONDURANT MIXSON & ELMORE, LLP
1201 West Peachtree Street, NW
Suite 3900
Atlanta, GA 30309
rigsbee@bmelaw.com
ashe@bmelaw.com
peterson@bmelaw.com

Steven M. Berezney
Garrett R. Broshuis
KOREIN TILLERY, LLC
505 N. 7th Street, Suite 3600
St. Louis, MO 63101
sberezney@koreintillery.com
gbroshuis@koreintillery.com

Stephen T. LaBriola
Fellows LaBriola LLP
225 Peachtree Street, NE
Suite 2300 South Tower
Atlanta, Georgia 30303
slabriola@fellab.com

Victor Jih
WILSON SONSINI GOODRICH &
ROSATI
Professional Corporation
633 West Fifth Street, Suite 1550
Los Angeles, CA 90071-1650
vjih@wsgr.com

William J. Holley, II
Scott E. Zweigel
John H. Elliott
303 Peachtree Street, NE, Suite 3600
Atlanta, Georgia 30308
wjh@phrd.com
sez@phrd.com

Pantelis Michalopoulos
Jared R. Butcher
STEPTOE & JOHNSON LLP
1330 Connecticut Avenue, NW
Washington, DC 20036
pmichalopoulos@steptoe.com
jbutcher@steptoe.com

jell@phrd.com

Michael S. French
Tiffany N. Watkins
WARGO & FRENCH, LLP
999 Peachtree Street, N.E., 26th Floor
Atlanta, GA 30309
mfrench@wargofrench.com
twatkins@wargofrench.com

Jean A. Pawlow
LATHAM & WATKINS LLP
555 Eleventh Street, N.W., Suite 1000
Washington, D.C. 20004
jean.pawlow@lw.com

Mary Rose Alexander
Robert C. Collins III
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
mary.rose.alexander@lw.com
robert.collins@lw.com

Date: January 4, 2021

KILPATRICK TOWNSEND
& STOCKTON LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Phone: (404) 815-6020
Fax: (404) 541-3174
jjett@kilpatricktownsend.com

/s/John P. Jett

John P. Jett
Georgia Bar No. 827033

Counsel for Defendant DIRECTV, LLC

EXHIBIT A

General Civil and Domestic Relations Case Filing Information Form

Robert L. Ashe III
CLERK OF SUPERIOR COURT

Superior or State Court of Gwinnett County

For Clerk Use Only
Date Filed _____ Case Number _____
MM-DD-YYYY

Plaintiff(s)
GWINNETT COUNTY, GEORGIA

Last First Middle I. Suffix Prefix
CITY OF BROOKHAVEN, GEORGIA

Last First Middle I. Suffix Prefix
UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

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Defendant(s)
NETFLIX, INC. HULU, LLC

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DISNEY DTC LLC DIRECTV, LLC

Last First Middle I. Suffix Prefix
DISH NETWORK CORP.

Last First Middle I. Suffix Prefix
DISH NETWORK L.L.C.

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Plaintiff's Attorney Robert L. Ashe III Bar Number 208077 Self-Represented

Check One Case Type in One Box

General Civil Cases

- Automobile Tort
- Civil Appeal
- Contract
- Garnishment
- General Tort
- Habeas Corpus
- Injunction/Mandamus/Other Writ
- Landlord/Tenant
- Medical Malpractice Tort
- Product Liability Tort
- Real Property
- Restraining Petition
- Other General Civil

Domestic Relations Cases

- Adoption
- Dissolution/Divorce/Separate Maintenance
- Family Violence Petition
- Paternity/Legitimation
- Support – IV-D
- Support – Private (non-IV-D)
- Other Domestic Relations

Post-Judgment – Check One Case Type

- Contempt
- Non-payment of child support, medical support, or alimony
- Modification
- Other/Administrative

Check if the action is related to another action(s) pending or previously pending in this court involving some or all of the same parties, subject matter, or factual issues. If so, provide a case number for each.

_____ Case Number _____ Case Number

I hereby certify that the documents in this filing, including attachments and exhibits, satisfy the requirements for redaction of personal or confidential information in O.C.G.A. § 9-11-7.1.

Is an interpreter needed in this case? If so, provide the language(s) required. _____
Language(s) Required

Do you or your client need any disability accommodations? If so, please describe the accommodation request.

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

Robert J. Alumbaugh
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
CITY OF BROOKHAVEN, GEORGIA;
and UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA; on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV, LLC;
DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

20-A-07909-10

NO. _____

Jury Trial Demanded

**PETITION FOR DECLARATORY JUDGMENT
AND OTHER RELIEF**

COME NOW Plaintiffs, Gwinnett County, Georgia; the City of Brookhaven, Georgia;
and the Unified Government of Athens-Clarke County, Georgia (collectively "Plaintiffs"); each
on behalf of themselves and all others similarly situated, and for their Petition for Declaratory
Judgment and Other Relief, state as follows:

INTRODUCTION

1.

Since July 1, 2007, the Georgia Consumer Choice for Television Act (the "Television
Act"), O.C.G.A. § 36-76-1 *et seq.*, has required anyone offering "video service" in Georgia to
apply for a franchise and pay franchise fees to cities and counties. Since that date, several
providers of "video service," such as cable companies, have remitted fees to Georgia cities and

counties as required by the Television Act and local ordinances. Defendants DIRECTV, LLC (“DIRECTV”); DISH Network Corp. and Dish Network L.L.C. (together “DISH”); Disney DTC LLC (“Disney”); Netflix, Inc. (“Netflix”); and Hulu, LLC (“Hulu”) (collectively “Defendants”) provide “video service” to subscribers in Georgia but have not been paying these franchise fees, which deprives Georgia cities and counties of much-needed revenue. Plaintiffs seek to require Defendants to acquire the necessary franchises, pay the required franchise fees in the future, and compensate Plaintiffs and all other Georgia cities and counties for unpaid franchise fees for past service.

2.

The Television Act defines “video service” as “the provision of video programming through wireline facilities located at least in part in the public rights of way without regard to delivery technology, including Internet protocol technology. This term shall not include any video programming provided by a provider of commercial mobile service as defined in 47 U.S.C. Section 332(d) or video programming provided as part of and via a service that enables users to access content, information, e-mail, or other services offered over the public Internet.” O.C.G.A. § 36-76-2(16).

3.

The Television Act requires an entity or person who offers video service in Georgia to pay a quarterly “franchise fee” to “each affected local governing authority” within which the entity or person provides video service. O.C.G.A. § 36-76-6. An “[a]ffected local governing authority” is defined as “any municipal governing authority when any part of such municipality is located within the service area and any county governing authority when any part of the unincorporated area of such county is located within the service area.” O.C.G.A. § 36-76-2(2).

4.

The Television Act is designed to be self-executing, with entities and persons obtaining franchises before offering video service and then paying franchise fees to affected local governing authorities with little or no government involvement. For many years, entities offering video service to subscribers in Georgia, such as traditional cable companies, have abided by the Act's requirements and remitted the requisite fees to affected local governing authorities.

5.

In recent years, however, increasing numbers of Georgians have obtained some or all of their video service from Defendants. Defendants transmit video programming to Georgia subscribers using internet protocol and other technologies. When doing so, Defendants transmit their programming through wireline facilities located at least in part in Georgia's public rights-of-way. Defendants do not fall within the exception language to the definition of "video service" because they are not commercial mobile service providers or internet service providers ("ISPs") and because Defendants' services bypass the public Internet. Therefore, Defendants are required by the Television Act to pay the Plaintiffs—and all other Georgia cities and counties in which Defendants transmit video programming through facilities located at least in part in a public right-of-way—franchise fees.

6.

Despite the requirements of the Television Act, Defendants have not applied for a franchise or paid franchise fees to Georgia's cities and counties in which they provide service.

7.

Plaintiffs, on behalf of themselves and all other Georgia affected local governing authorities in which Defendants transmit video programming through facilities located at least in

part in the Georgia public rights-of-way, seek to require Defendants to abide by the Television Act and to pay the required franchise fees.

PARTIES, JURISDICTION, AND VENUE

8.

Gwinnett County, Georgia (“Gwinnett”) is a lawfully existing Georgia affected local governing authority within the meaning of the Television Act, and it has been at all times since the Act was passed. Gwinnett is a political subdivision of the state of Georgia whose situs is located in Lawrenceville, Gwinnett County, Georgia.

9.

The City of Brookhaven, Georgia (“Brookhaven”) is a lawfully existing Georgia affected local governing authority within the meaning of the Television Act, and it has been at all times since incorporation in 2012. Brookhaven is a political subdivision of the state of Georgia whose situs is located in DeKalb County, Georgia.

10.

The Unified Government of Athens-Clarke County, Georgia (“ACC”) is a lawfully existing Georgia affected local governing authority within the meaning of the Television Act, and it has been at all times since the Act was passed. ACC is a political subdivision of the state of Georgia whose situs is located in Athens-Clarke County, Georgia.

11.

Plaintiffs are authorized to, intend to, and do receive franchise fees from traditional cable companies and other persons offering video service pursuant to the Television Act.

12.

Defendant DIRECTV, LLC is a California limited liability company. It is a subsidiary of AT&T, Inc. DIRECTV does business in Georgia, including in Gwinnett, and has done so at all times since July 1, 2007. DIRECTV's registered agent in Georgia is CT Corporation System, located in Gwinnett County at 289 S. Culver St., Lawrenceville, Georgia 30046.

13.

Defendant DISH Network L.L.C. is a Colorado limited liability company with a registered agent in Norcross, Georgia (Gwinnett County). Defendant DISH Network Corp., a Nevada corporation, is the parent company of DISH Network L.L.C. DISH does business in Georgia, including in Gwinnett, and has done so at all times since July 1, 2007. DISH Network L.L.C.'s registered agent in Georgia is Corporation Service Company, located in Gwinnett County at 40 Technology Parkway South, Suite 300 Norcross, Georgia, 30092.

14.

Defendant Disney is a Delaware corporation, with its headquarters in California. The company's primary businesses are its video service, which offers online streaming of live video programming and a library of films and television programs (e.g., Disney+), as well as the distribution and production of original films and television series. Despite not registering to do business in Georgia, Disney does business in Georgia, including in Gwinnett, and has done so at all times since at least November 2019. Disney may be sued in Gwinnett County under O.C.G.A. § 9-10-93.

15.

Defendant Netflix, Inc. is a Delaware corporation, with its headquarters in California, and with a registered agent in Lawrenceville, Georgia (Gwinnett County). Netflix's company's

primary businesses are its video service, which offers online streaming of a library of films and television programs, as well as the distribution and production of original films and television series. Netflix does business in Georgia, including in Gwinnett, and has done so at all times since July 1, 2007. Netflix's registered agent in Georgia is CT Corporation System, 289 S. Culver Street, Lawrenceville, Georgia, 30046.

16.

Defendant Hulu, LLC ("Hulu") is a Delaware limited liability company, with headquarters in California. Hulu's primary businesses are its video service, which offers online streaming of live video programming and a library of films and television programs, as well as the distribution and production of original films and television series. Hulu was previously registered to do business in Georgia, and had a registered agent in Lawrenceville, Georgia (Gwinnett County), but its registration was withdrawn in 2018. Despite not registering to do business in Georgia, Hulu indeed still does business in Georgia, including in Gwinnett, and has done so at all times since July 1, 2007. Hulu's registered agent in Georgia is listed as CT Corporation System, 289 S. Culver Street, Lawrenceville, Georgia, 30046.

17.

This Court possesses subject-matter jurisdiction over this dispute because this is a civil lawsuit seeking declaratory, equitable, and other relief, and because no other court of this state has exclusive jurisdiction. Ga. Const. art. VI, § IV, ¶ I; O.C.G.A. §§ 9-4-2, 15-6-8, 23-1-1. This Court has jurisdiction to enforce Defendants' obligations to pay franchise fees under the Television Act.

18.

This Court possesses personal jurisdiction over the non-registered foreign Defendants pursuant to Georgia's long-arm statute, O.C.G.A. § 9-10-91 *et seq.*, because the cause of action arises from or is connected with Defendants' transaction of business within Georgia, and the exercise of jurisdiction by this Court does not offend traditional notions of fairness and substantial justice.

19.

Venue is proper under Ga. Const. art. VI, § II, ¶¶ III & VI and O.C.G.A. §§ 9-10-30, 9-10-93, 14-2-510, and 14-11-1108 because Defendants can be found in this County, do business in this County, have a registered agent in this County, or last had a registered agent in this County, and a substantial part of the business at issue was transacted in this County.

CLASS ACTION ALLEGATIONS

20.

This action is brought by Plaintiffs pursuant to O.C.G.A. § 9-11-23 on behalf of themselves and all other Georgia affected local governing authorities that collect franchise fees, and in which Defendants have provided or continue to provide video service.

21.

The proposed class includes over 40 Georgia local governments, many of which are small with very limited resources. These smaller jurisdictions have limited staffs and budgets, with little or no funds available for litigation of this nature. The class is so numerous that joinder of all members is impracticable.

22.

There are questions of law or fact common to the class, including but not limited to whether Defendants provide “video service” under Georgia law, O.C.G.A. § 36-76-2(16), whether Defendants obtained a state franchise to provide video service, and whether Defendants generate gross revenues from such operations.

23.

The claims asserted by Plaintiffs are typical of the claims of the class in that their statutory authority and fees are largely identical, and the interpretation and application of the applicable statutes and ordinances will be similar for all class members.

24.

Plaintiffs will fairly and adequately protect the interests of class members in that their interests are aligned and will vigorously prosecute the litigation. Plaintiffs have retained counsel competent and experienced in class-action litigation, including municipal class actions and substantially similar pending class actions filed against Defendants in Indiana and against most of the Defendants in Missouri.

25.

The prosecution of separate actions by individual class members would create a risk of: (a) inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for Defendants; and (b) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of other members not party to the adjudications or substantially impair or impede their ability to protect their interests.

26.

Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief with respect to the class as a whole.

Defendants have conducted business as if they are not required to remit franchise fees to Georgia affected local governing authorities, and they have failed or refused to pay these fees.

27.

The common questions of law or fact discussed above predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

FACTUAL ALLEGATIONS

I. Defendants provide video service to subscribers in Georgia.

28.

Under O.C.G.A. § 36-76-6, Georgia affected local governing authorities are entitled to receive a franchise fee from persons transmitting video programming through facilities located at least in part in a public right-of-way. Gwinnett and other Georgia affected local governing authorities are entitled to collect this fee from video service providers operating within their boundaries and do in fact collect it from compliant video service providers.

29.

Defendants should be paying this fee, as they provide programming comparable to that provided by television broadcast stations and other providers of video programming. Defendants provide paid video programming to subscribers who use their services to view professionally-produced and copyrighted television shows, movies, documentaries, and other programming.

30.

Netflix states that it offers video programming that is “comparable to similarly-focused US domestic cable networks.” *See* Ex. A, April 16, 2018 Shareholder Letter, at 2.

31.

Like other video-service providers, Defendants charge subscribers a fee to access their video programming. To stream Netflix’s video programming, Netflix subscribers must subscribe to one of three monthly plans: an \$8.99 basic plan that allows subscribers to watch programming on one device at a time, a \$13.99 standard plan that allows subscribers to watch programming on two devices at a time, or a \$17.99 premium plan that allows subscribers to watch programming on four devices at a time.

32.

Netflix earned \$1.86 billion from its U.S.-based operations in 2019. As of Q2 2020, Netflix has approximately 72.9 million U.S. subscribers. Assuming the percentage of Georgia customers is reflective of the overall U.S. population, Netflix currently has nearly two million Georgia customers.

33.

Hulu similarly claims that its video programming is a viable alternative to cable and broadcast television. As one of Hulu’s executives recently put it in a Hulu press release, “Hulu is the complete TV experience for consumers, offering both live and on-demand programming and more consumer choice than ever before.” Ex. B, May 2, 2018 Press Release.

34.

To stream Hulu’s on-demand video programming, Hulu subscribers similarly must subscribe to a monthly plan. The basic \$5.99 plan is advertisement-supported, meaning it

includes commercials. For \$11.99 per month, subscribers can receive Hulu’s programming without commercials.

35.

Hulu also offers a service for \$54.99 per month called Hulu + Live TV. It combines access to Hulu’s on-demand streaming libraries with live programming from over 60 TV channels, including the most popular sports, news, and entertainment channels. Hulu also offers the Hulu + Live TV plan without commercials for \$60.99. Additionally, Hulu offers other “add-on” features, including, inter alia, HBO, Showtime, and enhanced DVR capabilities.

36.

Hulu currently has over 28 million U.S. subscribers. Assuming the percentage of Georgia customers is reflective of the overall U.S. population, Hulu currently has approximately 862,000 Georgia customers.

37.

According to Disney, its Disney+ service offers “commercial-free programming with a variety of original feature-length films, documentaries, live-action, and animated series and short-form content.”¹ More than 60 million people worldwide have subscribed to Disney+ since its launch in November 2019.

38.

DIRECTV and DISH compete directly with other video service providers, offering a mixture of live programming, premium channels like HBO, SHOWTIME, STARZ, and Cinemax, and on-demand video service. Subscribers to Defendants’ services have a unique

¹ <https://dctimedia.disney.com/disney-plus>; <https://dctimedia.disney.com/news/dtci-disney-plus-sign-ups>.

account that facilitates their paid access to the services, which are not offered for free to the general public.

39.

As of 2019, DIRECTV has over 17 million U.S. subscribers, including subscribers in Gwinnett and other class member cities and counties. Assuming the percentage of Georgia customers is reflective of the overall U.S. population, DIRECTV currently has approximately 506,000 Georgia customers.

40.

As of 2019, DISH has over 9 million U.S. subscribers, including subscribers in Gwinnett and other class member cities and counties. Assuming the percentage of Georgia customers is reflective of the overall U.S. population, DISH currently has approximately 307,000 Georgia customers.

41.

Despite profiting from paid video programming provided to their numerous subscribers in Gwinnett and in other class member cities and counties, none of the Defendants have ever paid the required franchise fees to any class members.

II. Defendants' services are "provided through wireline facilities located at least in part in the public right-of-way" within the meaning of the Television Act.

42.

Under the Television Act, "video service" is "the provision of video programming through wireline facilities located at least in part in the public rights of way without regard to delivery technology, including Internet protocol technology. This term shall not include any video programming provided by a provider of commercial mobile service as defined in 47 U.S.C. Section 332(d) or video programming provided as part of and via a service that enables

users to access content, information, e-mail, or other services offered over the public Internet.”
O.C.G.A. § 36-76-2(16).

43.

Defendants provide their paid video programming through wireline facilities in the public right-of-way, as described in the Television Act’s “video service” definition.

44.

Subscribers view Netflix’s, Disney DTC’s, and Hulu’s video programming using devices—including, *inter alia*, smart televisions, streaming media players like Roku or Apple TV, and set-top boxes from cable and satellite providers—that have software enabling them to stream Defendants’ video programming. *See, e.g., Ex. C, How does Netflix work?* When a subscriber wants to watch Netflix, Disney+, or Hulu, the companies deliver the video programming to the subscriber via internet protocol technology.

45.

To make this happen, Netflix, Disney, and Hulu push their programming over the local internet-service provider’s local broadband facilities. The local internet service provider’s broadband facilities are located in the public right-of-way, and they are “wireline facilities” within the meaning of the Television Act.

46.

Over the past decade, DIRECTV and DISH have transformed their businesses and method of delivery to meet the demands of the marketplace. As DISH stated in 2013, there is a “growing trend of customers taking their TV shows on the go.” Ex. D. DIRECTV and DISH responded to this trend by allowing subscribers to stream video programming whenever and

wherever. Instead of using satellites, this streaming relies on wireline facilities in the public right-of-way, bringing Defendants squarely within the Television Act.

47.

DIRECTV allows subscribers to stream its programming without the use of a satellite dish. DIRECTV makes this clear to new subscribers: “Watch DIRECTV before your installation. As soon as you complete your DIRECTV order, you’ll be able to stream live and On Demand content from the channels included in your package on any device.” Ex. E.

48.

According to DIRECTV it is “easy” for subscribers “to view live TV and on demand shows in your home or on the go.” Ex. F. Subscribers can watch “live TV and 50,000 shows and movies On Demand on up to 5 screens at once—anytime, anywhere—on the DIRECTV app.” Ex. G. Subscribers can do so on their TV, or on other devices such as smartphones and iPads. These devices have software enabling them to stream DIRECTV’s video programming through the DIRECTV App and Sunday Ticket App.

49.

The DIRECTV app requires “[n]o additional equipment,” functions without using a satellite dish, and is offered “at no extra cost” to subscribers. Ex. H. Subscribers “don’t need a separate subscription” in order to access the DIRECTV app; access to the app is included in their package. Ex. I; *see also* Ex. G (DIRECTV app access included with all DIRECTV packages).

50.

DIRECTV also allows subscribers to rent or buy recently released movies through DIRECTV Cinema. Subscribers can either watch these movies on their TV or stream them “from [their] computer, tablet, or phone with the DIRECTV app.” Ex. J. This library of programming is

available to all DIRECTV subscribers. *See* Ex. G (describing on-demand programming offered to all subscribers).

51.

Further, DIRECTV offers a stand-alone streaming service called AT&T TV NOW (formerly DIRECTV NOW).² Depending on the package selected, AT&T TV NOW allows subscribers to watch up to 125+ live TV channels and numerous on-demand shows and movies. AT&T TV NOW requires no satellite dish, no hardware, and no installation. Instead, it uses devices—including, *inter alia*, smart televisions and streaming media players like Roku or Apple TV—that have software allowing AT&T TV NOW to deliver the video programming to the subscriber. *See* Ex. L. DIRECTV offers AT&T TV NOW in Plaintiffs’ and class members’ geographic areas.

52.

DIRECTV also offers advanced digital video recording devices (“DVR”) that, among other things, allow subscribers to watch select shows that have recently aired, and to stop and restart live TV. Many of the advanced features, however, will not function unless the DVR is connected to the local internet service provider’s wireline facilities.

53.

DISH likewise allows its subscribers to view its programming without the use of a satellite. As DISH emphasizes in its marketing, you can “[w]atch when you want, where you want, and how you want.... All it takes is becoming a DISH subscriber.” Ex. M. Moreover, with

² DIRECTV still controls the AT&T TV NOW service. *See* Ex. K (“DIRECTV, LLC, a subsidiary of AT&T Inc., licenses the App to You and grants You access to the AT&T TV NOW service”).

on-demand programming, “you can watch missed episodes, catch up on an entire season, or check out the newest shows and movies.” Ex. N.

54.

DISH subscribers can stream DISH programming on their TVs or on mobile devices. With the DISH Anywhere feature, a subscriber can transform a “computer, smartphone, or tablet into [their] TV and enjoy ... all [their] live channels, everything on your DVR, and thousands of On Demand titles.” *See* Ex. N. Subscribers can view “over 50,000 full-length TV shows and movies from over 150 of the top networks, including ABC, CBS, Bravo, and many more.” Ex. O. Subscribers can “[w]atch live and recorded TV on-the-go or get access to thousands of movies and shows On Demand.” Ex. P.

55.

These mobile and on-demand features are included in every DISH package, and they function without using a satellite dish. *See* Ex. O. There is no extra cost to use these features; access is granted simply by being a DISH subscriber.

56.

DISH also has a stand-alone streaming service called Sling TV. It allows subscribers to watch live TV channels and numerous on-demand shows and movies. Sling TV requires no satellite dish, no hardware, and no installation. Instead, it uses devices—including, *inter alia*, smart televisions and streaming media players like Roku or Apple TV—that have software allowing Sling TV to deliver the video programming to the subscriber. Sling TV has over two million subscribers nationwide, and it is offered in Plaintiffs’ and class members’ geographic areas.

57.

Further, DISH offers advanced DVRs that, among other things, allow subscribers to watch select shows that have recently aired, and to stop and restart live TV. Many of the advanced features, however, will not function unless the DVR is connected to the local internet service provider's wireline facilities.

58.

When streaming their video programming, both DIRECTV and DISH use internet-protocol technology to deliver the programming. The Television Act explicitly states that it encompasses this delivery technology. O.C.G.A. § 36-76-2(16) (stating that "video service" is "the provision of video programming through wireline facilities located at least in part in the public rights of way without regard to delivery technology, including Internet protocol technology ...").

59.

To compete in a changing marketplace, DIRECTV and DISH elected to fundamentally change their product: they broke away from satellite-only content and now deliver programming via wireline facilities in the public right-of-way. They must bear the responsibilities associated with making that election.

III. Defendants do not provide video programming solely as part of a service that "enables users to access content, information, electronic mail, or other services offered over the public internet."

60.

Defendants' video programming falls squarely within the Television Act, and no exclusion applies. Defendants are not commercial mobile service providers as defined by 47 U.S.C. § 332(d). Moreover, Defendants are not providing, and have not provided, video

programming “provided as part of and via a service that enables users to access content, information, e-mail, or other services offered over the public Internet,” per O.C.G.A. § 36-76-2(16), for several reasons.

61.

First, Defendants are video *content* providers, not internet *access* enablers. Instead, it is the internet *access* service (provided by ISPs) that enables users to access content, information, e-mail, or other services offered over the public internet. Defendants are not, and have not been, ISPs.

62.

Second, Defendants go to great lengths to *avoid* the public internet when streaming their video programming. They use delivery networks that keep video content as local as possible by keeping their content either within or directly connected to local internet-service providers’ privately owned network facilities. The rationale for doing so is at least two-fold: (a) avoid the significant additional cost of transferring data through the public internet backbone, and (b) improve customer streaming quality and performance.

63.

Netflix uses a proprietary delivery network called Netflix Open Connect to deliver its video programming. *See, e.g., Ex. Q, How Netflix Works With ISPs Around the Globe to Deliver a Great Viewing Experience.* When a Netflix subscriber wants to view Netflix programming, the subscriber will be connected to the closest Netflix Open Connect server offering the fastest speeds and best video quality.

64.

Netflix initially used third-party CDNs after the launch of Netflix's streaming service in 2007. But Netflix made a decision in 2011 to build its own content delivery network. *Id.* Since then, Netflix has placed Open Connect servers in nearly 1,000 separate locations around the world, including multiple locations in Georgia.

65.

Many of these Netflix Open Connect servers are embedded directly within an internet-service provider's data center to ensure the content remains tied to the local internet-service provider's privately owned network facilities without using the public internet. *Id.* Netflix also places these servers in other locations where they can be connected directly to an internet-service provider's privately owned network facilities without using the public internet. *Id.*

66.

Netflix stores its popular programming on these local Open Connect servers so that it will be close to the subscriber upon request. This allows the company's popular programming to be delivered through the internet-service provider's local, privately owned network facilities without using the public internet. Netflix has "end-to-end" control of its entire Open Connect system.

67.

Netflix has publicly admitted that its use of Open Connect bypasses the internet. In its 2016 article, Netflix observed that "[e]ven though millions of people around the world will be watching, there will be very little additional traffic on the 'internet' because of a decision we made in 2011 to build our own content delivery network, or CDN." *Id.* This same article

observed, “[a]fter the[] appliances are installed in an ISP’s data center, almost all Netflix content is served from the local OCAs rather than ‘upstream’ from the internet.” *Id.*

68.

Hulu also uses delivery networks to deliver its content and the basic principles remain the same as just described for Netflix’s Open Connect system. The delivery networks Hulu uses place its video programming onto servers either inside of or directly connected to an internet-service provider’s privately owned network facilities. Hulu uses the following third-party content delivery networks: Akamai, Fastly, Amazon Cloudfront, CenturyLink (formerly Level 3), and Verizon (Edgecast). As with Netflix, this setup allows Hulu to avoid the public internet and gives it end-to-end control of its content delivery. This is true whether a subscriber is viewing an on-demand video from Hulu or live programming from Hulu. *See, e.g., Ex. R, The Anatomy of a Live OTT Service.*

69.

According to the Hulu Tech Blog, Hulu + Live TV has “establish[ed] private connections” between encoding vendors and Hulu. *Ex. S, The Challenges of Live Linear Video Ingest — Part Three: Key Learnings.* Doing so “**bypasses public internet**, resulting in faster and more consistent file transfer speeds” when transferring video content. *Id.* (emphasis added). Thus, Hulu uses private connections to receive video programming, and it then delivers the programming to subscribers using private connections with the privately owned network facilities of the local internet-service providers.

70.

Disney likewise uses multiple delivery networks to deliver its content. Its delivery networks locate servers throughout the country, including in Georgia, so they can be connected

directly to an ISP's privately owned network facilities without using the public internet. The delivery networks store Disney's popular programming on these local servers so that it will be close to the subscriber upon request. This allows Disney's popular programming to be delivered through the ISP's local, privately-owned network facilities and without using the public internet. This setup allows Disney to avoid the public internet.

71.

Disney uses at least four third-party CDNs to make content available to online video subscribers: Akamai, CenturyLink, Limelight, and Fastly.

72.

Akamai has an office in Atlanta, Georgia.

73.

DIRECTV and DISH also use delivery networks, and they too locate servers throughout the country, including in Georgia, so they can be connected directly to an internet-service provider's privately owned network facilities without using the public internet. The delivery networks store DIRECTV's and DISH's popular programming on these local servers so that it will be close to the subscriber upon request. This allows Defendants' popular programming to be delivered through the internet-service provider's local, privately owned network facilities and without using the public internet. This setup allows DIRECTV and DISH to avoid the public internet. Upon information and belief, this is true whether a subscriber is viewing an on-demand video or live programming via streaming.

74.

DIRECTV uses at least five third-party CDNs to make content available to online video subscribers: Akamai, CenturyLink, Limelight, Cloudfront (Amazon), and AT&T.

75.

DISH uses at least four third-party CDNs to make content available to online video subscribers: Fastly, Akamai, CenturyLink, and Comcast.

76.

Defendants are thus video service providers within the meaning of the Television Act and must pay franchise fees as authorized by O.C.G.A. § 36-76-6, Gwinnett County Cable and Video Service Ordinance (Code 1994, § 22-1; Order of 10-2-2007, § 22-01.01 *et seq.*), and similar ordinances. But Defendants have failed to comply with the Television Act by failing to seek a franchise authorization as required (O.C.G.A. § 36-76-3(a)(1)), by failing to give notice of intent to provide service in Gwinnett and other class members as required (O.C.G.A. § 36-76-4(c)), and by failing to pay the required franchise fees to Gwinnett and other class members.

**COUNT I – DECLARATORY JUDGMENT, INJUNCTIVE RELIEF
AND AN ACCOUNTING**

77.

Plaintiffs repeat, reallege, and incorporate by reference all prior paragraphs of this Petition as if more fully set forth herein.

78.

Defendants are engaged in the business of providing video service in Plaintiffs' and other class members' geographic areas within the meaning of the Television Act, O.C.G.A. § 36-76-1 *et seq.*, but have failed to obtain the required franchises. Defendants derive gross revenues from their business, and they have engaged in their business and derived gross revenues (as defined by O.C.G.A. § 36-76-2(8)) from that business.

79.

Defendants have failed to pay or refused to pay franchise fees to Plaintiffs and class members as required by the Television Act, Gwinnett County Cable and Video Service Ordinance (Code 1994, § 22-1; Order of 10-2-2007, § 22-01.01 *et seq.*), and similar class member ordinances.

80.

Defendants' competitors in the video service market—such as Charter Communications, Comcast, and Cox—have paid and continue to pay franchise fees to class members under the statutes, codes, and ordinances. Yet Defendants refuse to pay these fees, despite such laws requiring fair and nondiscriminatory competition and regulation.

81.

A justiciable controversy exists between Plaintiffs, Defendants, and class members.

82.

Plaintiffs and class members do not have an adequate remedy at law. Defendants' violations of the Television Act and Plaintiffs' and class members' codes and ordinances are continuing, and Plaintiffs and class members would be required to bring successive actions to enforce compliance and to collect unpaid fees.

83.

Unless Defendants are enjoined from violating the applicable statutes, local codes, and ordinances, Plaintiffs and class members will suffer irreparable harm or injury. Plaintiffs and the class members are being deprived of revenues needed for public health, safety, and welfare. In all probability, because Defendants intend to continue engaging in business in class member

cities and counties and deriving gross revenues from their business, Plaintiffs and class members will continue to be deprived of franchise fees.

84.

Defendants have a duty to class members to keep and maintain accurate accounts and records to ensure proper payment of franchise fees. *See* O.C.G.A. § 36-76-6(c).

85.

Plaintiffs have incurred and will continue to incur costs and attorneys' fees needed for the investigation and prosecution of these claims. Those attorneys' fees and other expenditures will result in a benefit to all members of the class, and Plaintiffs' counsel should recover these fees and expenditures pursuant to applicable law.

WHEREFORE, Plaintiffs, on behalf of themselves and all Georgia affected local governing authorities similarly situated, pray that this Court:

- A. Declare and adjudge that Defendants provide "video service" within the meaning of the Television Act, O.C.G.A. § 36-76-1 *et seq.*;
- B. Declare and adjudge that Defendants have failed to comply with and owe franchise fees under the Television Act, Gwinnett County Cable and Video Service Ordinance (Code 1994, § 22-1; Order of 10-2-2007, § 22-01.01 *et seq.*), and similar class member code and ordinance provisions since July 1, 2007 and for the duration of this litigation;
- C. Order an accounting of all monies that Defendants owe Plaintiffs and class members, including interest and penalties;

- D. Enjoin and restrain Defendants from engaging in business within the boundaries of Plaintiffs and class members and deriving gross revenues therefrom without paying the required franchise fees;
- E. Award attorneys' fees, costs, and expenses from the amount(s) recovered for the common benefit of the class; and
- F. Order such other and further relief as the Court deems just and proper under the circumstances.

COUNT II – UNJUST ENRICHMENT

86.

Plaintiffs repeat, reallege, and incorporate by reference all prior paragraphs of this Petition as if more fully set forth herein.

87.

Defendants have each operated as a “video service provider” within the meaning of the Television Act, O.C.G.A. § 36-76-1 *et seq.*, in the geographic areas of Plaintiffs and other class members.

88.

But Defendants have failed to obtain the required state or local franchises and failed to remit franchise fees.

89.

By not doing so, each Defendant has received the benefit of doing business in Plaintiffs and other class members' jurisdictions without complying with its statutory obligations, been aware that it was doing business without complying with its statutory obligations, and accepted and retained this benefit under circumstances that are inequitable or unjust, i.e., by depriving

Plaintiffs and other class members of monies and other things due under the statutes, codes, and ordinances that Defendants refuse to honor.

WHEREFORE, Plaintiffs, on behalf of themselves and all Georgia affected local governing authorities similarly situated, pray that this Court:

- A. Declare and adjudge that Defendants' failure to pay franchise fees as required by the Television Act, Gwinnett County Cable and Video Service Ordinance (Code 1994, § 22-1; Order of 10-2-2007, § 22-01.01 *et seq.*), and similar class member code and ordinance provisions caused Defendants to be unjustly enriched, as they avoided fees that should have been paid to Plaintiffs and class members since July 1, 2007 and for the duration of this litigation;
- B. Order an accounting of all monies that Defendants owe Plaintiffs and class members, including interest;
- C. Enjoin and restrain Defendants from engaging in business within the boundaries of class members and deriving gross revenues therefrom without paying the required franchise fees;
- D. Award attorneys' fees, costs, and expenses from the amount(s) recovered for the common benefit of the class; and
- E. Order such other and further relief as the Court deems just and proper under the circumstances.

COUNT III – UNPAID FEES, INTEREST AND PENALTIES

90.

Plaintiffs repeat, reallege, and incorporate by reference all prior paragraphs of this Petition as if more fully set forth herein.

91.

Defendants owe Plaintiffs and other class members franchise fees, together with interest and penalties, as a result of their failure to comply with the applicable statutes, codes, and ordinances since July 1, 2007 and for the duration of this litigation.

WHEREFORE, Plaintiffs, on behalf of themselves and all Georgia affected local governing authorities similarly situated, pray that this Court:

- A. Enter judgment in favor of each class member and against Defendants for the franchise fees, interest, and penalty due each class member from Defendants;
- B. Award attorneys' fees, costs, and expenses from the amount(s) recovered for the common benefit of the class; and
- C. Order such other and further relief as the Court deems just and proper under the circumstances.

Respectfully submitted this 23rd day of November, 2020.

/s/ Robert L. Ashe III
Timothy Rigsbee
Georgia Bar No. 605579
rigsbee@bmelaw.com
Robert L. Ashe III
Georgia Bar No. 208077
ashe@bmelaw.com
Jennifer L. Peterson
Georgia Bar No. 601355
peterson@bmelaw.com
BONDURANT MIXSON & ELMORE, LLP
1201 West Peachtree Street, NW
Suite 3900
Atlanta, GA 30309
Telephone: 404.881.4100
Fax: 404.881.4111

Steven M. Berezney (*pro hac vice* pending)
sberezney@koreintillery.com
Garrett R. Broshuis (*pro hac vice* pending)
gbroshuis@koreintillery.com
KOREIN TILLERY, LLC
505 N. 7th Street, Suite 3600
St. Louis, MO 63101
Telephone: 314.241.4844
Fax: 314.241.1854

ATTORNEYS FOR PLAINTIFFS

Exhibit A

April 16, 2018

Fellow shareholders,

We strive to entertain and to bring joy to people across the world through amazing stories. Our 125 million members provided us with \$3.6 billion in streaming revenue in Q1. Our job is to spend this money wisely to increase our members' delight.

(in millions except per share data and Streaming Content Obligations)	Q1'17	Q2'17	Q3'17	Q4'17	Q1'18	Q2'18 Forecast
Total (Including DVD):						
Revenue	\$ 2,637	\$ 2,785	\$ 2,985	\$ 3,286	\$ 3,701	\$ 3,934
Y/Y % Growth	34.7%	32.3%	30.3%	32.6%	40.4%	41.2%
Operating Income	\$ 257	\$ 128	\$ 209	\$ 245	\$ 447	469
Operating Margin	9.7%	4.6%	7.0%	7.5%	12.1%	11.9%
Net Income	\$ 178	\$ 66	\$ 130	\$ 186	\$ 290	\$ 358
Diluted EPS	\$ 0.40	\$ 0.15	\$ 0.29	\$ 0.41	\$ 0.64	\$ 0.79
Total Streaming:						
Revenue	\$ 2,516	\$ 2,671	\$ 2,875	\$ 3,181	\$ 3,602	\$ 3,841
Y/Y % Growth	38.8%	35.8%	33.2%	35.3%	43.2%	43.8%
Paid Memberships	94.36	99.04	104.02	110.64	118.90	125.00
Total Memberships	98.75	103.95	109.25	117.58	125.00	131.20
Net Additions	4.95	5.20	5.30	8.33	7.41	6.20
US Streaming:						
Revenue	\$ 1,470	\$ 1,505	\$ 1,547	\$ 1,630	\$ 1,820	\$ 1,898
Contribution Profit	\$ 606	\$ 560	\$ 554	\$ 561	\$ 697	\$ 751
Contribution Margin	41.2%	37.2%	35.8%	34.4%	38.3%	39.6%
Paid Memberships	49.38	50.32	51.35	52.81	55.09	56.29
Total Memberships	50.85	51.92	52.77	54.75	56.71	57.91
Net Additions	1.42	1.07	0.85	1.98	1.96	1.20
International Streaming:						
Revenue	\$ 1,046	\$ 1,165	\$ 1,327	\$ 1,550	\$ 1,782	\$ 1,943
Contribution Profit (Loss)	\$ 43	\$ (13)	\$ 62	\$ 135	\$ 272	\$ 274
Contribution Margin	4.1%	-1.1%	4.7%	8.7%	15.3%	14.1%
Paid Memberships	44.99	48.71	52.68	57.83	63.82	68.72
Total Memberships	47.89	52.03	56.48	62.83	68.29	73.29
Net Additions	3.53	4.14	4.45	6.36	5.46	5.00
Consolidated:						
Net cash (used in) operating activities	\$ (344)	\$ (535)	\$ (420)	\$ (488)	\$ (237)	
Free Cash Flow	\$ (423)	\$ (608)	\$ (465)	\$ (524)	\$ (287)	
EBITDA	\$ 317	\$ 190	\$ 273	\$ 313	\$ 534	
Shares (FD)	445.5	446.3	447.4	448.1	450.4	
Streaming Content Obligations* (\$B)	15.3	15.7	17.0	17.7	17.9	

*Corresponds to our total known streaming content obligations as defined in our financial statements and related notes in our most recently filed SEC Form 10-K

NETFLIX

Q1 Results and Q2 Forecast

Revenue grew 43% year over year in Q1, the fastest pace in the history of our streaming business, due to a 25% increase in average paid streaming memberships and a 14% rise in ASP. Operating margin of 12% rose 232 bps year over year. This was higher than our beginning of quarter guidance, due primarily to the timing of content spend. Diluted EPS of \$0.64 vs. \$0.40 included a \$41m non-cash unrealized loss from F/X remeasurement on our Eurobond.

Global net adds totaled a new Q1-record of 7.41m, up 50% year over year and ahead of our 6.35m forecast. The variance relative to our guidance was driven by continued strong acquisition trends across the globe which we attribute to the growing breadth of our content and the worldwide adoption of internet entertainment.

In the US, we added 1.96m memberships (compared with forecast of 1.45m). We completed our price adjustment during this past quarter, resulting in 12% ASP growth for the domestic segment. Outside of the US, membership grew by 5.46m (vs. forecast of 4.90m). Our international segment now accounts for 50% of revenue and 55% of memberships. Excluding a F/X impact of +\$114 million, international revenue and ASP rose 59% and 13% year over year, respectively.

As a reminder, the quarterly guidance we provide is our internal forecast at the time we report. For Q2, we expect 6.2 million global net additions (1.2m in the US and 5.0m for the international segment) vs. 5.2 million in the year ago quarter. Q2 operating margin is expected to be 12%. We are now targeting a full year operating margin of 10%-11%. We continue to anticipate content and marketing spend to be weighted towards the second half of 2018.

Content

We'll have \$7.5-\$8 billion of content expense (on a P&L basis) in 2018 across a wide variety of formats (series, films, unscripted, docs, comedy specials, non-English language) to serve the diverse tastes of our growing global membership base.

Q1 scripted original series debuts included the dark, coming of age story *The End of the F***ing World* and sci-fi thriller *Altered Carbon* as well as returning seasons of *Marvel's Jessica Jones*, *Grace and Frankie*, *Santa Clarita Diet* and *A Series of Unfortunate Events*.

Last year, we expanded our efforts in original programming to unscripted shows across several genres. Our output in this area is now comparable to similarly-focused US domestic cable networks. Shows like *Queer Eye* and *Nailed It* are great examples of our ambitions in this area: engaging, buzz-worthy shows that drive lots of enjoyment around the world.

Our investment in international production continued to increase with big, non-English originals like *Q Mecanismo (The Mechanism)*. Loosely inspired by real events and from *Narcos* creator José Padilha, this drama is tracking to be one of our most viewed originals in Brazil. We are also seeing more examples of non-English content transcending borders. This quarter, *La Casa de Papel (Money Heist)* in English

language territories), a Spanish language heist thriller, became the most watched non-English series on Netflix ever.

On Super Bowl Sunday, we surprise-announced and launched *The Cloverfield Paradox*, the third film in the *Cloverfield* franchise. Through tight coordination among our original film, product, marketing and PR teams, the event showcased how a big branded film can be marketed and delivered to consumers instantaneously across the globe without a wait for the theatrical window. Outside of North America, we premiered the Alex Garland-directed *Annihilation*, starring Natalie Portman, just weeks after its US theatrical debut and it has enjoyed large audiences in nearly every country for us. We also released a broad range of original films: from *Benji* for kids and families; to the Seth Rogen/Evan Goldberg produced comedy *Game Over, Man!*; to the Sundance hip-hop biopic *Roxanne, Roxanne*.

We regret our films not being able to compete at this year's Cannes film festival. The festival adopted a new rule that means if a film is in competition at Cannes, it can not be watched on Netflix in France for the following three years¹. We would never want to do that to our French members. We will continue to celebrate our films and filmmakers at other festivals around the world but unfortunately we will have to sit out Cannes for now so that our growing French membership can continue to enjoy our original films.

This past quarter, we signed an overall deal with Ryan Murphy, the prolific hit-maker behind *American Crime Story: The People vs. OJ Simpson*, *Nip/Tuck*, *Glee*, *American Horror Story* and many others. This comes on the heels of similar partnerships with Shonda Rhimes, Shawn Levy and Jenji Kohan. While these overall deals are a substantial investment for us, they allow us to work directly with prolific and talented creators with a proven track record of success. Instead of having to license their shows for a finite period from outside suppliers, we will own the projects we produce with them. This approach also allows us to reduce our reliance on third-party studios and forego the corresponding license premiums we've historically paid.

We were proud to celebrate our first feature Academy Award with Bryan Fogel and Dan Cogan, makers of our documentary *Icarus*. We're thrilled when the creators with whom we partner are recognized for their exceptional work. The Oscar win helps to reinforce that Netflix is a great home for both documentary lovers and creators.

Marketing

We're investing in more marketing of new original titles to create more density of viewing and conversation around each title (i.e bigger hit in a nation or demographic). We believe this density of viewing helps on both retention and acquisition, because it makes our original titles even less substitutable. Because we operate in so many countries, we are able to try different approaches in different markets, and continue to learn.

¹ Specifically, the Cannes festival's new rule is that a French theatrical opening is required of films in competition, and French law in essence requires that if a film is in French theatres, then it cannot be on an SVOD service in France for 36 months. While in other countries we can offer simultaneous exhibition in theatres and on Netflix, that is not permitted in France, so we have to be Netflix-only for our films in France.

Product and Partnerships

Last year, we launched bundle offers with Proximus (in Belgium), SFR Altice (France) and T-Mobile (US). They have proven to be very successful and we are now adding similar bundle offers with additional MVPD partners. Recently, we announced that we are bundling the Netflix service with packages from Sky which will begin later this year and with Comcast in the US, which are currently being rolled out. These relationships allow our partners to attract more customers and to upsell existing subscribers to higher ARPU packages, while we benefit from more reach, awareness and often, less friction in the signup and payment process. We believe that the lower churn in these bundles offsets the lower Netflix ASP. We remain primarily a direct-to-consumer business, but we see our bundling initiative as an attractive supplemental channel.

In March, we rolled out additional features providing members with greater information and control over their Netflix viewing. While we had already offered PIN protection for all content at a certain maturity level, there is now a parental PIN control for individual movies and shows. These new features are part of our ongoing effort to give our members tools to manage how they and their families enjoy Netflix.

Free Cash Flow and Capital Structure

Free cash flow in Q1 was -\$287 million (less negative than we expected due to content payment timing differences), compared with -\$524 million in Q4'17. We continue to forecast free cash flow of -\$3 to -\$4 billion in 2018, and to be free cash flow negative for several more years as our original content spend rapidly grows.

We have about \$2.6 billion in cash and we will continue to raise debt as needed to fund our increase in original content. Our debt levels are quite modest as a percentage of our enterprise value, and we believe the debt is lower cost of capital compared to equity.

Board of Directors

We're pleased to add Ambassador Susan Rice to our board of directors. Susan is a former National Security Advisor and United States Ambassador to the United Nations. As a global company operating in over 190 countries, Susan's expertise in international affairs will be valuable.

Reference

For quick reference, our eight most recent investor letters are: January 2018, October 2017, July 2017, April 2017, January 2017, October 2016, July 2016, April 2016.

Earnings Video Interview, 3pm PST

Our video interview with Ben Swinburne of Morgan Stanley will be on [youtube/netflixir](https://www.youtube.com/watch?v=netflixir) at 3pm PST today. Questions that investors would like to see asked should be sent to benjamin.swinburne@morganstanley.com. Reed Hastings, CEO, David Wells, CFO, Ted Sarandos, Chief Content Officer, Greg Peters, Chief Product Officer and Spencer Wang, VP of IR/Corporate Development will all be on the video to answer Ben's questions.

<p>IR Contact: Spencer Wang Vice President, Finance/IR & Corporate Development 408 809-5360</p>	<p>PR Contact: Jonathan Friedland Chief Communications Officer 310 734-2958</p>
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Use of Non-GAAP Measures

This shareholder letter and its attachments include reference to the non-GAAP financial measure of free cash flow and EBITDA. Management believes that free cash flow and EBITDA are important liquidity metrics because they measure, during a given period, the amount of cash generated that is available to repay debt obligations, make investments and for certain other activities or the amount of cash used in operations, including investments in global streaming content. However, these non-GAAP measures should be considered in addition to, not as a substitute for or superior to, net income, operating income, diluted earnings per share and net cash provided by operating activities, or other financial measures prepared in accordance with GAAP. Reconciliation to the GAAP equivalent of these non-GAAP measures are contained in tabular form on the attached unaudited financial statements.

Forward-Looking Statements

This shareholder letter contains certain forward-looking statements within the meaning of the federal securities laws, including statements regarding content and marketing spend and strategy, including outside the US; content performance; future capital raises; domestic and international net, total and paid subscribers; revenue; contribution profit (loss) and contribution margin for both domestic international operations, as well as consolidated operating income, operating margin; net income, earnings per share and free cash flow. The forward-looking statements in this letter are subject to risks and uncertainties that could cause actual results and events to differ, including, without limitation: our ability to attract new members and retain existing members; our ability to compete effectively; maintenance and expansion of device platforms for streaming; fluctuations in consumer usage of our service; service disruptions; production risks; actions of Internet Service Providers; and, competition, including consumer adoption of different modes of viewing in-home filmed entertainment. A detailed discussion of these and other risks and uncertainties that could cause actual results and events to differ materially from such forward-looking statements is included in our filings with the Securities and

Exchange Commission, including our Annual Report on Form 10-K, as amended by Form 10-K/A, filed with the Securities and Exchange Commission on February 5, 2018. The Company provides internal forecast numbers. Investors should anticipate that actual performance will vary from these forecast numbers based on risks and uncertainties discussed above and in our Annual Report on Form 10-K, as amended by Form 10-K/A. We undertake no obligation to update forward-looking statements to reflect events or circumstances occurring after the date of this shareholder letter.

Netflix, Inc.

Consolidated Statements of Operations

(unaudited)

(in thousands, except per share data)

	Three Months Ended		
	March 31, 2018	December 31, 2017	March 31, 2017
Revenues	\$ 3,700,856	\$ 3,285,755	\$ 2,636,635
Cost of revenues	2,196,075	2,107,354	1,657,024
Marketing	479,222	419,939	271,270
Technology and development	300,730	273,351	257,108
General and administrative	278,251	239,808	194,291
Operating income	446,578	245,303	256,942
Other income (expense):			
Interest expense	(81,219)	(75,292)	(46,742)
Interest and other income (expense)	(65,743)	(38,681)	13,592
Income before income taxes	299,616	131,330	223,792
Provision for (benefit from) income taxes	9,492	(54,187)	45,570
Net income	<u>\$ 290,124</u>	<u>\$ 185,517</u>	<u>\$ 178,222</u>
Earnings per share:			
Basic	\$ 0.67	\$ 0.43	\$ 0.41
Diluted	\$ 0.64	\$ 0.41	\$ 0.40
Weighted-average common shares outstanding:			
Basic	434,174	433,108	430,600
Diluted	450,359	448,142	445,458

NETFLIX

Netflix, Inc.**Consolidated Balance Sheets**(unaudited)
(in thousands)

	As of	
	March 31, 2018	December 31, 2017
Assets		
Current assets:		
Cash and cash equivalents	\$ 2,593,666	\$ 2,822,795
Current content assets, net	4,626,522	4,310,934
Other current assets	597,388	536,245
Total current assets	<u>7,817,576</u>	<u>7,669,974</u>
Non-current content assets, net	11,314,803	10,371,055
Property and equipment, net	341,932	319,404
Other non-current assets	678,486	652,309
Total assets	<u>\$ 20,152,797</u>	<u>\$ 19,012,742</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Current content liabilities	\$ 4,466,081	\$ 4,173,041
Accounts payable	436,183	359,555
Accrued expenses	429,431	315,094
Deferred revenue	673,892	618,622
Total current liabilities	<u>6,005,587</u>	<u>5,466,312</u>
Non-current content liabilities	3,444,476	3,329,796
Long-term debt	6,542,373	6,499,432
Other non-current liabilities	139,631	135,246
Total liabilities	<u>16,132,067</u>	<u>15,430,786</u>
Stockholders' equity:		
Common stock	1,995,225	1,871,396
Accumulated other comprehensive income (loss)	4,264	(20,557)
Retained earnings	2,021,241	1,731,117
Total stockholders' equity	<u>4,020,730</u>	<u>3,581,956</u>
Total liabilities and stockholders' equity	<u>\$ 20,152,797</u>	<u>\$ 19,012,742</u>

Netflix, Inc.

Consolidated Statements of Cash Flows

(unaudited)

(in thousands)

	Three Months Ended		
	March 31, 2018	December 31, 2017	March 31, 2017
Cash flows from operating activities:			
Net income	\$ 290,124	\$ 185,517	\$ 178,222
Adjustments to reconcile net income to net cash used in operating activities:			
Additions to streaming content assets	(2,986,747)	(2,477,659)	(2,348,666)
Change in streaming content liabilities	378,885	53,446	366,257
Amortization of streaming content assets	1,748,844	1,713,863	1,305,683
Amortization of DVD content assets	11,134	12,289	18,598
Depreciation and amortization of property, equipment and intangibles	19,041	19,073	15,049
Stock-based compensation expense	68,395	48,530	44,888
Other non-cash items	8,209	14,126	21,666
Foreign currency remeasurement loss on long-term debt	41,080	25,740	—
Deferred taxes	(22,049)	(104,132)	(26,764)
Changes in operating assets and liabilities:			
Other current assets	(55,905)	(87,090)	(25,402)
Accounts payable	74,083	63,969	(11,000)
Accrued expenses	119,049	(5,169)	93,542
Deferred revenue	55,270	83,197	15,221
Other non-current assets and liabilities	13,830	(33,657)	8,850
Net cash used in operating activities	<u>(236,757)</u>	<u>(487,957)</u>	<u>(343,856)</u>
Cash flows from investing activities:			
Acquisition of DVD content assets	(10,796)	(10,507)	(25,372)
Purchases of property and equipment	(37,170)	(21,585)	(52,523)
Change in other assets	(1,786)	(3,749)	(769)
Purchases of short-term investments	—	—	(57,774)
Proceeds from sale of short-term investments	—	—	55,748
Proceeds from maturities of short-term investments	—	—	5,100
Net cash used in investing activities	<u>(49,752)</u>	<u>(35,841)</u>	<u>(75,590)</u>
Cash flows from financing activities:			
Proceeds from issuance of common stock	56,335	14,705	24,178
Proceeds from issuance of debt	—	1,600,000	—
Issuance costs	—	(16,828)	—
Other financing activities	(321)	66	61
Net cash provided by financing activities	<u>56,014</u>	<u>1,597,943</u>	<u>24,239</u>
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	7,177	2,181	5,455
Net decrease in cash, cash equivalents, and restricted cash	(223,318)	1,076,326	(389,752)
Cash, cash equivalents, and restricted cash at beginning of period	2,822,795	1,746,469	1,467,576
Cash, cash equivalents, and restricted cash at end of period	<u>\$ 2,599,477</u>	<u>\$ 2,822,795</u>	<u>\$ 1,077,824</u>
Non-GAAP free cash flow reconciliation:			
Net cash used in operating activities	\$ (236,757)	\$ (487,957)	\$ (343,856)
Acquisition of DVD content assets	(10,796)	(10,507)	(25,372)
Purchases of property and equipment	(37,170)	(21,585)	(52,523)
Change in other assets	(1,786)	(3,749)	(769)
Non-GAAP free cash flow	<u>\$ (286,509)</u>	<u>\$ (523,798)</u>	<u>\$ (422,520)</u>

Netflix, Inc.

Segment Information

(unaudited)

(in thousands)

	As of / Three Months Ended		
	March 31, 2018	December 31, 2017	March 31, 2017
Domestic Streaming			
Total memberships at end of period	56,705	54,750	50,854
Paid memberships at end of period	55,087	52,810	49,375
Revenues	\$ 1,820,019	\$ 1,630,274	\$ 1,470,042
Cost of revenues	894,873	873,372	749,488
Marketing	228,022	195,784	115,038
Contribution profit	697,124	561,118	605,516
International Streaming			
Total memberships at end of period	68,290	62,832	47,894
Paid memberships at end of period	63,815	57,834	44,988
Revenues	\$ 1,782,086	\$ 1,550,329	\$ 1,046,199
Cost of revenues	1,258,809	1,191,497	847,317
Marketing	251,200	224,155	156,232
Contribution profit	272,077	134,677	42,650
Domestic DVD			
Total memberships at end of period	3,167	3,383	3,944
Paid memberships at end of period	3,138	3,330	3,867
Revenues	\$ 98,751	\$ 105,152	\$ 120,394
Cost of revenues	42,393	42,485	60,219
Contribution profit	56,358	62,667	60,175
Consolidated			
Revenues	\$ 3,700,856	\$ 3,285,755	\$ 2,636,635
Cost of revenues	2,196,075	2,107,354	1,657,024
Marketing	479,222	419,939	271,270
Contribution profit	1,025,559	758,462	708,341
Other operating expenses	578,981	513,159	451,399
Operating income	446,578	245,303	256,942
Other expense	(146,962)	(113,973)	(33,150)
Provision for (benefit from) income taxes	9,492	(54,187)	45,570
Net income	\$ 290,124	\$ 185,517	\$ 178,222

Netflix, Inc.

Non-GAAP Information

(unaudited)

(in thousands)

	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018
Non-GAAP Adjusted EBITDA reconciliation:					
GAAP net income	\$ 178,222	\$ 65,600	\$ 129,590	\$ 185,517	\$ 290,124
Add:					
Other expense	33,150	113,845	92,390	113,973	146,962
Provision for (benefit from) income taxes	45,570	(51,638)	(13,353)	(54,187)	9,492
Depreciation and amortization of property, equipment and intangibles	15,049	18,551	19,238	19,073	19,041
Stock-based compensation expense	44,888	44,028	44,763	48,530	68,395
Adjusted EBITDA	\$ 316,879	\$ 190,386	\$ 272,628	\$ 312,906	\$ 534,014

Exhibit B

hulu PRESS

[Hulu](#) [Tech](#)
[Updates](#) [Blog](#)

May 2, 2018

HULU SURGES PAST 20 MILLION U.S. SUBSCRIBERS AND ANNOUNCES PLANS TO OFFER ADVERTISING IN LIVE TV THIS QUARTER

[Acquisitions](#), [Advertising](#), [Business](#), [Content](#), [Distribution](#), [Movies](#), [Originals](#), [Product](#), [Technology](#), [Uncategorized](#)

HULU SURGES PAST 20 MILLION U.S. SUBSCRIBERS

*Premium Streaming Service Reports 60 Percent Jump In Engagement and
Reveals 78 Percent of Viewing on Hulu Takes Place In The Living Room*

*Company Expands Originals Slate with Series Orders for Four Weddings and a Funeral from Mindy
Kaling and New Comedy Series from Ramy Youssef, Jerrod Carmichael and A24*

Hulu and Blumhouse Television Unveil Year-Round Horror Event Series: Into the Dark

*Emmy and Golden Globe Award-Winning Series, The Handmaid's Tale,
Renewed for Season Three*

*#1 New Broadcast Drama, The Good Doctor, to Stream Exclusively on Hulu in New Deal with Sony
Pictures Television*

*Company Announces Its First-ever Agreement with DreamWorks Animation in Hulu's Largest Kids
and Family Licensing Deal to Date*

Hulu to Launch Ad-Supported Downloadable Content During 2018-19 Upfront Season

MAY 2, 2018 [NEW YORK, NY] Today, during the Hulu 18 Presentation at the newly-named Hulu Theater at Madison Square Garden, executives took the stage to reveal the company’s rapid growth, announce multiple original programming and exclusive acquisition deals that expand Hulu’s content offering, and unveil new product and measurement innovations that will bring the future of television to the advertising business.

Reinforcing Hulu’s position as one of the world’s top 10 direct-to-consumer entertainment brands, the company announced that it has surpassed 20 million U.S. subscribers and has grown total engagement on Hulu by more than 60%. In addition, Hulu revealed that 78% of viewing on the service takes place in the living room, on connected TVs.

“Hulu is the complete TV experience for consumers, offering both live and on-demand programming and more consumer choice than ever before,” said Freer. “We are the only place that delivers award-winning content, ad loads less than half that of traditional television, with ads that are always viewable and always in a brand-safe environment — and we are leading the TV and advertising industries into the future.”

Announcements at this year’s presentation include:

New Series *Four Weddings and a Funeral* and *Ramy* Join *Catch-22*, *The First*, *Castle Rock* and *Little Fires Everywhere* as Hulu Originals

Hulu has expanded its slate of critically-acclaimed original series with new series orders for *Four Weddings and a Funeral* and *Ramy*, which join upcoming Hulu Originals *Castle Rock*, Hulu's second project from J.J. Abrams and Stephen King set to premiere on July 25; *Catch-22*, from George Clooney and starring Kyle Chandler; *The First*, from Beau Willimon and starring Sean Penn; and *Little Fires Everywhere*, from Reese Witherspoon and Kerry Washington, based on the acclaimed novel of the same name.

Today, the company confirmed an order for *Four Weddings and a Funeral*, a limited series written and executive produced by Mindy Kaling and Matt Warburton, inspired by the 1994 British romantic comedy film. The series will follow a group of friends as their lives intersect through five events. Kaling and Warburton – who teamed up together for *The Mindy Project* – will executive produce alongside Jonathan Prince, Howard Klein (3 Arts), Tim Bevan and Eric Fellner (Working Title).

The series comes to Hulu from MGM Television and Universal Television, with MGM serving as the lead studio, and marks Mindy Kaling's second original series with Hulu following *The Mindy Project*. The project marks the second project with MGM Television following *The Handmaid's Tale* and its third project with Universal Television following *The Path* and *The Mindy Project*.

Hulu has also given a series order to *Ramy*, a groundbreaking comedy series based on the real-life experiences and comedy of Ramy Youssef. The series takes viewers into the world of Ramy, a first generation American Muslim who is on a spiritual journey in his politically-divided New Jersey neighborhood. *Ramy* will bring a new perspective to the screen as it explores the challenges of what

it's like being caught in between an Egyptian community that thinks life is moral a test, and a millennial generation that thinks life has no consequences.

Ramy is written, executive produced, created by and starring Ramy Youssef, and executive produced by Jerrod Carmichael, co-creators Ari Katcher and Ryan Welch as well as A24's Ravi Nandan. The series marks the first original series order for Hulu from A24, an award winning New York-based media company focused on the distribution, financing, development and production of television and feature film projects.

Hulu and Blumhouse Television Reveal *Into The Dark* Year-Round Horror Event Series

In partnership with Blumhouse Television, Hulu unveiled *Into The Dark*, a brand new horror event series from prolific, award-winning producer, Jason Blum's independent TV studio. The series will include 12 standalone super-sized episodes, with a new installment released on the first Friday of every month throughout the year. Each episode is inspired by a holiday from the month of its release, but all will feature Blumhouse's signature genre/thriller spin on the story. Blumhouse Television, drawing on its deep talent relationships, is working with a broad section of filmmakers, creators and actors to bring this unique, first-of-its-kind series to Hulu audiences.

The first story, *The Body*, premieres on Friday, October 5. Set in the selfie culture of Los Angeles on Halloween night, *The Body* follows a sophisticated, overconfident hitman who always carries out his work in style. He decides to take things even further one day by transporting his latest victim in plain sight, correctly assuming that self-absorbed LA partiers will simply be enamored with his elaborate

“costume.” Eventually, as his window of opportunity to dispose of the body begins to close, Wilkes’ true colors reveal themselves to some groupies that have latched on to him. It becomes a battle of will and wits.

Based on a short film of the same name, *The Body* will be directed by Paul Davis and will star Tom Bateman (*Murder on the Orient Express, Vanity Fair*) as Wilkes, the suave, professional hitman, and Rebecca Rittenhouse (*The Mindy Project, Blood & Oil*) as Maggie, a feisty, whip-smart, woman who becomes captivated by Wilkes the more she learns of his real profession. Aurora Perrineau (Blumhouse’s *Truth or Dare*) plays Dorothy, who uses her cynicism and resourcefulness to try to outwit Wilkes. She is joined by David Hull (*Crazy Ex-Girlfriend, Insecure*) as Allan, and Ray Santiago (*Ash vs Evil Dead, Meet the Fockers, In Time*) as Jack — both are Hollywood and Internet wannabes whose cluelessness complicates the evening time and again. The script was co-written by Paul Fisher, who will also serve as a producer on the project, and Davis. Alexa Faigen (*Safe House, Love Happens*) is executive producing for Blumhouse.

Into the Dark’s second installment, to be released on Friday, November 2, will be *Flesh & Blood*, directed by Patrick Lussier (*My Bloody Valentine, Dracula 2000*). Dermot Mulroney (*August: Osage County, Shameless, The Wedding Date*) stars as Henry, a doting father trying to help his daughter, Kimberly, a teenager suffering from agoraphobia, who has not left the house since her mother’s still-unsolved murder. Kimberly is played by newcomer Diana Silvers, and Tembi Locke (*Dumb and Dumber To, Eureka*) plays her therapist. Set on the eve of Thanksgiving a year after her mother’s death, Kimberly begins to suspect that she is in danger in the home, but she can’t leave and doesn’t know who she can trust.

The Handmaid's Tale Renewed for Season Three

Following its record-breaking season two premiere last week — which has already doubled its audience versus season one — Hulu has renewed the Emmy and Golden Globe Award-winning series *The Handmaid's Tale* for a third season.

Since its premiere in April 2017, *The Handmaid's Tale* has gone on to become the first series ever on a streaming video on-demand service to take both the Golden Globe and Emmy Award for Best Drama Series. *The Handmaid's Tale* is an eight-time Emmy Award-winning drama series and has garnered more than 30 prestigious awards to date, including a 2018 Peabody Award.

Based on the award-winning, best-selling novel of the same name by Margaret Atwood, *The Handmaid's Tale* became the most-viewed series debut on Hulu ever in its first week and has drawn acclaim from both fans and critics since its series premiere. Starring Elisabeth Moss, Joseph Fiennes, Yvonne Strahovski, Alexis Bledel, Madeline Brewer, Ann Dowd, O-T Fagbenle, Max Minghella, Samira Wiley, and Amanda Brugel, the series is created for television by Bruce Miller, who serves as the series' showrunner. *The Handmaid's Tale* is executive produced by Miller, Warren Littlefield, Daniel Wilson, Fran Sears, Ilene Chaiken and Elisabeth Moss. Margaret Atwood serves as a co-executive producer for season three of the series.

Hulu Continues Adding the Best of TV With Exclusive SVOD Deal For Broadcast's No. 1 New

Under a new agreement with Sony Pictures Television, Hulu is now the exclusive SVOD streaming home to ABC's hit drama series *The Good Doctor*. The complete first season of the series is now available on Hulu, and future episodes will become available the day after their original broadcast on ABC. Following last year's acquisition of NBC's *This Is Us*, this marks the second consecutive year Hulu has secured exclusive SVOD rights to broadcast's #1 new drama.

The Good Doctor – which just wrapped up its first season – was recently renewed for a second season following a breakout premiere. The series has become ABC's most watched freshman series in 13 years and delivered triple-digit year-over-year time period increases to Monday's 10 o'clock hour for ABC in Total Viewers (+172%) and Adults 18-49 (+162%).

The series stars Freddie Highmore, Antonia Thomas, Nicholas Gonzalez, Chuku Modu, Beau Garrett, Hill Harper, Richard Schiff and Tamlyn Tomita. The series is from Sony Pictures Television and ABC Studios. David Shore is writer and executive producer. Daniel Dae Kim, David Kim, Seth Gordon and Sebastian Lee are also executive producers.

The Good Doctor joins a growing list of hit ABC series now streaming exclusively on Hulu in SVOD, including Sony Pictures Television's *The Goldbergs*.

Hulu Strikes Its Largest Kids & Family Licensing Deal to Date in First-Ever Agreement with

DreamWorks Animation

Hulu today announced its first-ever multi-year deal with DreamWorks Animation, making Hulu the exclusive streaming home to future slates of DreamWorks Animation feature films, as well as iconic DreamWorks library films. In addition, Hulu will work with DreamWorks Animation Television to develop original kids & family series for exclusive streaming based on the company's popular franchises and upcoming feature films. This marks the first time Hulu has partnered with a major studio in a multi-series commitment to debut original kids & family content.

Through the deal, Hulu will become the exclusive U.S. streaming home to future theatrical releases from the studio beginning in 2019, including upcoming franchise films *How to Train Your Dragon: The Hidden World*, *The Boss Baby 2* and *Trolls 2*, in the pay one window. It will also expand Hulu's film offering in the coming years with a catalog of popular library films from the studio including *Shrek*, *Shrek 2* and *Shark Tale*, the first time DreamWorks Animation titles will become available to stream on Hulu.

As part of Hulu's commitment to expanding its library with family programming, the deal also makes Hulu the home to a slate of new, original series inspired by characters from DreamWorks' hit franchises and upcoming feature films. DreamWorks Animation Television will develop and produce the series, which will debut on Hulu beginning in 2020.

Hulu To Introduce Advertising in Live TV

Case 1:21-cv-00021-MLB Document 1-1 Filed 01/04/21 Page 53 of 235

Beginning later this quarter, Hulu will begin offering dynamically inserted advertising within its Hulu With Live TV product. This will allow brands to reach Hulu’s young and engaged audience in its live sports, news and entertainment programming. This capability will be introduced across select cable networks and roll out onto additional live content over the coming months.

Hulu to Launch the Industry’s First Ad-Supported Downloadable Content Experience

Today, Hulu announced its plans to become the first company to offer a downloadable content experience with opportunities for advertisers. The new feature will make it possible for subscribers to access their favorite shows and movies on the go, with no internet connection required, and will give advertisers the opportunity to reach their target audiences in a viewing experience never before available to advertisers.

“Our launch of the industry’s first ad-supported downloadable content experience is yet another example of how Hulu is innovating viewer-first ad solutions to drive powerful results for brands” said Peter Naylor, SVP of Advertising Sales at Hulu. “With downloadable content, we’re offering brands more ways to connect with engaged viewers who love the experience of watching television, wherever they may be.”

The experience will launch on Hulu during the 2018-19 upfront season.

Hulu Establishes Digital Ad Ratings as the New Currency for Advertisers

Today, Hulu revealed that Nielsen Digital Ad Ratings (DAR) for OTT is now its currency of business across the platform. Advertisers can use DAR to measure, guarantee and report campaign audience delivery across all desktop, mobile and connected devices, providing vital insight into viewership on the platform. With 78% of Hulu viewing taking place in the living room, DAR provides accurate, holistic measurement for everyone watching.

Hulu Doubles Down on Driving Business Outcomes, Expands Suite of Sales Effectiveness Tools

As part of Hulu's efforts to offer advertisers more ways to prove business outcomes, Hulu announced it has expanded its suite of sales effectiveness tools with four new partnerships.

Hulu will now offer attribution across the auto and retail categories working with IHS Markit for Polk Campaign Measurement Solutions and Nielsen Buyer Insights, respectively. In addition, Hulu announced an expanded offering for CPG brands with the help of IRI's attribution solution.

And in partnership with Experian, Hulu will offer advertisers the ability to enhance their CRM data with Hulu's first-party data to deliver better insight into sales growth on the platform.

About Hulu

Hulu is a leading premium streaming service that offers instant access to live and on demand

channels, original series and films, and a premium library of TV and movies to more than 20 million subscribers in the U.S. Since its launch in 2008, Hulu has consistently been at the forefront of entertainment and technology. Hulu is the only streaming service that offers both ad-supported and commercial-free current season shows from the largest U.S. broadcast networks; libraries of hit TV series and films; and acclaimed Hulu Originals including Emmy® and Golden Globe Award-winning series *The Handmaid's Tale*, *The Looming Tower*, *Future Man*, *Marvel's Runaways*, *The Path*, *11.22.63*, and Golden Globe nominated comedy *Casual*, as well as upcoming series *Castle Rock*, *The First*, *Catch-22* and *Little Fires Everywhere*. In 2017, Hulu added live news, entertainment and sports from 21st Century Fox, The Walt Disney Company, NBCUniversal, CBS Corporation, The CW, Turner Networks, A+E Networks and Scripps Networks Interactive to its offerings – making it the only TV service that brings together live, on-demand, originals, and library content all in one place, across living room and mobile devices.



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Description Of Methodology (DOM)

JOBS

- Positions
- Hulugan Life
- What Defines Hulu
- Employee Verification

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- Tumblr
- YouTube
- Instagram
- Google+

PRESS

- Originals
- News
- Schedule
- Press Site Terms

LEGAL

- About Ads
- Hulu.com Terms
- Privacy Policy
- © 2017 Hulu

Exhibit C

NETFLIX

Member Sign In

(<https://www.netflix.com/Login?>

(<https://www.netflix.com/>)

Help Center (/en) > [How does Netflix work?](https://help.netflix.com/en/node/412)

Start Your Free Month

(<https://www.netflix.com/getStarted>)

How does Netflix work?
(<https://help.netflix.com/en/node/412>)



What is Netflix?

Netflix is a streaming service that allows our customers to watch a wide variety of award-winning TV shows, movies, documentaries, and more (<https://media.netflix.com/>) on thousands of internet-connected devices (<http://devices.netflix.com/>). With Netflix, you can enjoy unlimited viewing of our content without having to watch a single commercial. There's always something new to discover, and more TV shows and movies are added every month!



Free Trial

Try us free (<https://netflix.com/getstarted>) for 1 month!* If you enjoy your Netflix trial, do nothing and your membership will automatically continue for as long as you choose to remain a member.

Netflix membership is a month-to-month subscription that begins on the date you sign up. No contract, no cancellation fees, no commitment. Cancel online anytime (<https://help.netflix.com/en/node/407>), 24 hours a day.

*Free trial availability varies by region.



Membership

Pick your price, pick your plan! Netflix offers 3 membership plans (<https://www.netflix.com/getstarted/>) to suit your needs. Your plan will determine how many people can stream Netflix content at once, and whether you can view in Standard Definition (SD), High Definition (HD), or Ultra High Definition (UHD).

- **Basic Plan:** 1 screen plan SD (watch on 1 screen at a time, Standard Definition)
- **Standard Plan:** 2 screen plan HD (watch on 2 screens at the same time, High Definition when available)
- **Premium Plan:** 4 screen plan HD/UHD 4K (watch on 4 screens at the same time, includes High Definition and Ultra High Definition when available)
- **DVD Plan (only available in the US):** US customers can sign up for a DVD-only plan (<http://dvd.netflix.com/>), or add DVDs (<https://help.netflix.com/en/node/22>) to their current streaming plan.

The first month is free for new members. If you choose to remain a member of Netflix, you'll be billed once a month on the date that you originally signed up. For more info, learn how Netflix charges your account (<https://help.netflix.com/en/node/27>).

You can change or upgrade your plan (<https://help.netflix.com/en/node/22>) anytime from your Account (<https://www.netflix.com/YourAccount>) page.



TV Shows & Movies

In over 190 countries (<https://help.netflix.com/en/node/14164>), Netflix members get instant access to great content. Netflix has an extensive global content library featuring award-winning Netflix originals, feature films, documentaries, TV shows, and more (<https://media.netflix.com/>). Netflix content will vary by region, and may change over time.

The more you watch, the better Netflix gets at recommending TV shows and movies you'll love.

You can play, pause, and resume watching, all without commercials or commitments.

Plus, you can download your favorite shows (<https://help.netflix.com/en/node/54816>) to your iOS or Android mobile device, or Windows 10 app. With downloads, you can watch while you're on the go and without an internet connection. Go ahead, binge a little!



Streaming Devices

Watch anywhere, anytime, on thousands of devices. Netflix streaming software allows you to instantly watch content from Netflix through any internet-connected device (<https://devices.netflix.com/>) that offers the Netflix app, including smart TVs, game consoles, streaming media players, smartphones, and tablets. View our [Internet Speed Recommendations](#) (<https://help.netflix.com/en/node/306>) to achieve the best performance. You can also stream Netflix directly from your computer or laptop. We recommend reviewing the [System Requirements](#) (<https://help.netflix.com/en/node/23742>) for web browser compatibility.

The Netflix app may come pre-loaded on certain devices, or users may need to download the Netflix app onto their device. Netflix app functionality may differ between devices. See our [Terms of Use](#) for limitations and usage.

Need help getting set up? Search our [Help Center](#) (<https://help.netflix.com/>) for the manufacturer of the device you're using.



Get Started!

Follow these easy steps to start watching Netflix today:

1. Choose the membership plan (<https://www.netflix.com/getstarted/>) that's right for you.
2. Create an account by entering your email address and creating a password.

3. Enter a payment method so you don't miss a single episode when your free trial ends.
4. That's it. Stream on!

You can cancel your free trial at any time during your first 30 days and never be charged. If you choose not to cancel, your account will not be charged until your free trial ends. We'll send you a reminder email three days before your free trial ends to ensure you're still enjoying Netflix.

As a member of Netflix, you'll be billed once a month (<https://help.netflix.com/en/node/27>) on the date you originally signed up. If you decide Netflix isn't for you, you always have the option to cancel online (<https://help.netflix.com/en/node/407>), anytime.

[Back to Home \(https://help.netflix.com/\)](https://help.netflix.com/)

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YES

NO



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English



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[Privacy \(/legal/privacy\)](/legal/privacy)

[Cookie Preferences \(/legal/privacy#cookies\)](/legal/privacy#cookies)

[Corporate Information \(/support/2101\)](/support/2101)

Exhibit D



DISH Anywhere App Upgraded, Includes On Demand Access and Social Sharing Features for iPhone and Android Devices

Access On Demand titles through DISH Anywhere app on iPhones, Android phones and tablets, in addition to iPad

New social sharing features enable customers to share their mobile viewing experiences on Facebook and Twitter, while other enhancements improve on-the-go functionality

ENGLEWOOD, Colo.-- Available today, DISH announced several enhancements to its DISH Anywhere™ mobile app, including access to On Demand programming on Android (4.0 and higher) and Apple iOS (5.0 and higher) mobile devices. All DISH customers can access On Demand content associated with their programming package regardless of their set-top box model. The update also includes DISH Anywhere integration with Twitter and Facebook, giving consumers the ability to share their viewing experiences.

To meet the growing trend of customers taking their TV shows on the go, DISH expanded access to its On Demand library to include iPhone and Android phones and tablets, a feature previously available only on the iPad. On Demand access brings viewers thousands of titles from a variety of networks that can be watched anywhere customers have

“The ability to watch TV anywhere is only as meaningful as the shows you can view”

an Internet connection. Since its launch in January, DISH Anywhere has transformed the ability of viewers to watch live and recorded programming anytime, anywhere.

“The ability to watch TV anywhere is only as meaningful as the shows you can view,” said Vivek Khemka, senior vice president of product at DISH. “By adding access to On Demand programming on iPhones and Android devices, only DISH gives customers the power to view all their shows, including live TV, DVR recordings and On Demand, at no extra cost.” (Remote viewing of live TV and DVR recordings requires a broadband-connected Sling-enabled DVR).

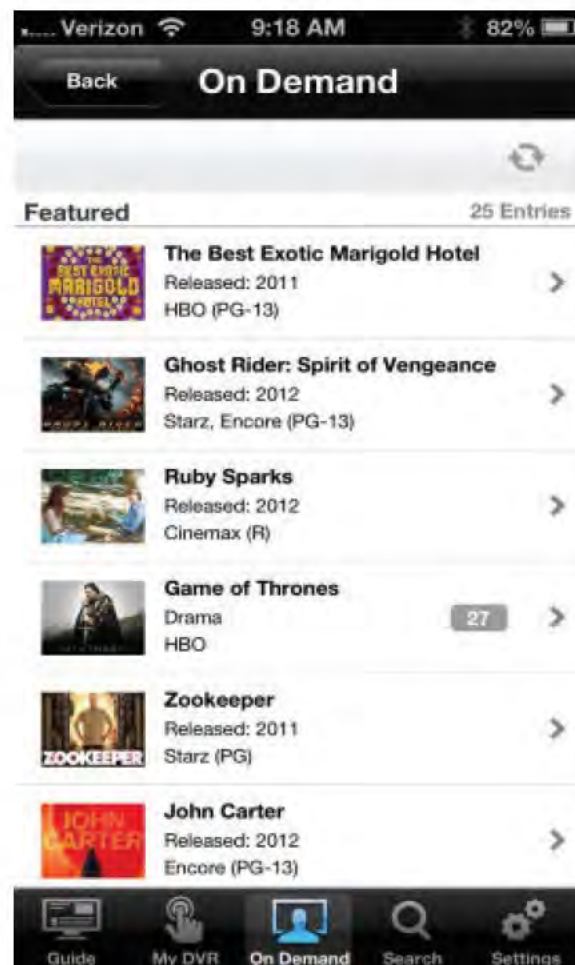
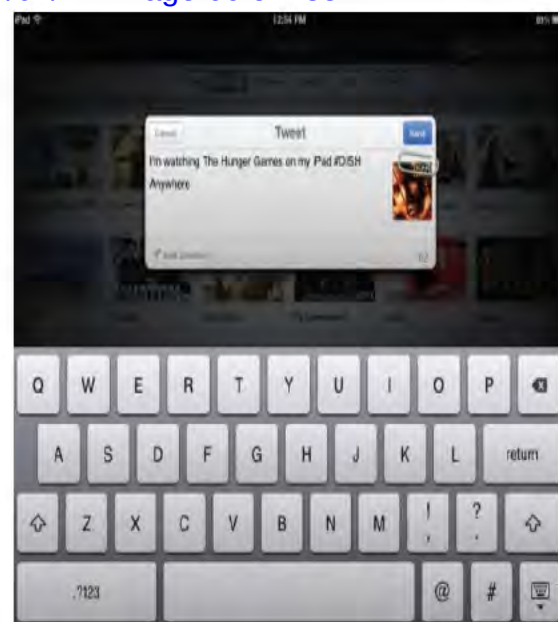
The app enhancements also allow users to instantly share their mobile viewing experiences on social networks. The new social networking feature enables viewers to post what they are watching in real-time on Facebook and Twitter. Consumers can create personalized comments to share with friends and family or, for quicker and easier postings, use hashtags and words already populated by the app.

Additionally, DISH Anywhere users can take advantage of the new “Audio Only” mode, allowing them to listen to any live or pre-recorded show while doing other activities like driving or interacting with other apps on their device.

Existing viewing features of the DISH Anywhere mobile app include the ability to watch live TV channels in a user’s programming package via Sling technology, access their personal DVR and view up to eight days of network programming via PrimeTime Anytime. DISH Anywhere DVR management features include the ability to search for programs via the guide or use keywords, schedule recordings from the app, manage recording conflicts and delete recorded shows.

About DISH

DISH Network Corporation (NASDAQ: DISH), through its subsidiary DISH Network L.L.C., provides approximately





14.092 million satellite TV customers, as of March 31, 2013, with the highest quality programming and technology with the most choices at the best value, including HD Free for Life®. Subscribers enjoy the largest high definition line-up with more than 200 national HD channels, the most international channels, and award-winning HD and DVR technology. DISH Network Corporation's subsidiary, Blockbuster L.L.C., delivers family entertainment to millions of customers around the world. DISH Network Corporation is a Fortune 200 company. Visit www.dish.com.



Photos/Multimedia Gallery

Available: <http://www.businesswire.com/multimedia/home/20130520005531/en/>

Contact:

DISH Network Corporation
John Tagle, 303-723-3348
john.tagle@dish.com



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DishLATINO

DISH for Business

DISH International

DISH Media

DISH High-Speed Internet

Sling TV

Sling TV Newsroom

Air TV

OnTech Smart Services



Exhibit E

Showing Content for MO | [Change your ZIP Code](#)

Watch DIRECTV before your installation

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Business

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As soon as you complete your DIRECTV order, you'll be able to stream live and On Demand content from the channels included in your package on any device.

INSTRUCTIONS & INFO

Watch DIRECTV immediately

Ready to catch the latest episode of your favorite show before your DIRECTV service is even installed? You can stream content on your computer, smartphone, or tablet.

Watch DIRECTV on your computer

Stream DIRECTV content from the DIRECTV entertainment site to your Mac or PC:

1. Sign in to [DIRECTV entertainment](#) with your ID.
2. Select Watch Online.
3. Browse available DIRECTV programming and make your selection.

Watch DIRECTV from any device

You can also watch DIRECTV from any device, such as a smartphone or tablet.

1. Go to [Account overview](#) > My DIRECTV.
2. Select Start watching now.
3. Select Watch Online.
4. Once you've found the title you want to watch, select the title and follow the prompts to start watching.



DIRECTV app

You should also download the DIRECTV app from [iTunes](#) or [Google](#). The DIRECTV app brings you thousands of movies and shows, including new releases on DIRECTV CINEMA and premium channels like HBO, Cinemax, SHOWTIME, and more.

Device requirements for the DIRECTV app include:

- iPhone, iPad, and iPod Touch (iOS 9 and above)
- Android Phone and Android Tablet (OS 5.0 and above)
- Kindle Fire HD and Kindle Fire HDX (4th generation and above)

Note: Your access to streaming content before your installation date will remain active for 14 days. If your receivers are not installed within that period of time, your access will be suspended until DIRECTV is installed. Additionally, please note that you will not be able to record shows or order Pay Per View programming.

[Show less](#)

Did you get the help you needed?

Yes	No
---------------------	--------------------

Looking for more info?

[Prepare for your installation](#)

[Get the DIRECTV App to watch TV anywhere](#)

[Landlord Approval Letter for DIRECTV](#)

Additional help

Community discussion

Check out the DIRECTV Forum

Ask questions. Get answer. Post advice. Help other customers. [Go to discussion](#)

How can The Community help you today?

Search the forums

Advertisement



Find a store

Make a store appointment

Coverage maps

Learn about 5G

About AT&T

Contact us

Feedback

Ver en español

.s10{fill:#1d2329}

TechBuzz blog

Community forums

Legal policy center

Your privacy center

Terms of use

Broadband details

Advertising choices

Accessibility

Site map

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```

.s10{fill:#1d2329}
.s11{fill-
rule:evenodd;clip-
rule:evenodd;fill:#FFFFFF;}
.s12{mask:url(#b_1_);}
.s13{fill-
rule:evenodd;clip-
rule:evenodd;}

```

Exhibit F

Support > DIRECTV > ... > ...

Showing info for MO | [Change](#)

DIRECTV Everywhere streaming

Take your DIRECTV with you and learn how to stream on your computer or mobile device.

Support

Account

Business

Feedback

Watch live channels and recorded shows anywhere

It's easy to view live TV and on demand shows in your home or on the go. Choose from hundreds of TV channels and over 50,000 movies and shows.

[Go to solution](#)

Get the DIRECTV App to watch TV anywhere

Use the DIRECTV App on your mobile device to stream TV, movies, or shows on your DVR playlist.

[Go to solution](#)

Stream digital content from your favorite networks

Want more ways to watch online content? Many of the networks that come with your DIRECTV package offer streaming directly from their mobile apps and websites.

[Go to solution](#)

Watch DIRECTV on your computer

Away from home? No problem. Catch all your DIRECTV favorites anywhere with a computer and an internet connection.

[Go to solution](#)

Troubleshoot directv.com streaming issues

Having streaming problems on directv.com? Find out how to fix them.

[Go to solution](#)

Watch local network stations with Distant Network Service (DNS)

Distant Network Service (DNS) lets you to watch ABC, CBS, FOX and NBC channels from New York or Los Angeles.

[Go to solution](#)

Learn about changes to the DIRECTV App

Find out what's changing in the DIRECTV App.

Go to solution 

More support

Watch TV online

Sign in to watch TV from your computer, smartphone or tablet.

 [Sign in](#)

DIRECTV Community Forum

Get helpful DIRECTV advice from expert users and other customers.

 [Go](#)



Check out the latest AT&T deals and promotional offers.

Advertisement



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.s10{fill:#1d2329}

[TechBuzz blog](#)

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[Legal policy center](#) [Your privacy center](#) [Terms of use](#) [Broadband details](#) [Advertising choices](#) [Accessibility](#) [Site map](#)

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```

.s10{fill:#1d2329}
.s11{fill-
rule evenodd;clip-
rule evenodd;fill #FFFFFF;}
.s12{mask url(#b_1_);}
.s13{fill-
rule evenodd;clip-
rule evenodd;}

```


Exhibit G

Search Movies, Shows, Products, Support

1-888-777-2454

Turn up your entertainment

- Watch live and on demand anytime, anywhere*
- Record over 200 hours to watch on your schedule
- Get 99% reliability

Based on nationwide study of representative cities.

STARTING AT

\$59⁹⁹ /mo.
Plus taxes for 12 mos.

w/24-mo. agmt. AutoPay & paperless bill req'd.
Prices higher in 2nd year. Regional Sports Fee up to \$8.49/mo. is extra & applies to CHOICE Pkg and above.
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Get the ultimate entertainment experience on the #1 satellite service in the country¹

Switch today and see why DIRECTV has rated higher in customer satisfaction than Cable for 18 years in a row.² Pick your perfect package and enjoy live TV and 50,000 shows and movies On Demand on up to 5 screens at once—anytime, anywhere—on the DIRECTV app.³

¹ Based on U.S. satellite subscriber data as of 2Q 2018.

² As compared to other major subscription TV cable providers. Claim based on 2001-2018 ACSI surveys of customers rating their own TV provider's performance. No major subscription cable TV provider ranked higher than DIRECTV.

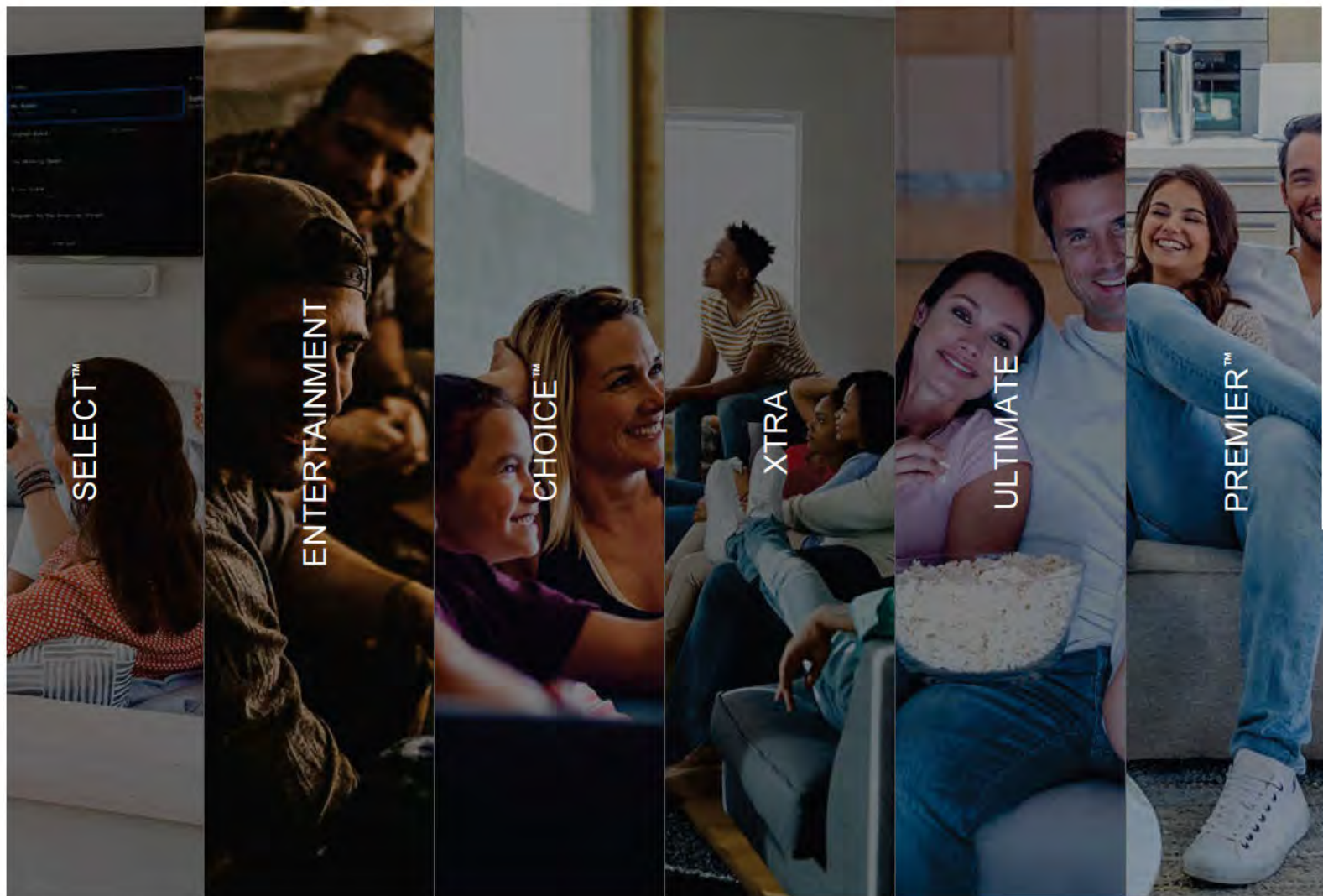
³ **DIRECTV App & Mobile DVR Available only in the US. (excl Puerto Rico and U.S.V.I.)**. Req's compatible device. Live streaming channels based on your TV pkg & location. Not all channels available to stream out of home. To watch recorded shows on the go, must download to mobile device using Genie HD DVR model HR 44 or higher connected to home WiFi network. Rewind and fast-forward may not work. **Limits** Mature, music, pay-per-view and some On Demand content is not available for downloading. 5 shows on 5 devices at once. All functions and programming subject to change at any time.

[Shop now](#)

[Compare packages](#)

Explore TV packages

Discover more about each package and see which one is right for you



DIRECTV OFFERS REQUIRE 24-MO. TV AGREEMENT. \$19.95 ACTIVATION, EARLY TERMINATION FEE OF \$20/MO. FOR EACH MONTH REMAINING ON AGMT., EQUIPMENT -RETURN & ADD'L FEES APPLY. Price incl. TV Pkg., monthly service and equip. fees for 1 HD DVR & is after \$5/mo. AutoPay/Paperless bill discount for 12 mos. New approved ential customers only (equipment lease req'd). Credit card req'd (except MA & PA). Restr's apply.

HBO® CINEMAX SHOWTIME STARZ ePIX

We'll include HBO®, SHOWTIME®, Cinemax®, STARZ® and EPIX® for the first 3 months.

w/24-mo. agmt. AutoPay & paperless bill req'd. Prices higher in 2nd year. Regional Sports Fee up to \$8.49/mo. is extra & applies to CHOICE Pkg and above. HBO®, SHOWTIME®, Cinemax®, STARZ® and EPIX® auto-renew after 3 months at then prevailing rate (currently \$59.98/mo.), unless you call to change or cancel.











Compare TV lineups

DIRECTV gives you sports, news, shows, and movies for the whole family, with the powerful Genie® HD DVR to deliver it all.

 Shop now	SELECT™ 155+ CHANNELS \$59.99/mo. plus taxes <small>For 12 months w/24-mo. agmt. AutoPay & Paperless bill req'd. \$81/mo. in months 13-24 (subject to change).</small>	ENTERTAINMENT 160+ CHANNELS \$64.99/mo. plus taxes <small>For 12 months w/24-mo. agmt. AutoPay & Paperless bill req'd. \$93/mo. in months 13-24 (subject to change).</small>	CHOICE™ 185+ CHANNELS \$69.99/mo. plus taxes and Regional Sports Fee <small>For 12 months w/24-mo. agmt. AutoPay & Paperless bill req'd. \$110/mo. in months 13-24 (subject to change). Regional Sports Fee up to \$2.49/mo. is extra & applies in select markets.</small>	XTRA 235+ CHANNELS \$79.99/mo. plus taxes and Regional Sports Fee <small>For 12 months w/24-mo. agmt. AutoPay & Paperless bill req'd. \$124/mo. in months 13-24 (subject to change). Regional Sports Fee up to \$6.49/mo. is extra & applies in select markets.</small>	ULTIMATE 250+ CHANNELS \$84.99/mo. plus taxes and Regional Sports Fee <small>For 12 months w/24-mo. agmt. AutoPay & Paperless bill req'd. \$135/mo. in months 13-24 (subject to change). Regional Sports Fee up to \$8.49/mo. is extra & applies in select markets.</small>	PREMIER™ 330+ CHANNELS \$134.99/mo. plus taxes and Regional Sports Fee <small>For 12 months w/24-mo. agmt. AutoPay & Paperless bill req'd. \$189/mo. in months 13-24 (subject to change). Regional Sports Fee up to \$8.49/mo. is extra & applies in select markets.</small>
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All DIRECTV offers require 24-mo. TV agreement. \$19.95 ACTIVATION, EARLY TERMINATION FEE OF \$20/MO. FOR EACH MONTH REMAINING ON AGMT., EQUIPMENT NON-RETURN & ADD'L FEES APPLY. Price incl. TV Pkg., monthly service and equip. fees for 1 HD DVR & is after \$5/mo. AutoPay & Paperless bill discount for 12 mo. New approved residential customers only (equipment lease req'd). Credit card req'd (except MA & PA). Restr's apply.

Popularity
A-Z

 HBO View all 10 HBO channels	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	<input type="checkbox"/>
 STARZ View all 7 STARZ channels	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	<input type="checkbox"/>
 SHOWTIME View all 8 SHOWTIME channels	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	<input type="checkbox"/>
 Cinemax View all 8 Cinemax channels	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	First 3 months at NO EXTRA COST	<input type="checkbox"/>
 Nickelodeon HD East	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Cartoon Network East HD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 USA HD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Fox News Channel HD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 TNT HD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
That's not all! See the full list of channels included in SELECT through PREMIER View						
 ESPN HD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ESPN2 HD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOX Sports 1 HD		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

That's not all! See the full list of channels included in ENTERTAINMENT through PREMIER









	NFL SUNDAY TICKET MAX			2019 SEASON at no extra cost	2019 SEASON at no extra cost	2019 SEASON at no extra cost	2019 SEASON at no extra cost
	LMN HD				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Travel Channel HD			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	GSN			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Science HD			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	The Weather Channel HD			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

That's not all! See the full list of channels included in CHOICE through PREMIER

	WGN America HD			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	VICELAND HD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	FXX HD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Universal Kids HD				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	American Heroes Channel				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Oxygen				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

That's not all! See the full list of channels included in XTRA through PREMIER

	ENCORE					<input type="checkbox"/>	<input type="checkbox"/>
View all 8 ENCORE channels 							
	Boomerang	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	El Rey HD					<input type="checkbox"/>	<input type="checkbox"/>
	THE MOVIE CHANNEL EAST HD					<input type="checkbox"/>	<input type="checkbox"/>
	THE MOVIE CHANNEL WEST					<input type="checkbox"/>	<input type="checkbox"/>

	CWBY					<input type="checkbox"/>	<input type="checkbox"/>
	Univision Deportes Network					<input type="checkbox"/>	<input type="checkbox"/>
Channels included in ULTIMATE through PREMIER							
	Outdoor Channel						<input type="checkbox"/>
	Eleven Sports Network						<input type="checkbox"/>
	ESPN Classic						<input type="checkbox"/>
	ESPN Buzzer Beater HD						<input type="checkbox"/>
	Flix						<input type="checkbox"/>
	THE MOVIE CHANNEL XTRA EAST HD						<input type="checkbox"/>
Channels included in PREMIER							

[Shop now](#)

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All DIRECTV offers require 24-mo. TV agreement. \$19.95 ACTIVATION, EARLY TERMINATION FEE OF \$20/MO. FOR EACH MONTH REMAINING ON AGMT., EQUIPMENT NON-RETURN & ADD'L FEES APPLY. Price incl. TV Pkg., monthly service and equip. fees for 1 HD DVR & is after \$5/mo. AutoPay & Paperless bill discount for 12 mo. New approved residential customers only (equipment lease req'd). Credit card req'd (except MA & PA). Restr's apply.

1-YR ALL INCLUDED OFFERS Ends 1/19/20. Available only in the U.S. (excludes Puerto Rico and U.S.V.I.). Pricing for first 12 mos. only. After 12 mos. or loss of eligibility, then prevailing rate applies (currently \$81/mo for SELECT All Included; \$93/mo for ENTERTAINMENT All Included; \$110/mo for CHOICE All Included; \$124/mo for XTRA All Included; \$135/mo for ULTIMATE All Included; \$189/mo for PREMIER All Included), unless cancelled or changed prior to end of the promo period. Pricing subj to change. \$5/mo. autopay/paperless bill discount Must enroll in autopay & paperless bill within 30 days of TV activation to receive bill credit starting in 1-3 bill cycles. First time credit will include all credits earned since meeting offer requirements. Must maintain autopay/paperless bill and valid email address to continue credits. No credits in 2nd year for autopay/paperless bill. \$10/mo. bundle discount Internet: Reqs new (min. \$40/mo plus taxes and \$10/mo. equip. fee) or existing svc. Excludes DSL. 12-mo. agmt req'd for new customers. Prorated ETF (up to \$180) and Equipment Non-Return fees apply. Wireless: Consumers only. Sold separately. Reqs new (min. \$50/mo after discounts) or existing AT&T postpaid svc on elig. plan (excl. Lifeline) on a smartphone, phone or AT&T Wireless Internet device (excl. voice-only AT&T Wireless Internet). Both svcs: Eligible svc must be installed/activated w/in 30 days of TV activation and svc addresses must match to receive bill credit starting in 1-3 bill cycles. First time credit will include all credits earned since meeting offer requirements. Must maintain both qualifying svcs to continue credits. No credits in 2nd year for bundled services. Includes All Included TV Pkg, monthly service & equipment fees for one Genie HD DVR, and standard pro installation. **Additional Fees & Taxes** Price excludes Regional Sports Fee of up to \$8.49/mo. (which is extra & applies to CHOICE and/or MÀS ULTRA and higher Pkgs.), applicable use tax expense surcharge on retail value of installation, custom installation, equipment upgrades/add-ons (min. \$99 one-time & \$7/mo. monthly fees for each extra receiver/DIRECTV Ready TV/Device), and certain other add'l fees & charges. Different offers may apply for eligible multi-dwelling unit and telco customers.

[Additional Details](#)

Get special offers on the channels you love and so much more.

AT&T Services ▶

[AT&T Bundles](#)

[AT&T Wireless](#)

[AT&T Internet](#)

[AT&T TV NOW](#)

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[DIRECTV on Facebook](#)

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[@DIRECTVService](#)

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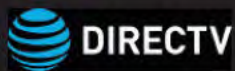
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Get America's #1 Satellite TV w/ more HD, Sports & Customer Satisfaction. DIRECTV (not Direct TV) is now part of AT&T!

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Exhibit H



Sign In
My Account



Call to Order



DIRECTV APP

It's your TV.
Take it with you.

Now the same DIRECTV you watch at home is with you
anywhere.

Enjoy DIRECTV, including your live and recorded shows, anywhere with the app.¹

No additional equipment needed, and at no extra cost.

Download the DIRECTV App.



[See full list of compatible devices ▶](#)



Stream live TV or recorded shows. You're in control.

Stream live or recorded shows.

Now the same DIRECTV that you watch at home, including your live and recorded show, is with you anywhere-no additional equipment needed, at no extra cost.¹

Take recorded shows with you.

Download your home DVR right to your phone and tablet with the DIRECTV App. Watch it anywhere, no Internet connection required.¹

Choose from 20,000 movies and shows.

Catch up on your favorite shows with DIRECTV On Demand or watch the hottest Hollywood hits with DIRECTV CINEMA®, many titles available almost a month before Netflix®.²

Download the DIRECTV App. Today!



DIRECTV App features



Live TV Streaming

Stream live TV on your tablet or phone.²

Content/channels/functionality varies. Data charges may apply.



Download your DVR

Enjoy your playlist on your tablet or phone.²



72 hour Rewind

Watch shows that aired in the last 3 days.

Available on select channels/programs.



Restart

Select the restart icon to start your show over.

Available on select channels/programs. Show must be airing for 2 minutes for Restart to work.



Remote Control³

Pause, rewind, or fast forward recorded shows.



Recently Watched

Watch DIRECTV on Demand titles on one device, pause, and continue on another.

Available on select channels.



Smart Search

Search by actor, director, title and more. Access full cast & crew info.



Parental Controls

Block channels, set rating limits for movies and shows, and hide adult content.



Screen Switch³

Instantly move shows from your mobile device to your TV.



DVR Scheduler⁴

Use your mobile device to schedule a recording on the go.

Top Questions

[DIRECTV App Frequently Asked Questions](#)

General Information How much does the app cost and where do I get it? What devices are supported by...

[I have an Internet-connected Genie \(HR44 or above\) but I don't have access to my DVR Playlist on my app. How do I enable it?](#)

Login to the DIRECTV App while connected to your home Wi-Fi network: Select Playlist from the main...

[How much does the app cost and where do I get it?](#)

The app is included at no extra charge. Apple users can find the DIRECTV App for iPad®, iPhone® and...

[How do I view downloaded programs on my mobile device?](#)

To view downloaded programs on your mobile device, open the DIRECTV App. Press "Watch Your DVR" on...

[See more top questions ▶](#)

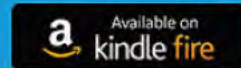
¹ Must have Internet-connected Genie HD DVR model HR44 or higher and compatible mobile device. Rewind and fast forward functionalities may be disabled. App uses location info. Not all channels available. Channels available for live streaming correspond to your package selection and may vary by location. **Limits:** Live streaming from set top box or streaming of recorded content limited to one device at a time. **Download:** To download, must be in-home on same Wi-Fi network connected to DVR. Certain programming, including On Demand and most PPV, cannot be downloaded. Data usage charges may apply to download over in-home Wi-Fi. All functions and programming subject to change at any time. ²Access to available DIRECTV On Demand programming is based on package selection. Actual number of titles will vary. Additional fees apply for new releases. DIRECTV On Demand requires a broadband-connected HD DVR

(HR20 or later) and a DIRECTV CINEMA Connection Kit. Netflix is a registered trademark of Netflix, Inc. Mobile device must be on the same home Wi-Fi network as the HD DVR. ⁴ In rare instances, scheduled recording(s) may not be recognized. Only available on certain receivers.

†Data Free TV: In-App streaming does not count against data allotments for residential TV and select wireless customers with postpaid data service on eligible device. **Not available outside of U.S. Exclusions:** App download, advertisements and non-streaming app activity may incur data usage. Not available on streaming through GenieGO (formerly Nomad), select connected vehicles, prepaid, or to corporate responsibility users lines with a custom access point name. Wireless usage subject to AT&T service terms and network management practices, including speed reduction. **Offer may be modified/discontinued without notice.** [Click here](#) for a list of eligible devices (sold separately).

WIRELESS SVC Terms: Subject to Wireless Customer Agreement (att.com/wca). Service not for resale. **Credit:** approval required. **Deposit:** may be required. Fees, monthly & other charges, speed & other restrictions apply. See att.com/broadbandinfo for AT&T's network management practices. **Pricing, promotions, restrictions & terms subject to change and may be modified, or terminated at any time without notice.** Coverage and services not available everywhere. For full service terms and conditions visit att.com/wirelessterms.

Download the DIRECTV App. Today!



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Exhibit I

The DIRECTV experience

Get our latest tech for the ultimate TV experience.

magn
Create
wi
Sk

Feedback

SHOP NOW

GENIE HD DVR

TV on your own terms

With one Genie HD DVR, the whole family can enjoy their favorite shows—live or recorded—in any

room, at the same time. Record up to 5 shows at once to watch later, so there's less fighting and more watching.

Requires one TV connected to a Genie HD DVR and a Wireless Genie Mini for each additional TV. Limit 3 remote viewings per Genie HD DVR at a time.

[EXPLORE GENIE](#)

DIRECTV APP

Take your TV with you

No need to rush home to catch the latest episode— with the DIRECTV App, you can watch live and on-demand shows, wherever you are. Use Wi-Fi® to download your DVR recordings to your devices at home and watch offline anywhere.

[See details](#)

[LEARN MORE](#)

Take your entertainment further



Crystal clear picture

Enjoy exclusive content in 4K HDR, from original series to travel shows and more *



You're in control

Do more than just point & click with DIRECTV remotes and accessories



Never miss a shot

With Genie Sports, get tune-in info for your favorite teams at the press of a button

*Limited programming available. 4K equipment, minimum programming (SELECT Package or higher), 4K account authorization and professional installation required. Other conditions apply.

Protect your equipment

Get the ultimate coverage for your entire DIRECTV system at home from \$8.99/mo. Plus, get an upgrade to your equipment every 2 years.

Equipment upgrade req's new 24-month agreement

[LEARN MORE](#)

Frequently asked questions

[Collapse all](#)

What is the DIRECTV Genie® HD DVR? How do I get it?

What is DIRECTV Genie? That's simple. DIRECTV Genie, available only from DIRECTV, is a state-of-the-art HD DVR that lets you enjoy full HD DVR service in every room of your home - without needing a separate receiver DVR in every room. In the Genie Whole-Home HD DVR setup, only one of your TVs is directly connected to the DIRECTV Genie DVR, and while each of your additional TVs is connected to the DIRECTV Genie DVR using with either a Genie Mini or Wireless Genie Mini. These are small, convenient boxes that are easy to hide behind your TVs. You can enjoy DIRECTV service and full HD DVR functionality on every one of your TVs in this setup. Other features of DIRECTV Genie include: The ability to record any five shows at the same time, all in HD. So That means no more recording conflicts. A full terabyte of recording capacity, so you don't have

to keep deleting recorded shows you want to keep in order to make room for new ones. **Genie Recommends**, a special feature that recommends shows based on what you already watch and even records them for you, so you can watch them instantly. **RVU** technology, which allows RVU-enabled TVs to be connected to the DIRECTV Genie DVR as additional TVs in your setup without a Genie Mini box. **How to get the DIRECTV Genie DVR:** **New Customers:** To get a DIRECTV Genie HD DVR setup with your DIRECTV service, just select a Genie HD DVR and one Genie Mini for each additional TV when you place your DIRECTV order. **Existing Customers:** Please call 1-800-531-5000.

How long will it take to get my DIRECTV equipment? Is there a fee?

Your installer will deliver your equipment on the scheduled installation date. Installation dates are generally available between 24 and 72 hours of when you place your order. Professional installation is included at no extra cost in most DIRECTV orders.

Do I need additional equipment to connect more than one TV to a Genie® HD DVR? With Whole-Home HD DVR setup, how many TVs can be watched at the same time?

In a Genie® Whole-Home HD DVR setup, you and your family can watch live or recorded programming on four separate TVs at the same time.

You need one Genie Mini or Wireless Genie Mini for each additional TV. These devices are small, convenient, easy-to-hide boxes that serve as remote connections to the Genie HD DVR receiver. So, in a Genie Whole-Home HD DVR setup, one of your TVs is directly connected to the Genie HD DVR and each of your additional TVs is connected to the Genie HD DVR using a Genie Mini. You'll enjoy DIRECTV service and full HD DVR functionality on every one of your connected TVs.

The Genie HD DVR also features built-in RVU technology, which allows DIRECTV Ready TVs to be connected to the Genie HD DVR as additional TVs in your setup without a Genie Mini.

How do I find and record my favorite sports with Genie®?

Find sports with ease using the new Sports feature on Genie. It's an enhanced on-screen guide that aggregates all sport listings up to 14 days in advance, all in one convenient location. You can even "Season Record" your favorite team so you catch their games year after year. Plus, it's customizable so you can keep the events and teams you're interested in at the top. To access the Sports feature, select MENU on your remote, then navigate to Sports with your arrow keys, and hit SELECT.

Can I stream DIRECTV movies and shows on my laptop or mobile device? How do I subscribe?

You don't need a separate subscription to stream your favorite DIRECTV movies and shows. Now you can stream on just about any compatible Internet-connected mobile device you own on the DIRECTV app or directv.com with any DIRECTV package. This includes the latest blockbusters and hottest shows On Demand, and even LIVE TV channels. In addition, you can download your DVR recordings to your devices at home and watch offline anywhere.

If the show is from a network included in your programming package, you can enjoy it at no extra charge. Available channels may also be based on your location, and not all channels are available to stream out of home. However, you'll find that some titles, like the latest On Demand movie releases, do require additional payment.

To stream your favorite movies and shows on the DIRECTV app or directv.com requires a subscription; this service is available at no extra charge to all DIRECTV customers.

Can I set a program to record when I'm away from home?

If you're not at home, but you want to record a show on your DIRECTV HD DVR, you can use the DIRECTV mobile app on your phone or tablet. It's free! To download the DIRECTV app, visit your phone's app store.

The DIRECTV app allows you to:

Search for specific titles.

Browse programs by channel, time, or category.

Get ratings information.

Set your DVR to record programs.

Once you've found the program you're looking for in the DIRECTV mobile app, you can record it by simply tapping the Record button.

What do I need to get DIRECTV HS?

With DIRECTV HD, you have access to the most full-time HD channels on any satellite or cable TV provider, the most movies in 1080p HD (the same stunning picture quality as Blu-ray™), theater-quality Dolby Digital 5.1 Surround Sound, the most sports in HD, and your local channels in HD. Here's what you need:

- **An HD-ready TV.** Buy an HD TV that's capable of displaying at least 720 progressive lines of resolution (720p). For the best HD experience, consider a TV that's capable of 1080p, the same stunning quality as Blu-ray™.
- **An HD-capable receiver.** Upgrade to an HD Receiver or an HD DVR. Depending on your individual equipment/system setup, a \$49 installation fee may apply.
- **Advanced Receiver Service-HD.** Advanced Receiver Service-HD costs \$10 a month and is automatically added to your account when you add your first HD receiver to your cart.

If you're already a DIRECTV customer, you can upgrade to an HD-capable receiver online. Here's how:

- STEP 1** Sign in to your DIRECTV account. **Note:** You can also sign in by placing your mouse over "My Account" above the main navigation. Enter your DIRECTV account username and password and click "Sign In".
- STEP 2** Scroll down to the "Quick Links" section. Click "Add Receivers" under "My Equipment."
- STEP 3** On your "My Equipment page", click "Upgrade/Add Receiver" to order additional

receivers. Select an HD or an HD DVR and click "Add Receiver" to proceed to checkout. Advanced Receiver Service-HD will be automatically added to your cart. Note: If you already have an HD-capable receiver and an HDTV, all you need is Advanced Receiver Service-HD. Activate Advanced Receiver Service-HD online in the "My Services" section on your My Equipment page.

What do I need to watch DIRECTV in 4K?

Here's what you need to enjoy your favorite programming in 4K:

Our latest Genie® HD DVR: Your 4K experience starts with a Genie, our most advanced HD DVR. Model HR54 is required to view 4K Ultra HD channels. Professional installation and 4K account authorization are also required.

A 4K Ultra HD TV: You need a manufacturer-certified DIRECTV 4K Ready TV. If your 4K Ultra HD TV is not DIRECTV Ready, you'll need to connect it to a 4K Genie Mini (Model C61K)3.

ULTIMATE or PREMIER™ TV Package: To enjoy all the DIRECTV 4K features, including the 4K channel, you need to subscribe to either ULTIMATE or PREMIER™ TV package.

My DIRECTV remote control is not working; how do I fix it?

Follow the simple steps below to troubleshoot your DIRECTV Universal Remote Control. Please note: While the DIRECTV Universal Remote is compatible with both non-Genie and Genie Receivers, the Genie Remote only works with Genie Receivers.

Try Solution 1 Check the remote buttons:

STEP 1 Make sure none of the buttons are stuck in the pressed-down position. Remote still not responding?

Try Solution 2 Verify the batteries are working:

STEP 1 Press and hold down the number "1" on your keypad. Make sure you see a solid green LED at the top of the remote.

STEP 2 If you do not see a green light, change the batteries in your remote. Here's how:

- 1 Turn your remote control over and remove the battery cover.
- 2 Insert two new AA batteries and close the battery cover. If possible, use batteries from the same pack.
- 3 Push and hold any button. If you see a solid green light at the top of your remote, that means the batteries are working.
- 4 Press the GUIDE or MENU button on your remote.

Remote still not responding?

Try Solution 3 Make sure your remote is in DIRECTV mode:

STEP 1 At the top of your remote, slide the Mode Switch to DIRECTV mode (all the way to the left).

STEP 2 Press the GUIDE or MENU button on your remote. Make sure the button is not stuck in the pressed-down position.

Remote still not responding?

Try Solution 4 Make sure nothing is blocking the receiver's sensor or the remote's emitter:

STEP 1 Turn your remote control over. Wipe the top with a soft, lint-free cloth.

STEP 2 Wipe the front panel of your receiver.

STEP 3 Press the GUIDE or MENU button on your remote.

Remote still not responding? Try Solution 5

Reset your receiver:

STEP 1 Press and hold the red reset button, which is located on the front or the right side of your receiver. Note: If you cannot locate the red reset button or do not have one, then unplug the receiver's power cord from the electrical outlet and wait 15 seconds before plugging it back in.

Remote still not responding? Please call 1-800-531-5000 for assistance.

Try Solution 6 Replace your remote:

STEP 1 Go to the My Equipment page to order a new white Universal Remote. Note: If you subscribe to the DIRECTV Protection Plan, contact us to arrange a remote replacement. You may also login and check if you have a Protection Plan or see our DIRECTV Protection Plan page to learn more.

How do I connect my Genie® or HD DVR to the Internet?

At-a-Glance Equipment Requirements: A minimum connection speed of 750Kbps (DSL or cable modem) is required. 2Mbps or higher is recommended. A wireless router connected to your home Internet service. If you don't have a wireless router, please schedule a professional installation by calling 1-800-531-5000. Connecting your Genie® or HD DVR to the Internet opens the door to a whole new world of entertainment, like access to thousands of DIRECTV On Demand movies and shows, Pandora Internet Radio, your live and recorded shows (model HR44 and above) on your mobile device, and more. Go to directv.com/getconnected to learn more about all the benefits of Getting Connected. NOTE: You'll need to know what type of Receiver you have. To find your receiver model number, press and hold the INFO button on your remote until the Info & Test screen appears on your TV. You'll find your receiver model number in the "Receiver" line. If you have a DIRECTV Genie HD Receiver (H44, HR34 or above) Press MENU and select the Connect Now menu item, as shown in the image to the right. Follow the onscreen instructions that display on your receiver to connect your receiver to the Internet. If you have a DIRECTV Non-Genie HD Receiver Press MENU, select Settings & Help, and then Settings. Once on the Settings screen, select Internet Setup from the left menu, and follow the onscreen instructions that display on your receiver. Having trouble connecting? If you followed the Get Connected instructions, then tried the troubleshooting steps that display on your receiver, but are experiencing problems getting connected, please call Customer Care at 1-800-531-5000 for help.

Is there an optional warranty available for my DIRECTV equipment?

Yes, we offer three DIRECTV™ PROTECTION PLANS for your equipment:

The basic DIRECTV™ PROTECTION PLAN offers complete DIRECTV® system coverage, so if your receiver or any other DIRECTV equipment stops working as expected, we'll troubleshoot, repair, or replace it. Plus, you'll be eligible for an upgrade to the latest DIRECTV equipment every 2 years.

DIRECTV™ PROTECTION PLAN PREMIER covers everything in the basic plan plus an unlimited number of devices you use to enjoy DIRECTV, such as home theater systems, laptops, TVs, routers, and modems. You will also be eligible for an upgrade to the latest DIRECTV equipment every 2 years.

DIRECTV™ PROTECTION PLAN PREMIER with ADH includes everything in DIRECTV™ PROTECTION PLAN PREMIER plus additional protection against accidental damage and handling for your computers and tablets.

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Exhibit J



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New Indies

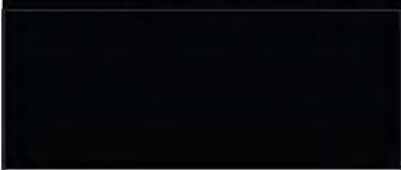
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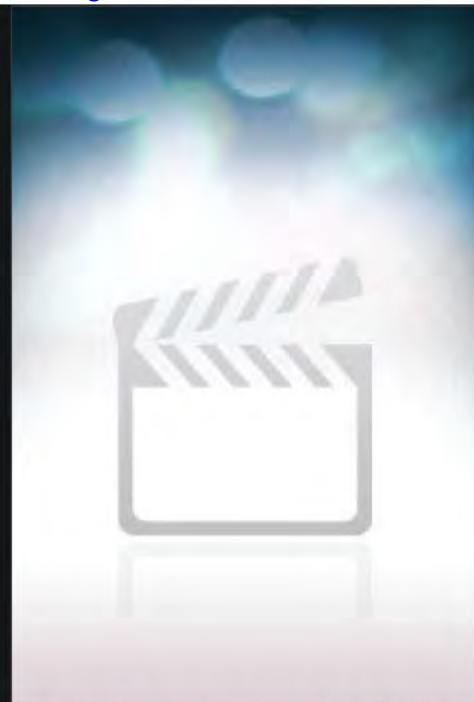




Swag Inc.



Lino



The Three Bears and the Perfe...



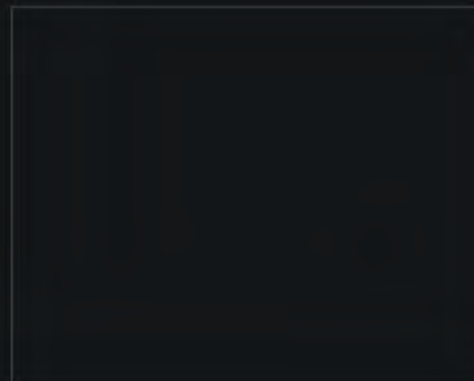
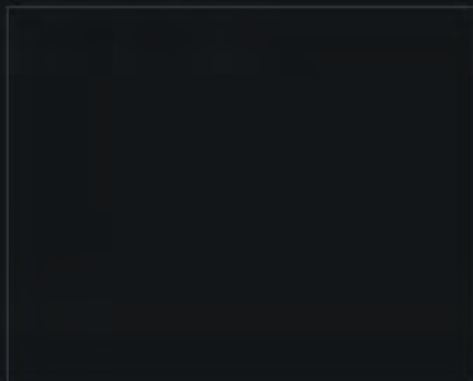
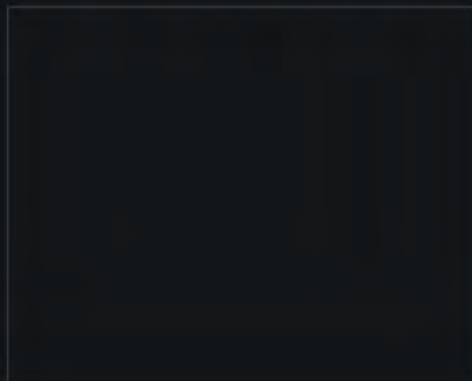
Christmas Wishes & Mistletoe ...



Radio Christmas



Primal

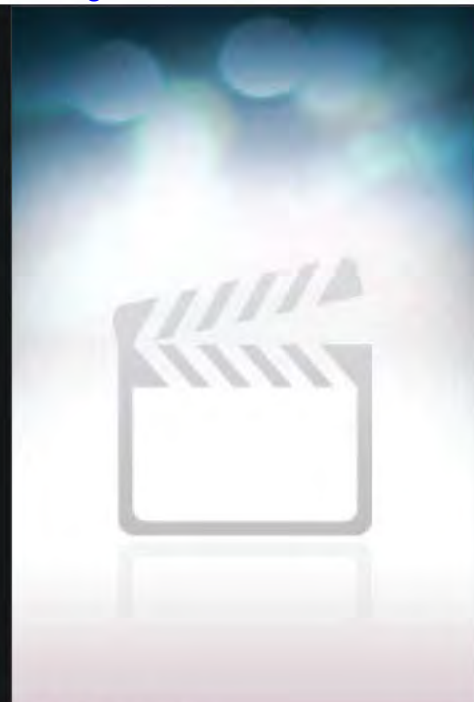




Adopt a Highway



Badland



The Rainbow



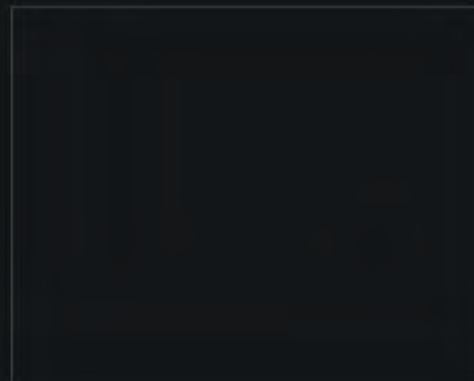
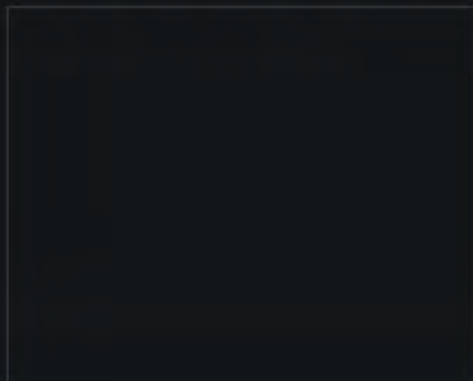
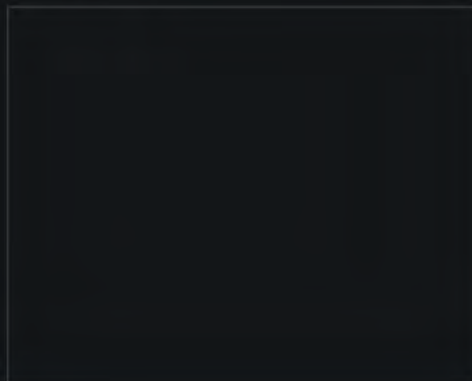
Full Count



Girl on the Third Floor

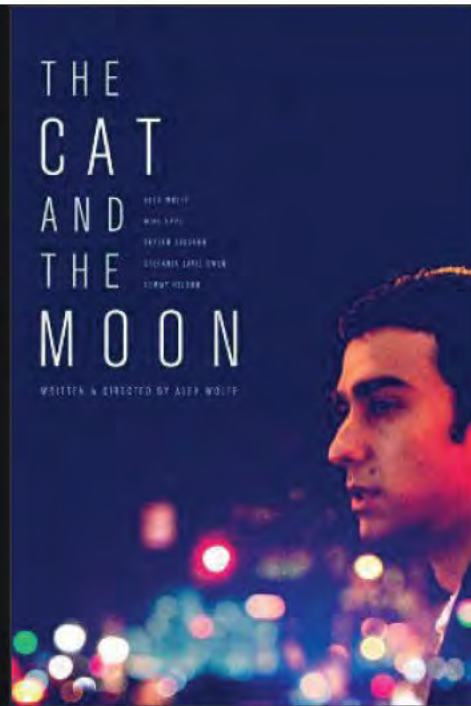


Hoax





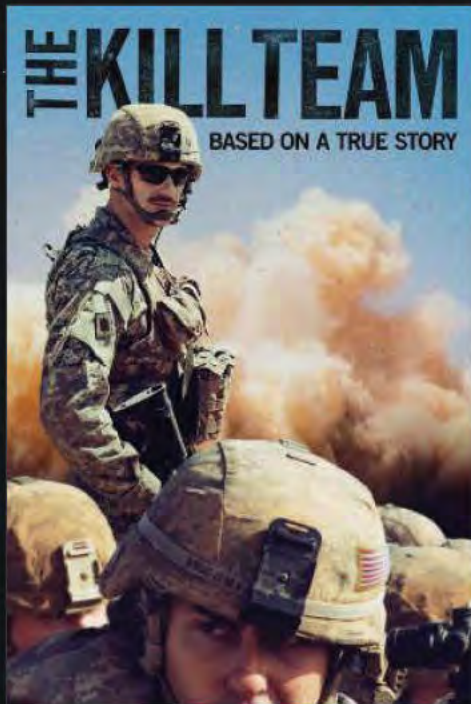
Prescience



The Cat and the Moon



The Gallows Act II



The Kill Team



Artik



Greener Grass



Miss Virginia



Trick

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Watch all of the hottest movies on DIRECTV Cinema

What is DIRECTV Cinema?

DIRECTV Cinema is an on-demand and PPV (pay per view) entertainment platform from AT&T. It's a convenient place to buy, rent, and stream all of your favorite movies. You can watch on your TV from your DIRECTV DVR or stream online from your computer, tablet, or phone with the DIRECTV app.

What is showing on DIRECTV Cinema?

DIRECTV Cinema provides a huge range of entertainment options across every genre. Everything from horror, action and sci-fi to comedy and classics is available at the touch of your remote. Whether it's rom-coms or westerns, dramas or documentaries, you

will find what you're looking for with DIRECTV Cinema.

Enjoy your favorite entertainment franchises

DIRECTV Cinema has Hollywood's top blockbusters, including franchises like DC, Marvel, Star Wars, X-Men, and Harry Potter. It's a great place to catch up before the new release comes out in theaters or build a collection of the movies you love.

Catch up on award-winning movies

Don't miss out on award season favorites. DIRECTV Cinema is a great place to find a huge selection of critically acclaimed movies. Catch up on past Oscar and Golden Globes winners or watch award-nominated movies all in one place.

Find great choices for the whole family

Planning family movie night has never been easier. DIRECTV Cinema has movies kids love from Disney, Pixar, DreamWorks, Illumination, Lego and so much more.

Offer details: Offer ends 9/30/19. Must rent second movie in October to receive bill credit (up to \$5.99). [Click for details.](#)
DIRECTV CINEMA®. Standard text message & data rates apply when ordering by text. An additional \$5 charge applies for an operator-assisted order. Purchases via remote control will only be accessible on the TV and will not be accessible on any other device. To order Pay Per View programming with your remote control, all the DIRECTV receivers must be continually connected to the same landline and/or the Internet. To order Pay Per View programming, a DIRECTV subscription is required. Programming, pricing, terms and conditions subject to change at any time. Pricing residential. Taxes not included.

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Exhibit K

AT&T TV Now Terms of Service and End User License Agreement

DIRECTV, LLC, a subsidiary of AT&T Inc., licenses the App to You and grants You access to the AT&T TV NOW service (the "Service"), conditioned upon Your acceptance of these Terms of Service and End User License Agreement (the "Agreement").

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 11), AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE (SEE SECTION 13).

BY CLICKING "I AGREE" OR "ACCEPT", OR BY DOWNLOADING, INSTALLING OR USING THE APP OR SERVICE, YOU AGREE: (A) THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS; (B) THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) TO THE AT&T ACCEPTABLE USE POLICY (<http://www.att.com/legal/terms.aup.html>); (D) TO THE AT&T VIDEO APPS PRIVACY POLICY (<https://www.attvnow.com/privacy>); AND (E) WHERE APPLICABLE, TO THE AT&T PRIVACY POLICY (<http://www.att.com/gen/privacy-policy?pid=2506>). PLEASE CAREFULLY READ THIS AGREEMENT, THE AT&T ACCEPTABLE USE POLICY, THE AT&T APP PRIVACY POLICY AND THE AT&T VIDEO APPS PRIVACY POLICY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. IN THE EVENT THAT WE COMBINE YOUR INFORMATION FROM THE APP WITH OTHER DATA COLLECTED FROM YOUR USE OF OTHER AT&T PRODUCTS AND SERVICES, THIS COMBINED DATA WILL BE GOVERNED BY THE AT&T PRIVACY POLICY. IF YOU OPTED IN OR HAVE BEEN OPTED IN TO AT&T'S ENHANCED RELEVANT ADVERTISING PROGRAM AND WE COMBINE THIS INFORMATION WITH OTHER AT&T PRODUCTS AND SERVICES, THE ENHANCED RELEVANT ADVERTISING TERMS WILL ALSO APPLY. FOR INFORMATION ON THE AT&T ENHANCED RELEVANT ADVERTISING PROGRAM, CLICK [HERE](#)

If at any time after reviewing or using the App You wish to terminate such use or this Agreement and cease data collection from this Service, You must un-install and remove the App from Your devices, and delete any copy of the App in Your possession. For AT&T TV devices that are supplied by or on behalf of DIRECTV, you must sign out of the App by going to Settings. You agree that information collected from You or Your devices before You un-install, remove or cease to use the App can still be used.

You understand that from time to time the App may differ based on which of Your devices You are using to access the Service and that, as a result, the Service-related features and functionality available through the App may differ from those available through the App on other devices. You also understand that this Agreement will continue to apply to Your use of the Service even if the version of the App through which You access the Service includes a different version of this Agreement.

- 1. DEFINITIONS:** (a) "DIRECTV," "We," "Our" and "Us" mean DIRECTV, LLC and its subsidiaries, agents, employees, successors and assigns; (b) "Service" means each of the App experiences known as (i) AT&T TV (if You subscribe to AT&T TV) and (ii) AT&T TV NOW (if You subscribe to AT&T TV NOW), in each case as each may be rebranded; (c) "App" means, other than any Device Software, the AT&T TV application, any website, software, components, data or services provided in connection with the AT&T TV application, and any updates to these items; (d) "Device Software" means any software that is pre-loaded on any AT&T TV device that is supplied by or on behalf of DIRECTV, and any updates to such software; and (e) "You" and "Your" mean

an individual who downloads or uses the App and any person or entity represented by that individual.

2. **THE APP:** The App allows You to access the video programming We make available through the Service (collectively, "Content") by means of live television, by accessing Content recorded at Your request through the DVR Function (defined below), and on a video-on-demand basis, in each case over a broadband or wireless Internet connection. You understand that all Content may not be available by each of these means.

2.1 Use Of App. You must be 18 years of age, or the age of majority in Your state or territory, to subscribe to the Service. Individuals under the age of 18, or applicable age of majority, may utilize the App only with the involvement of a parent or legal guardian, under such person's Service account and otherwise subject to this Agreement. All use of the Service under your Service account, whether or not authorized by You, shall be deemed for Your use. You are responsible for ensuring that all use of the Service under your Service account complies with this Agreement.

2.2 Content. You understand that the Service may include, and the App may allow You to access, Content that may be considered offensive, indecent, explicit, or objectionable and this Content may or may not be identified as having explicit language or other objectionable attributes. We may make certain features (e.g., parental control features) available to You through which You may attempt to limit access to certain Content, but We do not guarantee that those features will be effective or, once We make them available, will continue to be available. Neither DIRECTV nor its licensors shall have liability to You for such Content or such features. Content types, genres, categories and descriptions, if any, are provided for Your convenience, and neither DIRECTV nor its licensors guarantees their accuracy.

2.3 Limitation on Streams and Devices. The number of Content programs You may concurrently stream at any given time is limited. The number of devices through which You may view those concurrent streams also is limited. The number of devices available for use and the simultaneous streams may change from time to time at Our discretion. For information on the current limitations that apply to AT&T TV, [click here](#), For information on the current limitations that apply to AT&T TV NOW, [click here](#).

2.4 Video Resolution. Resolution of video Content can be affected by the format of the Content We receive, the variety of Internet connections and device screens used, and other reasons. So, while We can't guarantee a specific resolution, We use video optimization technology in an effort to provide a better experience, depending on the device being used and the bandwidth available.

2.5 Data Usage. Usage of the App may count against Your data usage, subject to the terms of agreement with Your wireless or Internet provider.

2.6 Geographic Limitation. The Service is intended only for individuals located in the United States. You represent and warrant that, at any time You attempt to access the Service, You will be located in the United States and will not attempt to access the Service from any other location or through proxy servers located in any other location. We may use technologies to verify Your geographic location, and will block access to the Service based on Our good faith determination that You are located outside of the United States.

3. **DATA FREE TV ON THE AT&T MOBILITY NETWORK.** If You are an AT&T Mobility or select AT&T Prepaid customer, We may offer promotions that allow You, on eligible devices, to watch some or all Content within the App without using Your AT&T Mobility or AT&T Prepaid data allowance ("Data Free TV"). While We do not expect it to occur, some advertisements may not be included in Data Free TV and could count against Your data allowance. The following activities within the App may also count against Your data allowance: transitioning from WiFi to cellular browsing or searching for Content, viewing "settings", downloading/updating the App (if over wireless), or any other activity within the App that does not involve streaming Content. To be eligible for Data Free TV, You must be subscribed to an AT&T Mobility postpaid data plan or eligible prepaid

data plan and not opted out of Sponsored Data. Smart Limits™ and Connected Car data plan customers are not eligible for Data Free TV at this time. Corporate responsibility users (CRU) lines provisioned with a custom access point name (APN) are also excluded from Data Free TV. Data Free TV is not available in Puerto Rico and U.S. Virgin Islands, while roaming in Mexico or Canada, or while traveling internationally or overseas. To take advantage of Data Free TV if accessing the Service through a mobile device, Your mobile device OS version must be either iOS 10.0 or Android OS 5.0 and above.

4. FREE TRIALS, SUBSCRIPTIONS, PRICING, BILLING, REFUNDS, AND CANCELLATION.

4.1 AT&T TV Freeview. AT&T TV Freeview may be provided free to You as a result of advertisements. We may use the information collected through Your use of AT&T TV Freeview to deliver relevant advertisements. DIRECTV is not responsible for the products or services provided by advertisers.

4.2 Subscription Packages. While We may offer Content for free as part of AT&T TV Freeview, the Service may include different subscription packages for which payment of a subscription fee is required to access Content available as part of those packages. You can find the specific details regarding Your subscription package at any time by visiting "[Account Management](#)" for AT&T TV, and "[My Account](#)" for AT&T TV NOW.

4.3 Free Trials. We may offer free trials to the Service to new customers. Unless otherwise stated in the terms of an offer, free trial offers are available to new customers only, are not available to customers who previously subscribed to the Service, and are limited to one per customer. We may terminate a free trial for conduct that We determine in Our sole and absolute discretion to be fraudulent or abusive. If Your subscription to the Service starts with a free trial, You must cancel prior to the end of the free trial, or Your subscription will automatically renew for the price in effect at the time You enrolled in the free trial or the then-prevailing rate.

4.4 Recurring Subscription. Your subscription to the Service will continue month-to-month until You cancel Your subscription, or We terminate it ("Subscription"). You must provide Us with a current, valid, accepted method of payment ("Payment Method") in order to subscribe to the Service. We will charge Your Payment Method monthly, on the same day that Your Subscription to the Service begins. The day that Your Subscription to the Service begins is Your "Renewal Date." For example, if Your Renewal Date is on the 15th of October, We will charge Your Payment Method on the 15th of each subsequent month. However, if Your Renewal Date is on the 29th, 30th, or 31st in a given month, We will charge Your Payment Method on the first day of the following month. For example, if Your Renewal Date is on the 31st of October, We will charge Your Payment Method for the following month on November 1st. If we attempt to charge Your Payment Method on the Renewal Date and payment fails or is declined, then We may re-attempt to charge Your Payment Method one or more times within the following 16-day period. We may also contact You during the same period regarding the failed payments in an effort to ensure continued service. If these attempts to obtain authorized payment are successful, Your Renewal Date will not change. You agree to pay all fees and charges for the subscription, nonrecurring charges, one-time purchases, taxes, fees, surcharges, and assessments applicable to the Service, associated equipment, installation and maintenance, and including all usage and other charges associated with Your account. In order to provide You with the Service, We may pay taxes, fees, and surcharges to municipalities and other governmental entities, which AT&T may pass on to You.

4.5 AT&T TV Term of Commitment and Early Termination Fee ("ETF"). The Subscription to the AT&T TV experience has a 24-month term commitment for all new customers ("Term Commitment"). If You cancel Your Subscription to AT&T TV before You have completed Your Term Commitment, You will be charged an ETF. We reserve the right to charge an ETF to the Payment Method You have on file with us. The maximum ETF is \$360, prorated at \$15 per month over 24 months. So, for example, a new customer who cancels their Subscription to AT&T TV after 14 months would be charged an ETF of \$150 (24-month

Term Commitment minus 14 months = 10 months remaining x \$15 per month).

4.6 Cancellation/Refunds. You must cancel Your Subscription to the Service before it renews each month in order to avoid charging of the next month's Subscription fee to Your Payment Method. However, as noted in Section 4.5, You will be charged an ETF if You cancel Your Subscription to AT&T TV before the end of Your Term Commitment. You may cancel Your Subscription to AT&T TV at any time by visiting www.att.com/acctmgmt/passthrough/atvnlender to chat with an agent or calling 1-800-288-2020. You may cancel Your Subscription to AT&T TV NOW at any time by visiting <https://www.attvnow.com/accounts/cancel-plan>. However, We do not provide refunds or credits for any partial-month periods or unwatched Content. If You cancel after Your Renewal Date, You will continue to have access to the Service through the end of Your renewal cycle.

4.7 Payment Methods. You authorize Us to store Your Payment Method information, and to charge Your selected Payment Method monthly on Your Renewal Date for Your Subscription to the Service. You also authorize Us to charge any one-time purchases, an ETF, and other charges You may incur in connection with Your use of the Service to Your Payment Method. If a payment is not successfully settled, due to insufficient funds, expiration of Your Payment Method, inability to verify Your Payment Method or otherwise, Your subscription to the Service will cancel and will not auto-renew in accordance with section 4.4.

4.8 Price Changes. We reserve the right to adjust the pricing for the Service, and any element thereof, in any manner and at any time, in Our absolute and sole discretion. Except as otherwise provided in this Agreement, any price changes to the Service, or any element thereof, will take effect following notice to You at the email address registered with Your Service account.

4.9 Subscription Limits. We reserve the right to establish policies from time to time intended to prevent theft, fraudulent activity, or unauthorized access to the Service, such as restricting the number of Subscriptions that can be associated with the same Payment Method, email address, or other identifying data. Without limiting Our rights under Section 10 of this Agreement, We may suspend or terminate Your Subscription (and any other Subscription with which we believe You are associated), with or without prior notice or other action by Us, if We determine, in Our sole and absolute discretion, that You have violated any such policies or have otherwise engaged in conduct We determine in Our sole and absolute discretion to be fraudulent or abusive. We will not be liable to You or any third party for compensation, indemnity, or damages of any sort as a result of any such suspension or termination, and any such suspension or termination will be without prejudice to any other right or remedy We may have, now or in the future.

5. ACCOUNT ACCESS & PASSWORDS.

5.1 Account Owner. The person who created the Service account and who agrees to this Agreement is the "Account Owner."

5.2 Direct Access Functionality. To provide You with ease of access to Your Service account, the Service implements technology that enables Us to recognize the Account Owner (and anyone else who uses Your Service account) and provide the Account Owner (and anyone else who uses Your Service account) with direct access to Your Service account (including Your viewing history) without retyping any password or other identification each time You (and others who use Your Service account) visit and use the Service via the App, Your streaming devices, or Your browser. As the Account Owner You are solely responsible for ensuring that other users do not access Your Service account through this functionality.

5.3 Access and Passwords. You are responsible for maintaining the confidentiality of the password You use for Your Service account and are fully responsible for all activities that occur under Your password and Service account. You agree to keep Your password confidential, not to share it with anyone else and

to immediately notify Us of any unauthorized use of Your Service account.

6. CONTENT AND PROGRAMMING.

6.1 Programming. Many factors affect the availability, cost and quality of programming. We reserve the unrestricted right to change, rearrange, add or delete Our programming packages, the selections in those packages, Our prices, and any service We offer (including the Service), at any time. We will attempt to notify You of any changes within Our reasonable control.

6.2 Pause Live TV. The Service may enable You to pause, rewind and fast-forward live TV. If the Pause Live TV feature is available to Your Service, Your acceptance of the terms of this Agreement and use of the Service constitutes Your instruction to initiate recordings for supporting Your use of the pause, rewind, and fast-forward functions.

6.3 Private Viewing. The App and Service are only for private, non-commercial use. Content may not be viewed in areas open to the public or in commercial establishments, even if no fee is charged for its viewing. You may not rebroadcast, transmit or perform the Content, or charge admission for its viewing, or transmit or distribute running accounts of it. You may not use any of Our trademarks.

6.4 Blackouts. Certain programming, including sports events, may be blacked out in Your local reception area. Blackout restrictions are decided by the sports leagues and other entities that own the local broadcast rights.

6.4 Nielsen. The App and Service may interact with The Nielsen Company's ("Nielsen") proprietary Measurement software, which allows Nielsen to measure Your Content interactions in the App. Like Nielsen's TV Ratings, this allows You to contribute to market research. You can learn more about Your choices with regard to Nielsen Measurement, and how to opt out of having Your Content interactions measured by Nielsen by going to Settings in the App on Your iOS devices, selecting About, and selecting Nielsen Measurement, or by going to Settings on Your Android devices, selecting Nielsen Measurement, and clicking on the applicable link. If You are opting out, You must opt out on each of Your devices.

7. LICENSE GRANT AND USE RESTRICTIONS.

7.1 License Grant. Subject to the restrictions set forth in Section 7.2, DIRECTV grants You a personal, revocable, non-exclusive, non-transferable, limited right to install and use a single instance of the App on a mobile device, streaming device or other computing device that is owned and controlled by You ("Your Device"), and to access and use the App on Your Devices solely for accessing the Service and viewing Content, strictly in accordance with the terms and conditions of this Agreement, and all applicable local, national, and international laws and regulations.

7.2 Restrictions on Use. You shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App, for any purpose; (b) modify, adapt, improve, or create any derivative work from the App or Content; (c) violate any applicable laws, rules or regulations in connection with Your access or use of the App or Content; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of DIRECTV or its collaborators, suppliers or licensors; (e) use the App or Content in a manner that derives revenue directly from such use, or use the App for any other purpose for which it is not designed or intended; (f) enable the use of the App on a device that is not Your Device; (g) enable access to or use of Content on a device that is not Your Device; (h) make the App or Content available over a network or other environment permitting access or use by multiple devices or users at the same time; (i) use the App or Content for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by DIRECTV or its licensors; (j) use the App to send automated queries to any website or to send any unsolicited commercial e-mail; (k) use any proprietary information or interfaces of DIRECTV or other

intellectual property of DIRECTV in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the App; (l) circumvent, disable or tamper with any security-related components or other protective measures applicable to the App or the Content; (m) reproduce or archive Content, except to the extent You elect to do so through the DVR Function; or (n) retransmit, distribute, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate the App or Content. You agree to abide by the rules and policies established from time to time by DIRECTV. Such rules and policies may include, for example, required or automated updates, modifications, and/or reinstallations of the App and obtaining available patches to address security, interoperability, or performance issues. These obligations survive termination of this Agreement.

7.3 DVR Function. The Service may include functionality through which You can record certain Content (the "DVR Function"). You understand that DIRECTV does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for Your viewing, and that the DVR Function may differ based on Your Subscription. You also understand that Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that DIRECTV will have no liability to You, or to anyone else who uses the DVR Function, with regard to any Content. DIRECTV may, at its discretion, and with or without notice to You, from time to time change, add or remove features of the DVR Function or remove the DVR Function in its entirety, and You agree that DIRECTV will have no liability to YOU, or to anyone else who uses the DVR Function, with regard to any of the foregoing.

8. INTELLECTUAL PROPERTY RIGHTS.

8.1 Rights to App and Service. The App (including its source and object code), any copies thereof (whether or not present on Your Devices), the Service, and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of DIRECTV or its collaborators, licensors, or suppliers. The source and object code of the App are the proprietary and confidential information of DIRECTV and its collaborators, licensors and suppliers. The App is licensed, not sold, to You. Title to the App and Service shall remain with DIRECTV. DIRECTV and its collaborators, licensors, and suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use of or access to, disable access to the App or Service, or require the return of the App (or any copy thereof), at any time without notice and will have no liability for doing so. Except as expressly stated in this Agreement, You are not granted any intellectual property rights in or to the App, Service, or Content by implication, estoppel or other legal theory, and all rights in and to the App, Service and Content not expressly granted in this Agreement are hereby reserved and retained by DIRECTV. These obligations survive termination of this Agreement.

8.2 AT&T TV and DIRECTV Marks. The following company names and their related logos and all related product and service names, design marks and slogans are trademarks and service marks owned by and used under license from DIRECTV: "DIRECTV" "AT&T TV" "AT&T TV NOW" (the "DIRECTV Marks"). You are not authorized to use the DIRECTV Marks in any advertising, publicity or in any other commercial manner without the prior written consent of DIRECTV, which may be withheld for any or no reason. These obligations survive termination of this Agreement.

8.3 Open Source Software. The App may include third party software that is subject to open source license terms ("Open Source Software"). You acknowledge and agree that Your right to use such Open Source Software as part of the App is subject to and governed by the terms and conditions of any license

applicable to the Open Source Software (the "Open Source License Terms"). In the event of a conflict between the terms of this Agreement and the Open Source License Terms, the Open Source License Terms shall control.

9. **NO RESPONSIBILITY FOR THIRD PARTY CONTENT AND SERVICES.** The App or Service may permit access to products, services, websites, advertisements, and content from advertisers, publishers, vendors and other third parties ("Third Party Content and Services"). Your use of Third Party Content and Services may be subject to additional terms of use and privacy policy set by the third parties. YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. DIRECTV does not investigate, monitor, represent, endorse or publish the Third Party Content and Services. DIRECTV reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the App or Service. DIRECTV shall have no liability to You arising out of or in connection with Your access to and use (or misuse) of the Third Party Content and Services.
10. **TERM AND TERMINATION.** This Agreement shall be effective until terminated. DIRECTV may, in its sole and absolute discretion, at any time and for any or no reason, disable the App, or suspend or terminate this Agreement and the rights afforded to You hereunder, with or without prior notice or other action by DIRECTV. Upon the termination of this Agreement, You shall cease all use of the App and uninstall the App from Your devices, or for AT&T TV devices supplied by or on behalf of DIRECTV, sign out of the App by going to Settings, and delete any other copy of the App in Your possession. DIRECTV will not be liable to You or any third party for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy DIRECTV may have, now or in the future. These obligations survive termination of this Agreement.
11. **DISPUTE RESOLUTION BY BINDING ARBITRATION**
PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

11.1 Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by reaching Our customer service department about Your Subscription to AT&T TV by visiting <https://www.att.com/acctmgmt/passthrough/atvnlnder> to chat with an agent or calling 1-800-288-2020 to speak to a representative. You may reach Our customer service department about Your Subscription to AT&T TV NOW by going to <https://www.attvnow.com/accounts/overview> and clicking on the "Chat available" link at the bottom of the page. **In the unlikely event that DIRECTV's customer service department is unable to resolve a complaint You may have to Your satisfaction (or if DIRECTV has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, DIRECTV will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from DIRECTV to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), DIRECTV will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what DIRECTV has offered you to settle

the dispute.

11.2 Arbitration Agreement

(1) DIRECTV and You agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "DIRECTV," "you," and "us" include Our respective subsidiaries, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individualized action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and DIRECTV are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to DIRECTV should be addressed to: DIRECTV LLC, Consumer Arbitration Demand, P.O. Box 915, El Segundo, CA, 90245 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If DIRECTV and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or DIRECTV may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by DIRECTV or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or DIRECTV is entitled. You may download or copy a form Notice and a form to initiate arbitration at directv.com/arbitration-forms

(3) After you have commenced arbitration, DIRECTV will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, DIRECTV will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. If the AAA is unavailable, the parties shall agree to another arbitration provider or the court shall appoint a substitute. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at directv.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration

provision are for the court to decide. Unless DIRECTV and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, DIRECTV will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse DIRECTV for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of DIRECTV's last written settlement offer made before an arbitrator was selected, then DIRECTV will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If DIRECTV did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceedings and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws DIRECTV may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, DIRECTV agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND DIRECTV AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and DIRECTV agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from arbitration and may be brought in court..

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if DIRECTV makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

12. **DISCLAIMER OF WARRANTIES.** YOU ACKNOWLEDGE AND AGREE THAT THE APP AND SERVICE, INCLUDING ALL CONTENT CONTAINED THEREIN OR ACCESSED THEREBY, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE APP AND SERVICE IS AT YOUR SOLE RISK AND DISCRETION. TO THE EXTENT NOT PROHIBITED BY LAW, DIRECTV AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APP AND SERVICE, WHETHER ORAL, EXPRESS, IMPLIED OR STATUTORY, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE OF THE PARTIES, OR THE NATURE OR CONTEXT OF THIS AGREEMENT, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, DIRECTV AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE APP OR SERVICE WILL MEET YOUR REQUIREMENTS; (II) THE APP OR SERVICE WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APP OR SERVICE WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE APP OR SERVICE WILL BE CORRECTED OR THAT THE APP OR SERVICE WILL BE MAINTAINED. YOU ACKNOWLEDGE THAT THE APP IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE PERFORMANCE OF, USE OR MISUSE OF, FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE APP COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE. DIRECTV AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE APP OR SERVICE WILL BE COMPATIBLE OR INTEROPERABLE WITH YOUR DEVICE OR ANY OTHER PIECE OF HARDWARE, SOFTWARE, EQUIPMENT OR DEVICE INSTALLED ON OR USED IN CONNECTION WITH YOUR DEVICE. FURTHERMORE, YOU ACKNOWLEDGE THAT COMPATIBILITY AND INTEROPERABILITY PROBLEMS CAN CAUSE THE PERFORMANCE OF YOUR DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT DAMAGE TO YOUR DEVICE, LOSS OF THE DATA LOCATED ON YOUR DEVICE, AND CORRUPTION OF THE SOFTWARE AND FILES LOCATED ON YOUR DEVICE. YOU ACKNOWLEDGE AND AGREE THAT DIRECTV AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSSES SUFFERED, RESULTING FROM OR ARISING IN CONNECTION WITH COMPATIBILITY OR INTEROPERABILITY PROBLEMS. SHOULD THE APP PROVE DEFECTIVE, YOU ASSUME THE ENTIRE BURDEN OF ALL NECESSARY EXPENSES, SERVICING, REPAIR, OR CORRECTION. THIS SECTION 12 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
13. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL DIRECTV, ITS COLLABORATORS, SUPPLIERS OR LICENSORS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ACCIDENTS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO THE SALE OR DISTRIBUTION OF, THE PERFORMANCE OR NON-PERFORMANCE, OR

YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE APP OR SERVICE, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DIRECTV'S AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF (i) THE FEE YOU PAID FOR YOUR INITIAL MONTH'S SUBSCRIPTION TO THE SERVICE; (ii) THE AGGREGATE AMOUNT YOU PAID TO DIRECTV FOR THE SERVICE DURING THE ONE MONTH PRECEDING THE DATE THAT THE CLAIM ARISES; OR (iii) TWO DOLLARS (\$2.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION 13 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

14. **INDEMNIFICATION.** You shall indemnify, defend and hold harmless DIRECTV and its collaborators, suppliers and licensors, and their officers, directors, agents and employees (the "Indemnified Parties") from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of, in connection with or related to the following: (i) Your access to or use of the App, Service, or Third Party Content and Services; (ii) Your breach of this Agreement; (iii) Your violation of law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of a third party. You will promptly notify DIRECTV in writing of any third-party claim arising out of or in connection with Your access to or use of the App or Service. These obligations survive termination of this Agreement.

15. **MISCELLANEOUS.** The following provisions survive termination of this Agreement:

15.1 Governing Law, Limitation on Actions. This Agreement shall be deemed to take place in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. To the maximum extent permitted by applicable law, You and DIRECTV agree that any cause of action arising out of or relating to this Agreement, the App, the Service or Your use of the App or Service must commence within one (1) year after the applicable cause of action accrues in accordance with the dispute resolution provision. Otherwise, such cause of action is permanently barred.

15.2 Contact Information. You may reach Our Customer Service department about Your AT&T TV service by visiting <https://www.att.com/acctmgmt/passthrough/atvnlender> to chat with an agent or call 1-800-288-2020 to speak to a representative. You may reach Our Customer Service department about Your AT&T TV NOW service by visiting <https://www.attvnow.com/accounts/overview> to chat with an agent.

15.3 Electronic Communications. We may communicate with You about the Service and this Agreement via email to the email address registered with Your Service account. You hereby consent to receive those communications and agree that any communications We send to You electronically to the email address registered with Your service account will satisfy any applicable legal notice requirement. It is Your responsibility to notify Us of any changes to Your email address and We shall have no liability resulting from Your failure to receive any communication sent to the email address registered with Your service account unless We receive written notice from You of a change to your email address.

15.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

15.5 Waiver. Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

15.6 Export Control; Lawful Use. You may not export or re-export the App except as authorized by United States law and the laws of the jurisdiction(s) in which the App was obtained. You represent and warrant that You are not located and will not use the App in any country that is (a) subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You may not use the App in any manner or for any purpose prohibited (a) by United States law, regardless of where You use the App, or (b) by local law, in the jurisdiction(s) in which You use the App.

15.7 U.S. Government Use. The App and its related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

15.8 Performance or Benchmark Testing. You may not disclose the results of any benchmark test using the App to any third party without DIRECTV’s prior written approval.

15.9 Modification or Amendment. To the extent not prohibited by law, DIRECTV may modify or amend the terms of this Agreement at any time, with or without direct notice to You, by posting a copy of the modified or amended Agreement available through the App and at www.att.com/tv or www.attvnow.com. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the App following the date in which the modified or amended Agreement is made available through the App, www.att.com/tv, or www.attvnow.com.

15.10 Survival. Any provisions of this Agreement which by their express language or by their context are intended to survive the termination of this Agreement shall survive such termination.

15.11 Third Party Beneficiaries. Except as explicitly provided in this Agreement or in its incorporated agreements, nothing contained in this Agreement is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person.

15.12 No Transfer by You. You may not transfer Your rights or obligations under this Agreement. Any attempted transfer by You in contravention of this Agreement shall be null and void. DIRECTV may assign this Agreement without restriction.

15.13 DMCA Copyright Notifications. You may send a valid notification of claimed copyright infringement under the Digital Millennium Copyright Act (“DMCA”). Our designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Manager of Security & Copyright Infringement

1800 Perimeter Park Drive, Suite 100

Morrisville, NC 27560

E-mail: copyright@att.com

For further information, see <https://www.att.com/legal/terms.dmca.html>

15.14 Entire Agreement. This Agreement including the documents incorporated herein by reference

constitute the entire agreement with respect to the use of the App and Service and supersedes all prior or contemporaneous understandings regarding such subject matter.

Third Party Terms

Open Source Terms. The App may use, incorporate, or access software that is subject to the following Open Source License Terms:

"video.js": "5.10.7", <https://github.com/videojs/video.js/blob/master/LICENSE>

Copyright Joyent, Inc. and other Node contributors. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Apache 2 license: <http://www.apache.org/licenses/LICENSE-2.0>

Exhibit L

Get AT&T TV NOW AT&T TV NOW logo
st1(fill #009FDB;) st2(fill #FFFFFF;)

PACKAGES EXTRAS WAYS TO WATCH US vs. THEM FAQ

SIGN
IN

START STREAMING

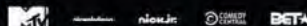
GET MORE TV FREEDOM

Stream TV live and on demand — anytime, anywhere, all on your favorite devices.

Select AT&T TV NOW packages include HBO®!*

VIEW ALL PACKAGES

NEW CHANNELS ADDED TO PLUS & MAX:



*Applies to PLUS and MAX pkgs

NO ANNUAL CONTRACT

Pay month-to-month.
Cancel anytime.
No strings attached.

NO SATELLITE OR CABLE

Sign up online and get instant access. No installation or pay-TV credit check.

NO LIMITS

Watch live TV anytime, anywhere with the AT&T TV app.

WATCH WHAT YOU WANT

FEATURED PACKAGES

OTHER PACKAGES

Stream live primetime favorites, breaking news, non-stop sports, and thousands of on-demand titles.

Pricing subject to change.

PLUS

45+ channels

\$50/mo

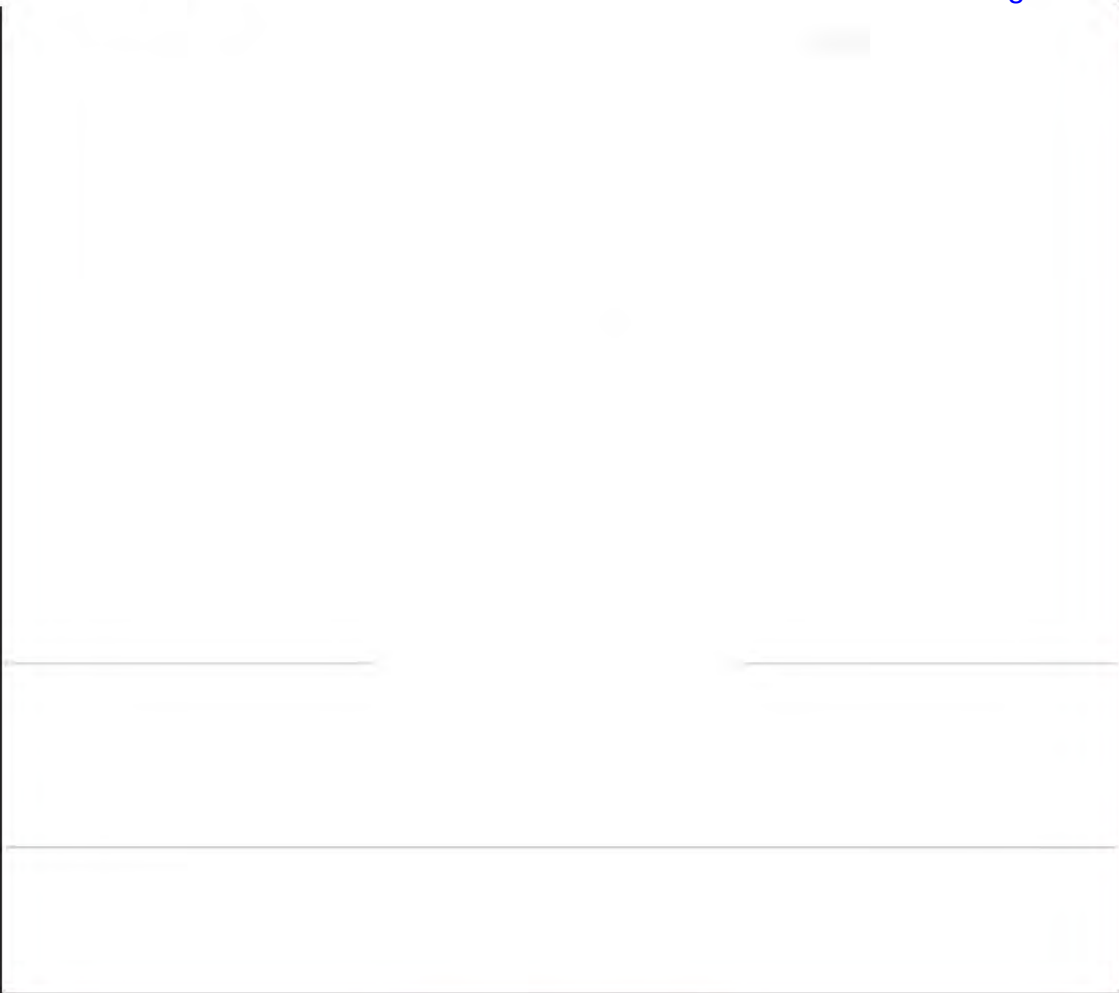
HBO INCLUDED!

MAX

60+ channels & even more sports coverage

\$70/mo

HBO + CINEMAX INCLUDED!



START STREAMING



ADD WHAT YOU WANT



PREMIUM CHANNELS

Want PLUS? HBO® is included + add SHOWTIME®, STARZ®, or CINEMAX® for just \$11/mo. each and EPIX for \$6/mo!



SPANISH ADD-ONS

Add the sports networks you crave for \$5/mo. Or go all-in with news, telenovelas, and sports for \$15/mo.



INTERNATIONAL TV

Get a standalone international package of news, sports and hit shows, or stack it with a base package.

Or upgrade to MAX and CINEMAX® is included too.

[SEE THE CHANNELS](#)

[LEARN MORE](#)



WHENEVER YOU WANT

RECORD & WATCH LATER

Never miss your favorite shows again. Get cloud DVR storage included with every package.*

STREAM ON 3 SCREENS

Watch different shows on multiple devices at the same time! Get 2 streams included or add a third for just \$5/mo.



ANYTIME, ANYWHERE

Leave the wires and bulky cable boxes behind. Now you can watch live TV at home or on-the-go — wherever you are.

[SEE ALL DEVICES](#)

*Cloud DVR functions ltd. in beta. Data connection & compatible devices req'd. Not avail. on select channels. Limited to 20 hours of recording time. Stored for max 30 days. Restr's apply.

US vs THEM

See how AT&T TV NOW PLUS compares to other TV streaming base packages*

AT&T TV NOW

HULU

PLAYSTATION

YOUTUBE

SLING

		W/LIVE TV	VUE	TV	TV
ELS al	✓	—	—	—	✓
	✓	—	—	—	✓
	✓	—	—	—	—
	✓	—	—	—	✓
	✓	—	—	—	—
	✓	—	—	—	—
	✓	—	—	—	—
	✓	✓	✓	✓	—
	✓	✓	✓	✓	✓
US	2	2	5	3	4

ublished on each provider's website as of 3/27/19 comparing
ing Blue, YouTube TV, Hulu Live, and Playstation Vue Access.
and quantity, and other features vary by service.
ing and channel options differ by service.

GOT QUESTIONS?

DO I NEED SATELLITE TO STREAM AT&T TV NOW?

IS AT&T TV NOW COMPATIBLE WITH MY DEVICE?

HOW DOES THE FREE TRIAL WORK?

WHAT IS TRUE CLOUD DVR BETA?

With cloud DVR, you can record live TV and play it back on your own time! Right off the bat, you'll get 20 hours of free storage. So now you can fast forward, rewind, and skip through commercials all on your favorite devices including:

- Apple devices (iOS 10+) including Apple TVs
- Android devices
- Amazon Fire TV devices
- Roku devices

- Chromecast devices and TVs
- Google Chrome and Safari browsers

Functions may be limited in beta. Compatible device required. Not available for select channels. Data connection required. Recordings expire after 30 days. Restrictions apply.

[VIEW
ALL](#)

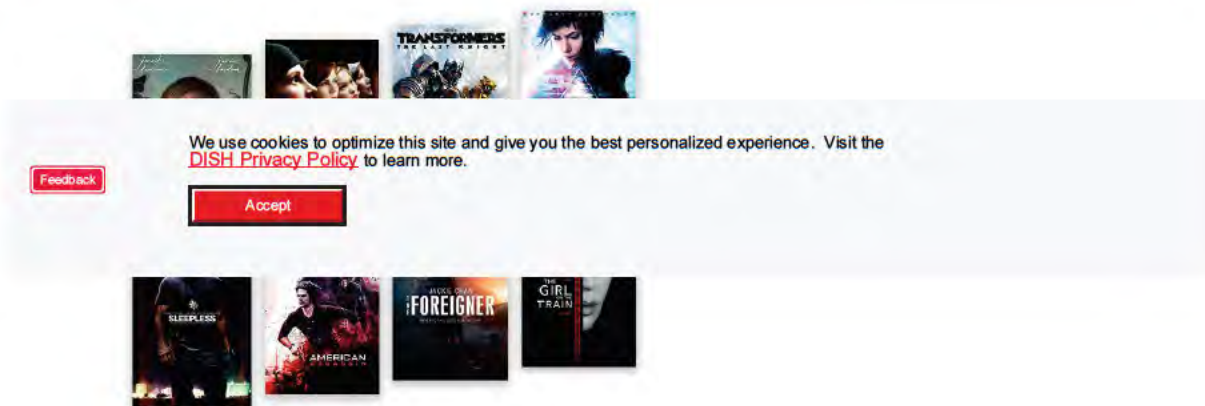
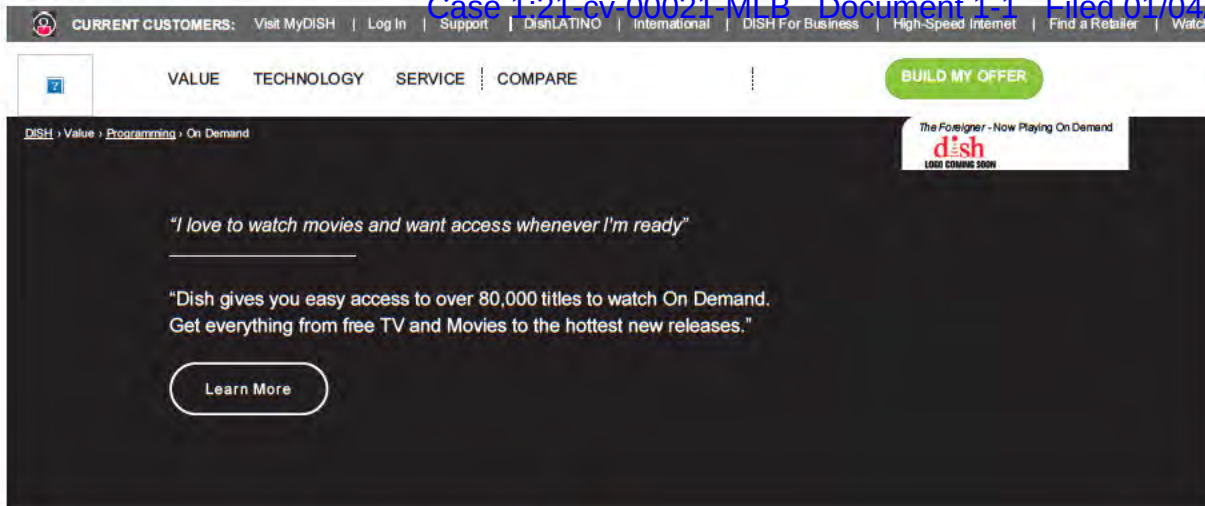
[TERMS & CONDITIONS](#) [PRIVACY POLICY](#) [SITE MAP](#) [LOCAL & REGIONAL SPORTS NETWORKS](#)

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Exhibit M



Watch TV and Movies On Demand

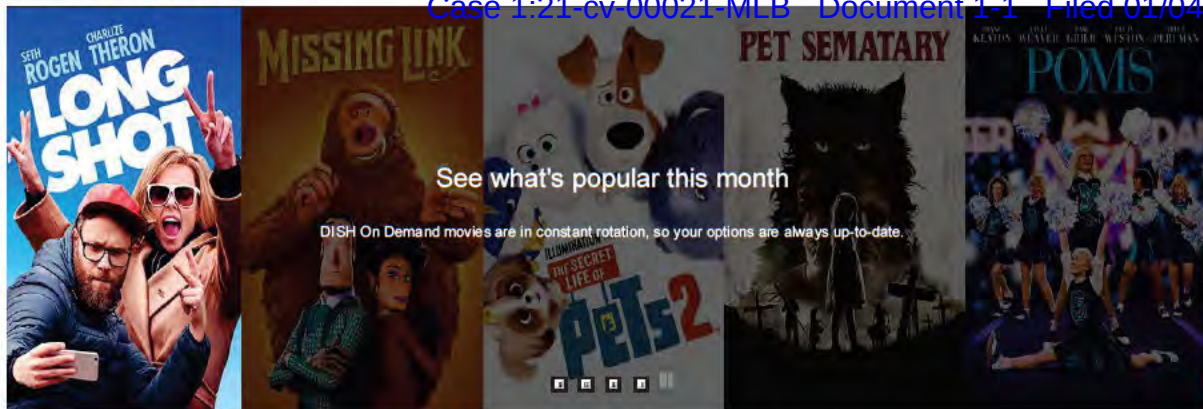
Watch when you want, where you want, and how you want with Dish on Demand. Get access immediately to a library boasting over 80,000 titles. Choose from the latest movie releases, your favorite TV shows and more at the touch of a button! All it takes is becoming a DISH subscriber to get this and more.



On Demand Movies

DISH has a library of movies - blockbuster hits, classics, new releases and more with DISH On Demand. Most movies on DISH are available to view earlier than through other providers, popular rental and even streaming services. We even have some available the same day as theatres! Forget finding showtimes and buying tickets. Get comfortable and turn on the latest flicks.

Learn More



Ways to Watch On Demand

We make it easy to watch the best On Demand content available. Select the type of entertainment you want to view and learn how DISH makes watching what you want On Demand easy!



How to watch free movies and shows on Demand

DISH has a huge free On Demand library that lets you select from countless free TV shows and movies, all available with your DISH TV package. Access and watch free movies and shows with just few clicks of your on-screen menu and browse through an On Demand library of more than 80,000 titles. Simply pick right package for your needs and start watching. It's that easy!

[Choose a package](#)

Pay-Per-View On Demand

We make it easy to watch the best in pay-per-view content, by simply allowing you to pick the programming you want to watch and order it with the touch of a button. We know you don't want to put in extra work figuring out what you want to watch and what's available. So, we have all the newest titles and upcoming events laid out, ready to watch with only a few clicks.

[Learn More](#)



Watch On Demand everywhere with DISH Anywhere

When you access On Demand programming with DISH Anywhere, you not only get the entertainment you want, but you get access to the same content you watch from your home on the go! Dish Anywhere gives you access to tons of the same entertainment you get with your set-top receiver, but you can watch it on your mobile phone, from your laptop or your tablet while on the go. With the ability to watch On Demand content anywhere with DISH, it's never been easier to get the entertainment you love!

Take your Entertainment on the go



On Demand Subscriptions

Connect your Hopper or Wally receiver to broadband internet and you can subscribe to even more networks found only On Demand. Get access to thousands of shows, movies, and more, all commercial-free! Whether your interest is comedy, fitness, documentaries, children's content, or family-friendly programming, there is an On Demand Subscription package that's right for you. Watch on your TV or on the go with DISH Anywhere!

Learn More



Get The Best On Demand Experience with an internet-connected Hopper 3 DVR >

Watch On Demand online anywhere, on your phone, tablet or TV >

Compare DISH to other Providers >

Get the perfect equipment for your needs >

See all of our packages >

Compare Packages by Channels >



DISH Cares connects our team with opportunities in local communities to make a difference for those who need it most.



Ranked #1 in Customer Satisfaction by J.D. Power[®]



- 24/7 Customer Support
- 99% Signal Quality
- Available Anywhere

Get the full DISH experience!

Stay in touch with DISH. Be sure to follow us on social media to get the latest updates on events, technology, offers and more.



Get updates from DISH.

ENTER YOUR EMAIL

Sign Up

VALUE

DISH Packages

Channel Lineup

Internet Bundles

Add On Packages

Premium Channels

TECHNOLOGY

Equipment

Features

Hopper 3

HopperGO

DISH Anywhere

SERVICE

Free Installation

Smart Home Services

Signal Reliability

24/7 Service

Available Nationwide

COMPARE

Compare Your Bill

DISH vs. DirecTV

DISH vs. Comcast Xfinity

DISH vs. Charter Spectrum

DISH vs. Cable

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Investor Relations

Service Agreements

Sports Packages	Whole Home DVR	DISH vs. Competition	Terms & Conditions
Adult Channels	TV Outdoors		Accessibility
On Demand	Equipment Customized	DISH SITES	DISH Affiliate Program
Latino Packages	Compare DISH Equipment	MyDISH	Alliance Group
Latino Add Ons		DishLATINO	Availability
International Add Ons		DISH for Business	Media Sales
		DISH Anywhere	Supplier Resources
		OnTech Smart Services	DISH Online Public File
		SlingStudio	Sitemap
		Careers	
		Become a Retailer	
		The DISH Blog	

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Exhibit N



Get Connected, Get More

Connect your equipment to the internet and get instant access to thousands of TV episodes and movies On Demand, mobile viewing using DISH Anywhere, and popular apps like Netflix – all for free!

[Get Connected](#)

Thousands of Shows and Movies On Demand



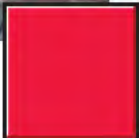
Thousands of Shows and Movies On Demand



Hopper Apps



DISH Anywhere



In the era of peak TV, it's almost impossible to watch everything live. Not to worry – with an internet-connected receiver, you can watch missed episodes, catch up on an entire season, or check out the newest shows and movies from the networks you already subscribe to. With a [premium](#) subscription, you can finally brush up on old favorites like *The Sopranos*, *Dexter*, and *Party Down*.

[See More Demand Content](#)

Get access to popular apps now with your Hopper receiver! Enjoy more movies, shows, and original series with your Netflix app. Listen to all your favorite music with Pandora. Find exciting sporting events with our own Game Finder app. Access customer support and view or pay your bill 24/7 from your remote.

[Learn More About Netflix on DISH](#)

Transform your computer, smartphone, or tablet into your TV and enjoy the comfort of home from anywhere! Only DISH lets you enjoy all your live channels, everything on your DVR, and thousands of On Demand titles to always keep you entertained.

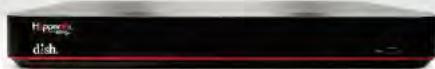
Viewing DVR recordings requires an internet-connected, Sling-enabled DVR and compatible mobile device. On Demand title availability varies based on your programming subscription.

[Learn More About DISH Anywhere](#)
dishanywhere.com

Exclusive On Demand Movies



Get Connected Now



Connecting a Hopper 3 or Hopper with Sling

- If you have wireless internet, getting connected is simple and requires no wires. Click the link below for step-by-step instructions, select your remote, and expand "Using Wi-Fi with Internal Wireless."
- If your internet router is next to your Hopper receiver, then all you have to do is plug in an Ethernet cord. For step-by-step instructions select your remote, and expand "Using Ethernet Cable."

[Step-by-step instructions](#)



Connecting a Hopper

- If your internet router is next to your Hopper receiver, then all you have to do is plug in an Ethernet cord. Click the link below for step-by-step instructions, select your remote, and expand "Using Ethernet Cable."
- If your internet router is not close to your Hopper receiver but you have wireless internet, getting connected with a Wireless Adapter is simple and requires no wires. [Order a Wireless Adapter \(WiFi BB Connector\)](#)

[Step-by-step instructions](#)



Connecting Other HD DVRs

- If your internet router is next to your HD DVR, then all you have to do is plug in an Ethernet cord.
- If your internet router is not close to your HD DVR, but you have wireless Internet, getting connected with a Wireless Adapter is simple and requires no wires. [Order a Wireless Adapter \(WiFi BB Connector\)](#)

[Step-by-step instructions](#)

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At DISH, we want to hear what you have to say!

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Exhibit O

[Guide](#)[DVR](#)[Sports](#)[On Demand](#)[More](#)[Login](#)

Frequently Asked Questions

Overview

What is DISH Anywhere?

DISH Anywhere is an online video site that allows you to instantly watch thousands of TV shows, movies, and clips on your computer – **all for free!**

DISH customers can log in to unlock even more content from the networks they subscribe to at home, including Starz, TNT, and more.

Plus, DISH customers can enjoy these advanced features:

- Program your DISH DVR from anywhere - Whether on your couch or away from home, DISH Anywhere is the easiest way to search for programs and schedule recordings of your favorite shows - all from your computer.
- Your TV on Your Computer - Take your home TV with you wherever you go. With the award-winning Hopper With Sling DVR or the Sling® Adapter, you can watch all of your live and recorded TV on DISH Anywhere – all your channels, everything on your DVR.

Do I need to pay to use DISH Anywhere?

DISH Anywhere provides access to thousands of TV shows and movies that are part of your subscription package. DISH customers can log in with their DISH user ID and password to:

- Unlock all content from networks you already subscribe to at home through your DISH service.
- Search the guide and schedule DVR recordings – all online.

What will I need to access the advanced features of DISH Anywhere?

To Unlock Premium Content:

You must be a DISH customer and log in with your DISH user ID and password. The networks you subscribe to at home will then “unlock”, giving you access to watch them online.

To Schedule DVR Recordings:

You must have a DVR on your DISH account. Once you log in with your DISH user ID and password, ensure your DVR is selected in the upper right corner.

To Watch My Live TV and DVR Recordings:

You must have a Sling-enabled DVR - either the Hopper With Sling, ViP SlingLoaded 922 or a ViP 722 or 722k with a Sling Adapter. This DVR must also be connected to the Internet. Once you log in with your DISH user ID and password, ensure your Sling-enabled DVR is selected in the upper right corner.

If you do not have a DISH user ID or are not subscribed to DISH services go to www.dish.com to set these up today! Once you have completed this process you can log in to DISH Anywhere and enjoy premium content and features.

Getting Started

How do I log in to DISH Anywhere?

Simply click “Log in” at the top of the page and enter your DISH user ID and password. This is the same ID and password you would use to log into www.dish.com

If you are a DISH subscriber, but do not have a user ID and password, you can register your account online by entering your account details [here](#)

If you are not a DISH subscriber, we invite you to go to www.dish.com and see what you’re missing out on. Remember, while everyone can use DISH Anywhere, only DISH subscribers can get access to the premium content and advanced features.

How do I set parental controls on the site?

Once you are logged in on DISH Anywhere, click the user icon at the top-right of the page. A menu will appear. Click on “Manage Profiles”.

On the Profiles page, click the pencil icon on the account you want to set parental controls for, or click on “Add Profile” and select the account type as “Kid”.

Select the movie and show ratings that you wish to block. You will need to create a passcode to save the changes. Remember your passcode as you will be asked to enter it every time you select a title to watch that exceeds the rating you have allowed. You will also need to enter this passcode to make any future changes to the Parental Control settings.

Note: Setting Parental Controls does not hide the content on the site, but the content will only play when you enter your passcode successfully.

Watching Content

What On Demand content is available on DISH Anywhere?

DISH Anywhere features over 50,000 full-length TV shows and movies from over 150 of the top networks including ABC, CBS, Bravo, and many more.

DISH customers can log in to watch even more content from the networks they already subscribe to through their home DISH account – including Starz, A&E, TNT, TBS, and more.

To see the Networks available to you, click "Networks" in the main menu.

How do I find my favorite TV shows or movies?

If you have something specific in mind, use the Search feature (magnifying glass icon) in the upper right corner. Type in the show, movie, actor, or keyword, and view the results of the available content on DISH Anywhere.

Can I download videos from DISH Anywhere?

DISH Anywhere currently does not support video downloads to your PC.

Why can't I find a video that I previously watched on DISH Anywhere?

If you are receiving a message stating that a video is not found or is no longer available, it is likely because the video has expired.

As much as we'd love to keep all our videos available all the time, content providers will sometimes limit the length of time a video is available or ask us to expire a video. We will do our best to provide you with information on availability and warn you when a video is set to expire.

Why are some episodes of shows not available?

The TV shows on DISH Anywhere are provided under licensing rules that can limit the number of episodes we can serve online and the length of time they are available on our site. If you can't find the episode you want, it might have expired; it's also possible that we have not yet made it available on the website.

Why can't I view the content on DISH Anywhere outside of the United States?

Due to copyright restrictions, the online videos on DISH Anywhere are currently available only to users within the United States and its territories. We would love to make our content available internationally and are working with our content providers to relax these restrictions.

While outside of the U.S., DISH customers with a DISH DVR can use DISH Anywhere to access their DVRs and schedule recordings.

Where can I view My Purchased Content?

You will always be able to watch your purchased content on DISH Anywhere in the My Purchases section. Purchased content will also be available in Video On Demand on your DISH receiver. You can view your Movies & Shows Purchase History at mydish.com.

Please download the free DISH Anywhere app for [iPhone](#), [iPad](#), [Android](#), [Kindle Fire HDX](#), [Fire TV](#) or [Android TV](#) to watch your TV show or movie on the go.

How TOs

How do I schedule DVR recordings on DISH Anywhere?

Scheduling DVR recordings on DISH Anywhere is available with the following DISH DVRs: 512 (SD/DVR), 522, 625, ViP® 612, ViP® 622, ViP® 722, ViP® 722k, ViP® 922, Hopper (XiP813), Hopper 2 (XiP913), and Hopper 3 (ZiP1018).

If you don't have one of these compatible DVRs, you can upgrade today by calling 1-800-894-9131 or by chatting with our agents by clicking on the "Chat Support" button at the top of the page. Our chat agents are available between 7 AM and 2 AM EST.

To find a program to record, select "Guide" in the main menu and browse the upcoming airings. Once you find a program you would like to record, simply click on the program's title. Then, click "Record" to schedule the recordings on your DVR.

You can also set recordings from a movie or show page. Search for the show or movie you would like to record. Once you are on that program's page, scroll down to see upcoming airings. Next to each airing, you will see a "Record" button. Click on this button to schedule the recording.

Note: If you have multiple receivers, please ensure you have the correct DVR selected when scheduling recordings. The receiver selected can be seen in the upper right corner of the page. Click on the down arrow next to the receiver image to display all of the receivers associated with your DISH account. Select the one you wish to use from this list.

How do I edit or delete my DVR recordings?

To view your DVR recordings, select "My Recordings" under DVR in the main menu. Find the show or movie that has a recording you wish to delete and click on it. From a movie's detail page, you can click the "Delete" button. From a show's detail page, find the episode you want to delete and click the "Delete" button to delete that episode.

To edit your DVR timers, select "My Timers" under DVR in the main menu. Find the timer you wish to edit, then click the "Edit" button next to the title. A pop-up will appear that will allow you to adjust the timer settings. You may also delete the timer by clicking the trash can icon to the right of the title.

Note: If you have multiple receivers, please ensure you have the correct DVR selected. The receiver selected can be seen in the bottom right corner of the page. Click on the up arrow next to the receiver image to display all of the receivers associated with your DISH account. Select the one you wish to use from this list.

How do I watch my Live TV and DVR recordings?

You must have a Sling-enabled DVR - either the Hopper With Sling, ViP SlingLoaded 922, ViP 722 or 722k with a Sling Adapter. This DVR must also be connected to the Internet. Once you log in with your DISH user ID and password, ensure your Sling-enabled DVR is selected in the upper right corner.

To watch Live TV, select "Live TV" in the main menu. A live stream of your home TV will begin playing. Use the controls on the player to change channels. You can also select "Guide" from the main menu. Click on a show title that is currently airing. A pop-up will appear. Select "Watch Online" to begin playing.

To watch DVR recordings, select "My Recordings" under DVR in the main menu. Find the recording you wish to watch and select the play button next to the title.

How do I connect my DISH DVR to the Internet?

For detailed instructions, please visit www.mydish.com/support/getconnected.

Troubleshooting

How do I resolve log in issues?

If you are having trouble logging in, please try the following steps:

1. Check to make sure you have registered your DISH account and have created a DISH user ID and password.
2. Verify you are entering both your ID and password correctly. Bear in mind that the password is case sensitive.
3. If you are still experiencing difficulties logging in, please get in touch with one of our chat agents by clicking on the "Chat Support" button at the top of the page. Chat agents are available from 7 AM to 2 AM EST.

What are the DISH Anywhere system requirements?

Network and Bandwidth

We recommend a upstream and downstream bandwidth of 3Mbps or higher for the smoothest playback experience.

You can test your bandwidth [here](#). To initiate the speed test, select an icon on the map that is closest to your geographic location and click "Begin Test". Once complete, your downstream bandwidth is displayed in the DOWNLOAD box.

Operating System

Microsoft Windows 7 or above

Macintosh OS X 10.9 or above

Recommended Browsers

We actively support the last two production versions of the following browsers:

- [Google Chrome](#)
- [Apple Safari](#)

JavaScript and cookies must also be enabled.

Why am I having problems watching online video on my computer?

A video is not playing for me. Why might this be?

1. Your browser may not be supported. Make sure you are using one of the recommended browsers. These include:
[Google Chrome](#)
[Apple Safari](#)
2. Are you viewing from outside the United States? Currently, the online videos on DISH Anywhere are only available to users within the United States due to copyright restrictions. We would love to make our content available internationally, and are working with our content providers to ease these restrictions.

I'm experiencing problems with my audio.

Here are some troubleshooting tips:

1. Verify that your player is not muted by clicking the speaker icon.
2. Verify that your computer speaker volumes and settings are correctly set.
3. Verify that other media speakers such as Windows Media Player or QuickTime can output audio. Then restart the browser and try watching DISH Anywhere videos again.



[Watchlist](#) [Chat Support](#) [FAQs](#) [Terms of Use](#) [Privacy Policy](#) [Get DISH](#) [Pay My Bill](#)
[Feedback](#)

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Exhibit P



Chris Fowler, ESPN Analyst

DISH Anywhere® App

The DISH Anywhere App allows you to instantly watch thousands of movies and TV shows on your computer or mobile device - all for free!

Take Your TV Anywhere

Watch live and recorded TV on-the-go or get access to thousands of movies and shows On Demand. It's your TV, take it with you!



Watch Live and Recorded TV

Enjoy live sporting events, weather, and news with the DISH Anywhere App! Plus, access recorded shows from your internet-connected, Sling-enabled DVR no matter where you go. You can even start watching your favorite shows on your TV and resume watching later on your computer or mobile device.

NEW - for everyone!

Watch Now



Watch On Demand

With the DISH Anywhere App, you'll have access to thousands of your favorite On Demand movies and shows for free – all on the go!

[See Free On Demand Content](#)



Manage and Transfer DVR Recordings

Set recordings on your Hopper® receiver directly from your mobile device – or transfer existing recordings from your DVR to your mobile device with the DISH Anywhere App to enjoy your TV without internet access.

[How to Transfer Recordings](#)

Still have questions? [Visit our support section.](#)

NASCAR + DISH Anywhere App

Watch the NASCAR Playoffs on NBC and NBCSN anywhere with DISH.

[Show Transcript](#)

Dale Jarrett and Kyle Petty with the DISH Anywhere app





Watch on your devices



Watch on your
computer



Download on the
App Store

Download for iPhone



Download on the
App Store

Download
for iPad



GET IT ON
Google play

Download for Android



Available at
amazon

Download for
Kindle Fire HDX

fire tv stick

Watch on Your Fire TV
Stick

Requires Android OS 6.0 or higher to watch on an Android device, iOS 9.0 or higher to watch on an iPhone or iPad, or Fire OS 5.0 or higher to watch on a Kindle Fire HDX. Android tablets using an Atom chipset do not support Hopper Transfer.

Watching TV Just Got Even Better

Connect your Hopper to the internet to unlock amazing features like free On Demand content, 100% of your TV on-the-go with the DISH Anywhere® App, and more.

1

Go to Settings in your Hopper menu

2

Select Internet

3

Connect to your Wi-Fi

[See additional details for connecting your receiver](#)



At DISH, we want to hear what you have to say!

[Leave Feedback](#)

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Exhibit Q

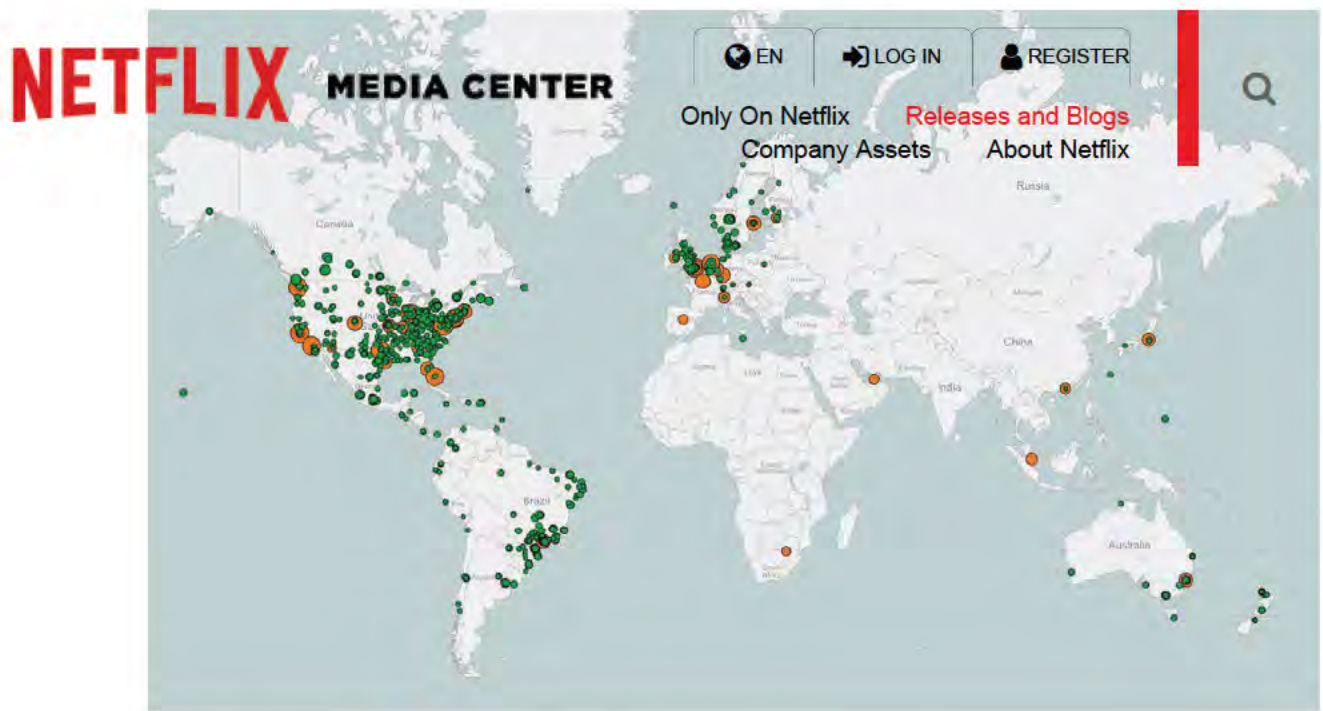


17 March 2016

How Netflix Works With ISPs Around the Globe to Deliver a Great Viewing Experience

Tomorrow we'll release Season 2 of *Marvel's Daredevil* to 190 countries simultaneously. Netflix members all over the planet will instantly be able to stream the show on any internet-connected device. Even though millions of people around the world will be watching, there will be very little additional traffic on the "internet" because of a decision we made in 2011 to build our own content delivery network, or CDN.

Since we went global in January, we've had increased interest in how we deliver a great Netflix viewing experience to 190 countries simultaneously. We achieve that with Netflix Open Connect, our globally distributed CDN. This map of our network gives you a sense for how much this effort has scaled in the last five years.



■ ISP Locations
 ■ Internet Exchange Point (circles are sized by volume)

Netflix Open Connect delivers 100% of our video traffic, currently *over 125 million hours of viewing per day*. This amounts to tens of terabits per second of simultaneous peak traffic, making Netflix Open Connect one of the highest-volume networks in the world.

Globally, close to 90% of our traffic is delivered via direct connections between Open Connect and the residential Internet Service Providers (ISPs) our members use to access the internet. Most of these connections are localized to the regional point of interconnection that's geographically closest to the member who's watching. Because connections to the Netflix Open Connect network are always free and our traffic delivery is highly localized, thousands of ISPs around the world enthusiastically participate.

We also give qualifying ISPs the same Open Connect Appliances (OCAs) that we use in our internet interconnection locations. After these appliances are installed in an ISP's data center, almost all Netflix content is served from the local OCAs rather than "upstream" from the internet. Many ISPs take

NETFLIX

MEDIA CENTER

advantage of this option, in addition to local network

interconnection, because it reduces the amount of

capacity they need to build to the rest of the internet

since Netflix is no longer a significant factor in that

capacity. This has the dual benefit of reducing the

ISP's cost of operation and ensuring the best possible

Netflix experience for their subscribers.

We now have Open Connect Appliances in close to 1,000 separate locations around the world. In big cities like New York, Paris, London, Hong Kong, and Tokyo, as well as more remote locations — as far north as Greenland and Tromsø, Norway and as far south as Puerto Montt, Chile, and Hobart, Tasmania. ISPs have even placed OCAs in Macapá and Manaus in the Amazon rainforest — on every continent, except Antarctica and on many islands such as Jamaica, Malta, Guam, and Okinawa. This means that most of our members are getting their Netflix audio and video bits from a server that's either inside of, or directly connected to, their ISP's network within their local region.

As our service continues to grow in all of the new global locations we're reaching, so will our Netflix Open Connect footprint, as ISPs take advantage of the costs savings available to them by participating in our Netflix Open Connect program. That means Netflix quality in places like India, the Middle East, Africa and Asia will continue to see improvements.

How Does Open Connect Work?

We shared in a [recent blog post](#) that Netflix uses Amazon's AWS "cloud" for generic, scalable computing. Essentially everything before you hit "play" happens in AWS, including all of the logic of the application interface, the content discovery and selection experience, recommendation algorithms, transcoding, etc.; we use AWS for these applications because the need for this type of computing is not unique to Netflix and we can take advantage of the ease of use and growing commoditization of the "cloud" market.

EN

LOG IN

REGISTER

Open Netflix

Releases and Blogs

Company Assets

About Netflix



NETFLIX**MEDIA CENTER**

Everything *after* you hit “play” is unique to Netflix, and our growing need for scale in this area presented the opportunity to create greater efficiency for our content delivery and for the internet in general.

EN

LOG IN

REGISTER

Content Netflix

Releases and Blogs

Company Assets

About Netflix



To understand how all of this happens, let’s look a little more deeply at how Open Connect came about, and how it works:

Netflix Open Connect was originally developed in 2011 (and [announced in 2012](#)) as a response to the ever-increasing scale of Netflix streaming. Since the launch of the streaming service in 2007, Netflix had proved to be a significant and increasingly large share of internet traffic in every market in which we operated. Although third-party content delivery networks were doing a great job delivering Netflix content (as well as all kinds of other content on the internet), we realized we could be much more efficient based on our knowledge of how our members use Netflix. Although the number and size of the files that make up our content library can be staggering, we are able to use sophisticated popularity models to make sure the right file is on the right server at the right time. These advanced algorithms share some common approaches, and sometimes common inputs, with our industry-leading content recommendation systems.

As we touched on above, pre-positioning content in this way allows us to avoid any significant utilization of internet “backbone” capacity. Take the continent of Australia, for example. All access to internet content that does not originate in Australia comes via a number of undersea cables. Rather than using this expensive undersea capacity to serve Netflix traffic, we copy each file *once* from our US-based transcoding repository to the storage locations within Australia. This is done during off-peak hours, when we’re not competing with other internet traffic. After each file is on the continent, it is then replicated to dozens of Open Connect servers within each ISP network.

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Beyond the basic concept of pre-positioning content, we were also able to focus on creating a highly efficient combination of hardware and software for our Open Connect Appliances. This specialization and focus on optimization has allowed us to improve OCA efficiency by an order of magnitude since the start of the program. We went from delivering 8 Gbps of throughput from a single server in 2012 to over 90 Gbps from a single server in 2016.

At the same time, Open Connect Appliances have become smaller and more power efficient. This means each TV show or movie that is watched by a Netflix subscriber requires less energy to power and cool a server that fits into a smaller space. In fact, our entire content serving footprint is carbon neutral, as we recently pointed out in [this blog](#).

Moving Forward

This year, we've extended our service everywhere in the world, with the exception of China. We're excited

NETFLIX MEDIA CENTER

about the role Netflix Open Connect can play in
bringing enjoyment to people all over the planet. It
feels like the adventure is just beginning!

EN

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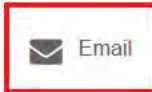
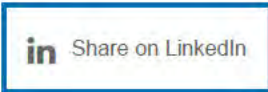
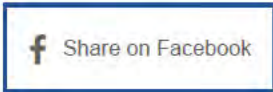
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About Netflix



-Ken

Ken Florance is Vice President, Content Delivery at Netflix



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Exhibit R

The Anatomy of a Live OTT Service



Hulu Tech

Sep 18, 2018 - 2 min read

The “Anatomy Of” series is a collection of visuals that give a behind the scenes look at the systems that power over-the-top television.

We’re seeing television’s most significant transformation in decades, with viewers watching more TV on the go and on any device. Streaming viewership has continued to rise and dMVPDs are building new systems and processes to deliver live TV over the internet.

There’s a ton of work that goes on behind the scenes to bring Hulu with Live TV to our viewers. This diagram explores the complex process of receiving content from our network partners and delivering it to our viewers’ devices across the country. Curious to learn more about the process? Be on the lookout for a series of posts detailing our live OTT system, coming in the next few days.

Click the Diagram to Expand

Glossary

- **Encoding:** converting a high-quality video signal into different resolutions & quality.
- **Repackaging:** changing the format of segments for different delivery standards for different devices
- **Segment:** a small portion of a video stream
- **Manifest:** textual data describing what segments to fetch and in what order
- **EPG:** electronic program guide
- **Gateway:** standard way for devices to get information about programs & channels
- **VOD:** video on demand (as opposed to live)

Live OTT Service on Hulu

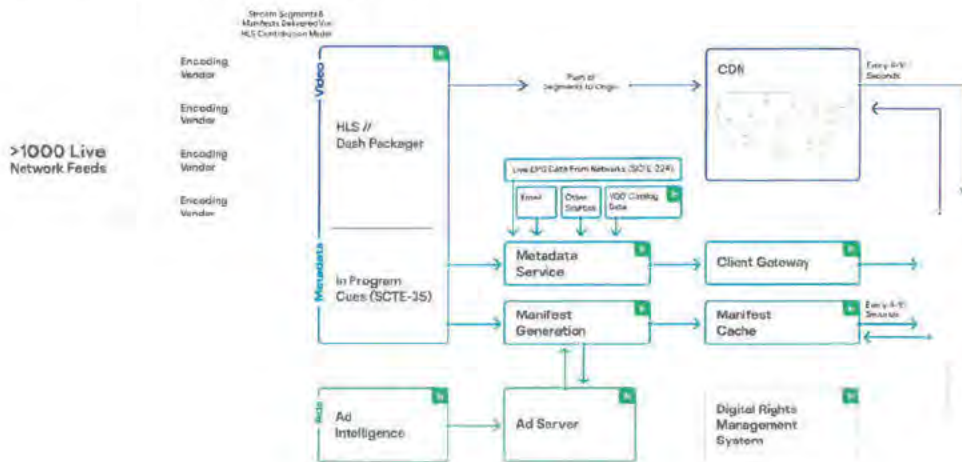


Exhibit S

The Challenges of Live Linear Video Ingest — Part Three: Key Learnings



Hulu Tech [Follow](#)

Sep 27, 2018 · 7 min read

By Allison Deal, Senior Software Developer



If you're just joining us, check out parts one and two of our live video ingest blog series before jumping into our final post. In Part One, we talked about the challenges and design requirements for our live video ingest system, and outlined how we built the system in Part Two. In the final post of the series, we'll take a closer look at specific learnings around the most challenging issues we encountered when building our live video ingest service.

Unlike most consumer-facing systems, our live video ingest service has a steady and predictable request rate due to the consistency at which video playlists and segments are published. Specifically, the goal is to provide the highest availability live streaming service, with the highest quality of video that a viewer can consume for their bandwidth. Here are some of the specific challenges we identified and mitigated to reduce downstream rebuffering and playback errors for our viewers.

Varied Inputs Require a Robust, Flexible System

If you've been following along from our previous post, you know that we work with multiple vendors that provide us with encoded streams from many networks. Because there are many sources and parties involved in this process, the video files and metadata we receive are often changed in a variety of ways before the stream reaches Hulu. We follow multiple industry standards to ensure that system inputs are received in a regulated, consistent manner. However, these specifications are often implemented differently by each party.

In order to optimize the service for each input set, we have developed unique configurations that can be automatically or manually applied on a per channel, per provider, or per vendor basis. These configurations allow us to calibrate processing and specify error thresholds based on the traits of any given stream or set of streams.

Timestamp Alignment and Precision

One important functionality of the ingest system is identifying different renditions that contain the same video. The system initially incorrectly assumed that all wall clock timestamps would be aligned for the same content across the bitrate ladder, which is necessary for the client to smoothly switch between qualities. In order to mitigate this problem, we added a configuration to control timestamp precision. In some cases, this is set up to one tenth of a second to correctly align video segments across qualities. In other cases, a separate configuration is applied so that these rendition groups are identified by common video PTS (presentation timestamp) values.

Automatically Ending Ad Breaks

SCTE-35 markers are used for indicating when ad pods and programs start and end. The hardware and systems used to insert this metadata were originally designed for digital television and cable. The SCTE-35 specification, which details how these messages are sent, has evolved and expanded its scope over

the years, but digital systems in the workflow aren't always able to keep up to date with the recent versions. Different vendors often interpret the specification in ways which aren't compatible or interoperable. The SCTE-35 specification, which details content metadata conversion for OTT compatibility, contains very loose definitions and is often implemented differently by each channel or provider. These markers are generated by each TV station and are often modified when passed through each provider and vendor before reaching Hulu. Occasionally, ad start markers may indicate inaccurate ad durations, and sometimes ad end markers are not received by Hulu at all. In order to prevent the user from experiencing an unending ad state when inaccurate markers are sent, Hulu ingest automatically times out the ad and puts the user back into a program after a configurable amount of time. The system's ad timeline logic simply logs any late cue-in (ad end) events for later optimization of the channel's timeout limit.

Timestamp Integrity

Occasionally, we see media playlists with timestamps referencing media files into the past or future. In order to ensure that we only process live video, we verify that incoming playlists and media fall within a channel's reasonable current timestamp window before ingesting.

To Build the Best System: Fine Tune, Fine Tune, Fine Tune

Each component of our system needs to be finely tuned and optimized to minimize latency and errors. Video processing is complex, and one seemingly small error or latency can cause streams to be incorrectly ingested or not processed in time to keep up with the live edge.

Minimum Segment Duration

Video segments are split by the encoder at a regular cadence of four seconds. However, these segments are cut shorter when content transitions between a program and advertisement, regardless of duration, so that a media segment only contains ad or only contains program content. This is necessary so that we can dynamically replace original ad segments with new ads relevant to each viewer. Consecutive ad markers occurring very close together were resulting in multiple sub-second segments in a row. Often, the time it takes to transfer and process each of these segments is longer than the segment's duration, resulting in rebuffering and poor playback quality for users. To mitigate this problem, we have worked with video encoding vendors to combine consecutive ad markers and ensure a minimum segment duration of 0.5 seconds.

Rebuffer event count over time. Minimum segment duration change was enabled just after 21:00.

Segment Publishing Timeout

Encoding vendors first attempt to post media files to Hulu's ingest service, followed by its corresponding media playlist. In the case where the media was unable to be published within a certain amount of time, the media playlist will contain a discontinuity to indicate the segment missing, and it will not be available for the end user during video playback. By working with our vendors to set varied minimum segment publish timeouts between 150% of segment duration (for longer segments) and 250% of segment duration (for shorter segments), we decreased the missing segments in our system by 52%. This is

compared to the previous configuration of using minimum timeouts equivalent to 150% of segment duration across the board.

Publish Offset

When our packaging service detects a high number of missing segments on a channel, we alter a configuration to increase the time to wait for the segments to arrive from the encoding vendor before the system gives up and moves on to more recent video. An increase in this wait time will cause users to fall more behind the live edge, but fewer segments will be missing and users will have a more continuous playback experience, so we only enable this offset on the most problematic channels. Decreasing this publishing latency causes more missing segments, but viewers will remain closer to the viewing content in real-time. By analyzing missing segment metrics, we find that setting the wait duration to be equivalent to 100% of the segment length decreases the frequency of missing segments by 63%. Any increase beyond this amount minimally improves playback experience and pushes the users unnecessarily behind the live-edge.

Tips for Better Media File Transfer: Private Vendor Connections and Optimizing Amazon S3

Another major challenge was speeding up transfer times of media files during ingest. These media files are first s ion.

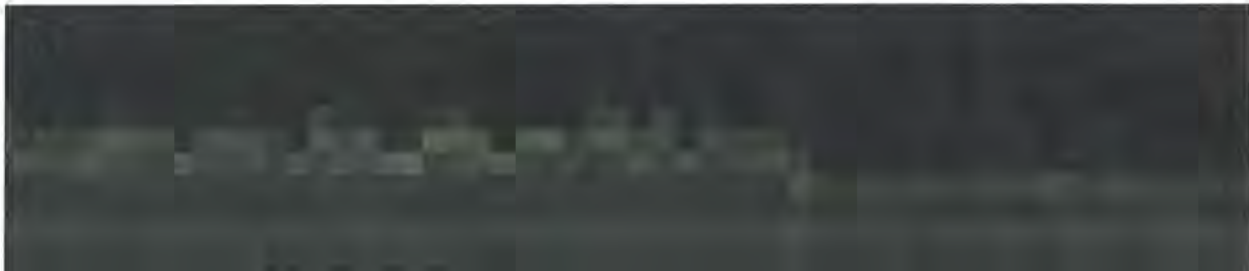
Vendor Network Connections

Hulu's encoding vendors are located in various regions across the United States. We noticed that performance of transferring media files from vendors on the opposite coast to our ingest service was not where we wanted it to be, utilizing public internet connections, which caused latency and unpredictable performance. To overcome this challenge, we worked closely with our vendors to setup AWS Direct Connect and establish private connections between

vendors' publishing platforms and Hulu's ingest service. This bypasses public internet, resulting in faster and more consistent file transfer speeds.

S3 File Operations

Our service uses S3 for both temporarily and permanently storing playlists and video segments. We identified sporadic S3 file operation times as a challenge to achieve consistent user playback quality. S3 upload and copy operations are critical to processing because if a video cannot be saved or moved to the correct location in time, it will not be available for end users and result in playback interruption. To remove the sporadic operations times, we continuously analyze metrics to determine a current expected median time for each file based on its size. Once an elapsed file publish time exceeds this expected time, the publish operation is immediately cancelled and retried by the publishing service. This implementation improved under-performing S3 operation times by up to 35% and eliminated nearly all cases of playback degradation.



Slowest 1% of publish operation times (milliseconds). Retry feature was enabled just before 15:00.

Conclusion

Although we encountered a variety of new challenges when working with multiple input sources and connections, in many cases we were able to identify and mitigate problematic aspects of our original implementation to meet our initial requirements and improve our video ingestion pipeline. Overall, our design was sufficient for our initial Live TV launch, but we're continuously

improving and adding new features and capabilities to build an even better playback experience for our viewers.

Attending Grace Hopper this year? Come say hello and join me for an in-depth talk about our live linear video ingest system on Thursday, 27th at 1PM!

Interested in joining our video team and working on similar systems? See our full list of openings now.

Allison Deal is a senior software developer at Hulu, specializing in video encoding and streaming technologies. She works on building and scaling the end-to-end live and on-demand video pipelines, with the ultimate goal of improving the playback experience for all viewers. She has been at Hulu for over three years, with prior stints at Rdio and Boeing, where she worked in Research and Development.

[OTT](#) [Streaming Video](#) [Software Development](#) [Hulu](#) [Live Streaming](#)

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IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

Richard T. Alexander, Jr.
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
CITY OF BROOKHAVEN, GEORGIA; and
UNIFIED GOVERNMENT OF ATHENS-
CLARKE COUNTY, GEORGIA; on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV, LLC;
DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

20-A-07909-10

NO. _____

Jury Trial Demanded

SUMMONS

TO THE ABOVE NAMED DEFENDANT **DIRECTV, LLC**
c/o CT Corporation System
289 S. Culver Street
Lawrenceville, GA 30046

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorneys, whose names and address are:

Timothy Rigsbee
Robert L. Ashe III
Jennifer L. Peterson
BONDURANT MIXSON & ELMORE, LLP
1201 West Peachtree Street, NW
Suite 3900
Atlanta, GA 30309

an answer to the Complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This **23** **NOVEMBER**
day _____, 2020.

Richard T. Alexander, Jr.
Clerk of Superior Court

By: *Chon Vanez*
Deputy Clerk

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

Richard T. Alexander, Jr.
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
CITY OF BROOKHAVEN, GEORGIA; and
UNIFIED GOVERNMENT OF ATHENS-
CLARKE COUNTY, GEORGIA; on behalf of
themselves and all others similarly situated,

Plaintiffs,

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NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV, LLC;
DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

20-A-07909-10

NO. _____

Jury Trial Demanded

SUMMONS

TO THE ABOVE NAMED DEFENDANT **DISH NETWORK CORP.:**

Corporation Service Company
40 Technology Parkway South
Suite 300
Norcross, GA 30092

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorneys, whose names and address are:

Timothy Rigsbee
Robert L. Ashe III
Jennifer L. Peterson
BONDURANT MIXSON & ELMORE, LLP
1201 West Peachtree Street, NW
Suite 3900
Atlanta, GA 30309

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This **23** day **NOVEMBER**, 2020.

Richard T. Alexander, Jr.
Clerk of Superior Court

By: *Chon Vanez*
Deputy Clerk

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

Richard T. Alexander, Jr.
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
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themselves and all others similarly situated,

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NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV, LLC;
DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE
20-A-07909-10
NO. _____

Jury Trial Demanded

SUMMONS

TO THE ABOVE NAMED DEFENDANT **DISH NETWORK L.L.C.:**

Corporation Service Company
40 Technology Parkway South
Suite 300
Norcross, GA 30092

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorneys, whose names and address are:

Timothy Rigsbee
Robert L. Ashe III
Jennifer L. Peterson
BONDURANT MIXSON & ELMORE, LLP
1201 West Peachtree Street, NW
Suite 3900
Atlanta, GA 30309

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Richard T. Alexander, Jr.
Clerk of Superior Court

By: *Chon Vanez*
Deputy Clerk

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

Richard T. Alexander, Jr.
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
CITY OF BROOKHAVEN, GEORGIA; and
UNIFIED GOVERNMENT OF ATHENS-
CLARKE COUNTY, GEORGIA; on behalf of
themselves and all others similarly situated,

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v.

NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV, LLC;
DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE
20-A-07909-10

NO. _____

Jury Trial Demanded

SUMMONS

TO THE ABOVE NAMED DEFENDANT **DISNEY DTC LLC:**
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorneys, whose names and address are:

Timothy Rigsbee
Robert L. Ashe III
Jennifer L. Peterson
BONDURANT MIXSON & ELMORE, LLP
1201 West Peachtree Street, NW
Suite 3900
Atlanta, GA 30309

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23 **NOVEMBER**
This ___ day _____, 2020.

Richard T. Alexander, Jr.
Clerk of Superior Court

By: *Sharon Vanezy*
Deputy Clerk

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

Richard T. Alexander, Jr.
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
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CLARKE COUNTY, GEORGIA; on behalf of
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NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV, LLC;
DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

SUMMONS

TO THE ABOVE NAMED DEFENDANT **HULU, LLC:**

c/o CT Corporation System
289 S. Culver Street
Lawrenceville, GA 30046

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorneys, whose names and address are:

Timothy Rigsbee
Robert L. Ashe III
Jennifer L. Peterson
BONDURANT MIXSON & ELMORE, LLP
1201 West Peachtree Street, NW
Suite 3900
Atlanta, GA 30309

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This **23** day **NOVEMBER**, 2020.

Richard T. Alexander, Jr.
Clerk of Superior Court

By: *Sharon Vanezy*
Deputy Clerk

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

Richard T. Alexander, Jr.
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
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DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE
20-A-07909-10

NO. _____

Jury Trial Demanded

SUMMONS

TO THE ABOVE NAMED **DEFENDANT NETFLIX, INC.:**
c/o CT Corporation System
289 S. Culver Street
Lawrenceville, GA 30046

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorneys, whose names and address are:

Timothy Rigsbee
Robert L. Ashe III
Jennifer L. Peterson
BONDURANT MIXSON & ELMORE, LLP
1201 West Peachtree Street, NW
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This **23** day **NOVEMBER**, 2020.

Richard T. Alexander, Jr.
Clerk of Superior Court

By: *Richard T. Alexander, Jr.*
Deputy Clerk

Addendum sheets for additional parties attached hereto.

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

Robert J. Alumbaugh
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
CITY OF BROOKHAVEN, GEORGIA;
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GEORGIA; on behalf of themselves and
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Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

**PLAINTIFFS' MOTION FOR APPOINTMENT
OF SPECIAL PROCESS SERVER**

COME NOW the above-referenced Plaintiffs, pursuant to O.C.G.A. § 9-11-4 (c) and show this Court that expedited service on Defendants is necessary and request the appointment of a special process server to serve Defendants, as authorized under the law.

WHEREFORE, Plaintiffs move this Court for an Order appointing Donnie Briley, an agent of ABC Legal who is not an interested party to the suit, a citizen of the United States, and over the age of 18 years, to serve Defendants with process, and to make a return on those services pursuant to O.C.G.A. § 9-11-4 (c). Attached as Exhibit A is the Affidavit of Donnie Briley. A proposed Order is attached as Exhibit B.

Respectfully submitted this 30th day of November, 2020.

/s/ Robert L. Ashe III

Robert L. Ashe III
Georgia Bar No. 208077
ashe@bmelaw.com

BONDURANT MIXSON & ELMORE, LLP
3900 One Atlantic Center
1201 West Peachtree Street, NW
Atlanta, Georgia 30309
Tel.: (404) 881-4100

EXHIBIT A

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

GWINNETT COUNTY, GEORGIA;
CITY OF BROOKHAVEN, GEORGIA;
and UNIFIED GOVERNMENT OF
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DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

AFFIDAVIT OF SPECIAL PROCESS SERVER

Personally appeared before the undersigned officer duly authorized to administer oaths in the State of Georgia, Donnie Briley, who having been duly sworn, deposes and states as follows:

My name is Donnie Briley. I am over the age of eighteen (18) years and am a citizen of the United States. I am not a convicted felon.

I am a non-party to this action and I am not related by employment or otherwise to Plaintiffs, Plaintiffs' attorneys, or Defendants, in the above styled case.

FURTHER AFFIANT SAYETH NOT.

This 25 day of November, 2020.

Donnie Briley
Donnie Briley

Sworn to and subscribed before me this
25 day of Nov., 2020.

Julie Amason
Notary Public

My Commission Expires:

7-24-2024

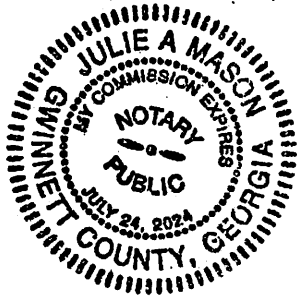


EXHIBIT B

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
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GWINNETT COUNTY, GEORGIA;
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DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

PROPOSED ORDER

Upon Motion of the Plaintiffs for Appointment of Special Process Server, and it appearing appropriate, just and equitable,

It is considered, ordered and adjudged that Donnie Briley, an agent of ABC Legal, a citizen of the United States over the age of 18 years, and a party having no interest in the above-styled case, is hereby appointed special agent for service of Summons and Complaint in this case upon the Defendants.

SO ORDERED, this ____ day of _____, 2020.

Judge, Superior Court of Gwinnett County

ORDER PREPARED BY:

Robert L. Ashe III
Georgia Bar No. 208077
ashe@bmelaw.com
BONDURANT MIXSON & ELMORE, LLP
3900 One Atlantic Center
1201 West Peachtree Street, NW
Atlanta, Georgia 30309
Tel.: (404) 881-4100

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

GWINNETT COUNTY, GEORGIA;
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Judge, Superior Court of Gwinnett County

ORDER PREPARED BY:

Robert L. Ashe III
Georgia Bar No. 208077
ashe@bmelaw.com
BONDURANT MIXSON & ELMORE, LLP
3900 One Atlantic Center
1201 West Peachtree Street, NW
Atlanta, Georgia 30309
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IN THE SUPERIOR COURT OF GWINNETT COUNTY
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Robert J. Alumbaugh
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
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NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV, LLC;
DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

PROPOSED ORDER

Upon Motion of the Plaintiffs for Appointment of Special Process Server, and it
appearing appropriate, just and equitable,

It is considered, ordered and adjudged that Donnie Briley, an agent of ABC Legal, a
citizen of the United States over the age of 18 years, and a party having no interest in the above-
styled case, is hereby appointed special agent for service of Summons and Complaint in this case
upon the Defendants.

SO ORDERED, this 30th day of November, 2020.

Judge, Superior Court of Gwinnett County

AFFIDAVIT OF SERVICE SHALL LIST ALL DOCUMENTS SERVED

ORDER PREPARED BY:

Robert L. Ashe III
Georgia Bar No. 208077
ashe@bmelaw.com
BONDURANT MIXSON & ELMORE, LLP
3900 One Atlantic Center
1201 West Peachtree Street, NW
Atlanta, Georgia 30309
Tel.: (404) 881-4100

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

Robert J. Alumbaugh
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
CITY OF BROOKHAVEN, GEORGIA;
and UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA; on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV, LLC;
DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

PLAINTIFFS' NOTICE OF FILING

Plaintiffs hereby give notice to the court and the parties of their filing of:

1. Waiver of Service of Summons signed by counsel for Hulu, LLC dated December 1, 2020
2. Waiver of Service of Summons signed by counsel for Disney DTC LLC dated December 1, 2020
3. Affidavit of Service showing service of the Petition for Declaratory Judgment in the above-styled action upon Directv, LLC c/o CT Corporation System on December 2, 2020
4. Waiver of Service of Summons signed by counsel for DISH Network Corp. and DISH Network L.L.C. dated December 3, 2020
5. Waiver of Service of Summons signed by counsel for Netflix, Inc. dated December 4, 2020

Respectfully submitted this 9th day of December, 2020.

/s/ Robert L. Ashe III

Timothy Rigsbee

Georgia Bar No. 605579

rigsbee@bmelaw.com

Robert L. Ashe III

Georgia Bar No. 208077

ashe@bmelaw.com

Jennifer L. Peterson

Georgia Bar No. 601355

peterson@bmelaw.com

BONDURANT MIXSON & ELMORE, LLP

1201 West Peachtree Street, NW

Suite 3900

Atlanta, GA 30309

Telephone: 404.881.4100

Fax: 404.881.4111

Steven M. Berezney (*pro hac vice* pending)

sberezney@koreintillery.com

Garrett R. Broshuis (*pro hac vice* pending)

gbroshuis@koreintillery.com

KOREIN TILLERY, LLC

505 N. 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: 314.241.4844

Fax: 314.241.1854

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy the foregoing Notice of Filing upon the following via U.S. Mail with adequate postage thereon to:

Robert C. Collins III
LATHAM & WATKINS LLP
330 North Wabash Avenue
Suite 2800
Chicago, IL 60611
Robert.Collins@lw.com

Victor Jih
WILSON SONSINI
633 West Fifth Street
Suite 1550
Los Angeles, CA 90071
VJih@wsgr.com

Robert Wagner
THOMPSON COBURN, LLP
One US Bank Plaza
St. Louis, MO 63101
RWagner@thompsoncoburn.com

Pantelis Michalopoulos
Jared R. Butcher
STEPTOE & JOHNSON LLP
1330 Connecticut Avenue, NW
Washington, DC 20036
PMichalopoulos@steptoe.com
JButcher@steptoe.com

Respectfully submitted this 9th day of December, 2020.

/s/ Robert L. Ashe III
Robert L. Ashe III
Georgia Bar No. 208077

ATTACHMENT 1

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

GWINNETT COUNTY,
GEORGIA; CITY OF
BROOKHAVEN, GEORGIA; and
UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA; on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV,
LLC; DISH NETWORK CORP.;
and DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

WAIVER OF SERVICE OF SUMMONS

Return to: Robert L. Ashe III
BONDURANT, MIXSON & ELMORE LLP
1201 West Peachtree Street NW
Suite 3900
Atlanta, Georgia 30309

I acknowledge receipt of your request that I waive service of a summons in the above-referenced action. I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me. I understand that I am entitled to consult with

#3102157v1

my own attorney regarding the consequences of my signing this waiver.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by the Georgia Rules of Civil Procedure.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

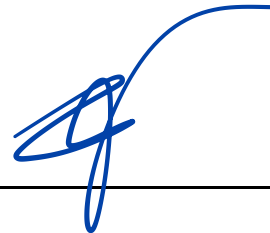
I understand that a judgment may be entered against me (or the entity on whose behalf I am acting) if an answer is not served upon you within 60 days after the date this waiver was sent, or within 90 days of that date if the request for the waiver was sent outside the United States.

This 1st day of December, 2020.

/s/ Victor Jih

Victor Jih

as attorney for Defendant Hulu, LLC



**NOTICE OF LAWSUIT AND REQUEST FOR
WAIVER OF SERVICE OF SUMMONS**

TO: HULU, LLC

A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this notice. The complaint has been filed in the Superior Court of DeKalb County for the State of Georgia in and for the County of DeKalb and has been assigned case number 20CV7727.

This is not a formal summons or notification from the court, but rather my request pursuant to Code Section 9-11-4 of the Official Code of Georgia Annotated that you sign and return the enclosed Waiver of Service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within 30 days (or 60 days if located outside any judicial district of the United States) after the date designated below as the date on which this Notice of Lawsuit and Request for Waiver of Service of Summons is sent. I have offered to enclose a self-addressed stamped envelope (or other means of cost-free return) for your use if you request such formality. **YOU ARE ENTITLED TO CONSULT WITH YOUR ATTORNEY REGARDING THIS MATTER.**

If you comply with this request and return the signed Waiver of Service, the waiver will be filed with the court and no summons will be served on you. The

#3102157v1

action will then proceed as if you had been served on the date the waiver is filed except that you will not be obligated to answer or otherwise respond to the complaint within 60 days from the date designated below as the date on which this notice is sent (or within 90 days from that date if your address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Georgia Rules of Civil Procedure and then, to the extent authorized by those rules, I will ask the court to require you (or the party on whose behalf you are addressed) to pay the full cost of such service. In that connection, please read the statement concerning the duty of parties to avoid unnecessary costs of service of summons, which is set forth on the Notice of Duty to Avoid Unnecessary Costs of Service of Summons enclosed herein.

I affirm that this Notice of Lawsuit and Request for Waiver of Service of Summons is being sent to you on behalf of the Plaintiff on this 27th day of November, 2020.

/s/ Robert L. Ashe III
Robert L. Ashe III
Attorney for Plaintiffs

**NOTICE OF DUTY TO AVOID UNNECESSARY
COSTS OF SERVICE OF SUMMONS**

Subsection (d) of Code Section 9-11-4 of the Official Code of Georgia Annotated requires certain parties to cooperate in saving unnecessary costs of service of the summons and the pleading. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for such defendant's failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must, within the time specified on the waiver form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and also must file a signed copy of the response with the court. If the answer is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

ATTACHMENT 2

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

GWINNETT COUNTY,
GEORGIA; CITY OF
BROOKHAVEN, GEORGIA; and
UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA; on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV,
LLC; DISH NETWORK CORP.;
and DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

WAIVER OF SERVICE OF SUMMONS

Return to: Robert L. Ashe III
BONDURANT, MIXSON & ELMORE LLP
1201 West Peachtree Street NW
Suite 3900
Atlanta, Georgia 30309

I acknowledge receipt of your request that I waive service of a summons in the above-referenced action. I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me. I understand that I am entitled to consult with

#3102157v1

my own attorney regarding the consequences of my signing this waiver.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by the Georgia Rules of Civil Procedure.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the entity on whose behalf I am acting) if an answer is not served upon you within 60 days after the date this waiver was sent, or within 90 days of that date if the request for the waiver was sent outside the United States.

This 1st day of December, 2020.



/s/ Victor Jih
Victor Jih
as attorney for Defendant Disney DTC LLC

**NOTICE OF LAWSUIT AND REQUEST FOR
WAIVER OF SERVICE OF SUMMONS**

TO: Disney DTC, LLC

A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this notice. The complaint has been filed in the Superior Court of DeKalb County for the State of Georgia in and for the County of DeKalb and has been assigned case number 20CV7727.

This is not a formal summons or notification from the court, but rather my request pursuant to Code Section 9-11-4 of the Official Code of Georgia Annotated that you sign and return the enclosed Waiver of Service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within 30 days (or 60 days if located outside any judicial district of the United States) after the date designated below as the date on which this Notice of Lawsuit and Request for Waiver of Service of Summons is sent. I have offered to enclose a self-addressed stamped envelope (or other means of cost-free return) for your use if you request such formality. **YOU ARE ENTITLED TO CONSULT WITH YOUR ATTORNEY REGARDING THIS MATTER.**

If you comply with this request and return the signed Waiver of Service, the waiver will be filed with the court and no summons will be served on you. The

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action will then proceed as if you had been served on the date the waiver is filed except that you will not be obligated to answer or otherwise respond to the complaint within 60 days from the date designated below as the date on which this notice is sent (or within 90 days from that date if your address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Georgia Rules of Civil Procedure and then, to the extent authorized by those rules, I will ask the court to require you (or the party on whose behalf you are addressed) to pay the full cost of such service. In that connection, please read the statement concerning the duty of parties to avoid unnecessary costs of service of summons, which is set forth on the Notice of Duty to Avoid Unnecessary Costs of Service of Summons enclosed herein.

I affirm that this Notice of Lawsuit and Request for Waiver of Service of Summons is being sent to you on behalf of the Plaintiff on this 27th day of November, 2020.

/s/ Robert L. Ashe III
Robert L. Ashe III
Attorney for Plaintiffs

**NOTICE OF DUTY TO AVOID UNNECESSARY
COSTS OF SERVICE OF SUMMONS**

Subsection (d) of Code Section 9-11-4 of the Official Code of Georgia Annotated requires certain parties to cooperate in saving unnecessary costs of service of the summons and the pleading. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for such defendant's failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must, within the time specified on the waiver form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and also must file a signed copy of the response with the court. If the answer is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

ATTACHMENT 3

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

Gwinnett County, Georgia; City of Brookhaven,
Georgia; Unified Government of Athens-Clarke
County, Georgia

Plaintiff/Petitioner

vs.

Netflix, Inc.; Hulu, LLC; Disney DTC LLC; Directv, LLC;
Dish Network Corp; Dish Network LLC

Defendant/Respondent

Case No.: 20-A-07909-10

AFFIDAVIT OF SERVICE OF
Summons; Petition For Declaratory Judgment and
Other Relief; Exhibits A-S

Received by Donnie Briley, on the 2nd day of December, 2020 at 12:21 PM to be served upon Directv, LLC c/o CT Corporation System at 289 S. Culver Street, Lawrenceville, Gwinnett County, GA 30046.
On the 2nd day of December, 2020 at 1:45 PM, I, Donnie Briley, SERVED Directv, LLC c/o CT Corporation System at 289 S. Culver Street, Lawrenceville, Gwinnett County, GA 30046 in the manner indicated below:

CORPORATE SERVICE, by personally delivering 1 copy(ies) of the above listed documents to the named Corporation, by serving Linda Banks , on behalf of said Corporation.

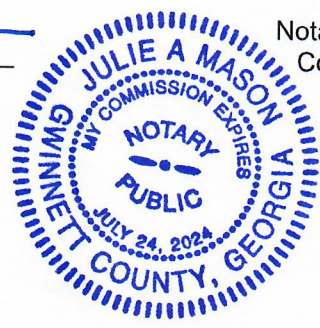
THE DESCRIPTION OF THE PERSON WITH WHOM THE COPY OF THIS PROCESS WAS LEFT IS AS FOLLOWS:
PROCESS SPECIALIST, who accepted service in accordance with social distancing requirements (placed the documents in a clearly visible place at least six feet away from the subject and advised the subject to retrieve them after stepping away), with identity confirmed by subject saying yes when named, a gray-haired white female approx. over 65 years of age, 5'-5'4" tall and weighing 120-140 lbs with glasses.

Per U.S. Code § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

NAME: *Donnie Briley* n/a 12-7-2020
Donnie Briley Server ID # _____ Date _____

Notary Public: Subscribed and sworn before me on this 7th day of December in the year of 2020
Personally known to me or _____ identified by the following document:

Julie Amason
Notary Public (Legal Signature)



Number/Reference: _____
Type: _____
Notary Public for State of: GA
Commission Expiration: 7-24-2024



REF: 998.11213

Page 1 of 1
Tracking #: 0061310338



ATTACHMENT 4

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

GWINNETT COUNTY,
GEORGIA; CITY OF
BROOKHAVEN, GEORGIA; and
UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA; on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV,
LLC; DISH NETWORK CORP.;
and DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

WAIVER OF SERVICE OF SUMMONS

Return to: Robert L. Ashe III
BONDURANT, MIXSON & ELMORE LLP
1201 West Peachtree Street NW
Suite 3900
Atlanta, Georgia 30309

DISH Network Corp. and DISH Network L.L.C. acknowledge receipt of
your request that they waive service of a summons in the above-referenced action.

They have also received a copy of the complaint in the action, two copies of this

instrument, and a means by which they can return the signed waiver to you without cost to them. They understand that they are entitled to consult with their own attorney regarding the consequences of signing this waiver.

DISH Network Corp. and DISH Network L.L.C. agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that they be served with judicial process in the manner provided by the Georgia Rules of Civil Procedure.

DISH Network Corp. and DISH Network L.L.C. will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

DISH Network Corp. and DISH Network L.L.C. understand that a judgment may be entered against them if an answer is not served upon you within 60 days after the date this waiver was sent, or within 90 days of that date if the request for the waiver was sent outside the United States.

Executed this 3rd day of December, 2020.

/s/ Jared R. Butcher

STEPTOE & JOHNSON LLP
Pantelis Michalopoulos
Jared R. Butcher
1330 Connecticut Avenue, N.W.
Washington, D.C. 20036
Telephone: (202) 429-3000

*Attorneys for DISH Network Corp.
and DISH Network L.L.C.*

**NOTICE OF LAWSUIT AND REQUEST FOR
WAIVER OF SERVICE OF SUMMONS**

TO: DISH Network Corp. and DISH Network L.L.C.

A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this notice. The complaint has been filed in the Superior Court of DeKalb County for the State of Georgia in and for the County of DeKalb and has been assigned case number 20CV7727.

This is not a formal summons or notification from the court, but rather my request pursuant to Code Section 9-11-4 of the Official Code of Georgia Annotated that you sign and return the enclosed Waiver of Service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within 30 days (or 60 days if located outside any judicial district of the United States) after the date designated below as the date on which this Notice of Lawsuit and Request for Waiver of Service of Summons is sent. I have offered to enclose a self-addressed stamped envelope (or other means of cost-free return) for your use if you request such formality. **YOU ARE ENTITLED TO CONSULT WITH YOUR ATTORNEY REGARDING THIS MATTER.**

If you comply with this request and return the signed Waiver of Service, the waiver will be filed with the court and no summons will be served on you. The

action will then proceed as if you had been served on the date the waiver is filed except that you will not be obligated to answer or otherwise respond to the complaint within 60 days from the date designated below as the date on which this notice is sent (or within 90 days from that date if your address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Georgia Rules of Civil Procedure and then, to the extent authorized by those rules, I will ask the court to require you (or the party on whose behalf you are addressed) to pay the full cost of such service. In that connection, please read the statement concerning the duty of parties to avoid unnecessary costs of service of summons, which is set forth on the Notice of Duty to Avoid Unnecessary Costs of Service of Summons enclosed herein.

I affirm that this Notice of Lawsuit and Request for Waiver of Service of Summons is being sent to you on behalf of the Plaintiff on this 27th day of November, 2020.

/s/ Robert L. Ashe III
Robert L. Ashe III
Attorney for Plaintiffs

**NOTICE OF DUTY TO AVOID UNNECESSARY
COSTS OF SERVICE OF SUMMONS**

Subsection (d) of Code Section 9-11-4 of the Official Code of Georgia Annotated requires certain parties to cooperate in saving unnecessary costs of service of the summons and the pleading. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for such defendant's failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must, within the time specified on the waiver form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and also must file a signed copy of the response with the court. If the answer is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

ATTACHMENT 5

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

GWINNETT COUNTY,
GEORGIA; CITY OF
BROOKHAVEN, GEORGIA; and
UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA; on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV,
LLC; DISH NETWORK CORP.;
and DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

WAIVER OF SERVICE OF SUMMONS

Return to: Robert L. Ashe III
BONDURANT, MIXSON & ELMORE LLP
1201 West Peachtree Street NW
Suite 3900
Atlanta, Georgia 30309

I acknowledge receipt of your request that I waive service of a summons in the above-referenced action. I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me. I understand that I am entitled to consult with

my own attorney regarding the consequences of my signing this waiver.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by the Georgia Rules of Civil Procedure.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the entity on whose behalf I am acting) if an answer is not served upon you within 60 days after the date this waiver was sent, or within 90 days of that date if the request for the waiver was sent outside the United States.

This 4th day of December, 2020.

/s/ Robert C. Collins III

Robert C. Collins III
as attorney for NETFLIX, INC.

**NOTICE OF LAWSUIT AND REQUEST FOR
WAIVER OF SERVICE OF SUMMONS**

TO: Netflix, Inc.

A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this notice. The complaint has been filed in the Superior Court of DeKalb County for the State of Georgia in and for the County of DeKalb and has been assigned case number 20CV7727.

This is not a formal summons or notification from the court, but rather my request pursuant to Code Section 9-11-4 of the Official Code of Georgia Annotated that you sign and return the enclosed Waiver of Service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within 30 days (or 60 days if located outside any judicial district of the United States) after the date designated below as the date on which this Notice of Lawsuit and Request for Waiver of Service of Summons is sent. I have offered to enclose a self-addressed stamped envelope (or other means of cost-free return) for your use if you request such formality. **YOU ARE ENTITLED TO CONSULT WITH YOUR ATTORNEY REGARDING THIS MATTER.**

If you comply with this request and return the signed Waiver of Service, the

waiver will be filed with the court and no summons will be served on you. The action will then proceed as if you had been served on the date the waiver is filed except that you will not be obligated to answer or otherwise respond to the complaint within 60 days from the date designated below as the date on which this notice is sent (or within 90 days from that date if your address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Georgia Rules of Civil Procedure and then, to the extent authorized by those rules, I will ask the court to require you (or the party on whose behalf you are addressed) to pay the full cost of such service. In that connection, please read the statement concerning the duty of parties to avoid unnecessary costs of service of summons, which is set forth on the Notice of Duty to Avoid Unnecessary Costs of Service of Summons enclosed herein.

I affirm that this Notice of Lawsuit and Request for Waiver of Service of Summons is being sent to you on behalf of the Plaintiff on this 27th day of November, 2020.

/s/ Robert L. Ashe III
Robert L. Ashe III
Attorney for Plaintiffs

**NOTICE OF DUTY TO AVOID UNNECESSARY
COSTS OF SERVICE OF SUMMONS**

Subsection (d) of Code Section 9-11-4 of the Official Code of Georgia Annotated requires certain parties to cooperate in saving unnecessary costs of service of the summons and the pleading. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for such defendant's failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must, within the time specified on the waiver form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and also must file a signed copy of the response with the court. If the answer is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

Robert J. Alumbaugh
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;
CITY OF BROOKHAVEN, GEORGIA;
and UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA; on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV, LLC;
DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

**VERIFIED APPLICATION OF GARRETT R. BROSHUIS
FOR *PRO HAC VICE* ADMISSION**

Pursuant to Georgia Uniform Superior Court Rule 4.4, I, Garrett R. Broshuis
(Applicant), hereby apply to this Honorable Court for admission to practice in the above-
styled case *pro hac vice*. In support of this application, Applicant states as follows:

1. I reside at:

7144 Waterman Ave.,
St. Louis, MO 63130

2. My business address is:

KOREIN TILLERY, LLC
505 N. 7th Street, Suite 3600
St. Louis, MO 63101

3. I have been retained to represent the following clients:

Gwinnett County, Georgia
City of Brookhaven, Georgia

Unified Government of Athens-Clarke County, Georgia

4. I am a member in good standing of the following jurisdictions:
States of Missouri, Illinois, California and New York.
5. I have never been a member of the State Bar of Georgia.
6. I have never been denied *pro hac vice* admission in Georgia.
7. I have never had *pro hac vice* admission revoked in Georgia.
8. I have never been sanctioned or formally disciplined by a court in Georgia.
9. I have never been the subject of any formal disciplinary proceedings.
10. I have never been formally held in contempt, or otherwise sanctioned by a court in a written order, for disobedience to its rules or orders.
11. In the past two years I have not filed for *pro hac vice* admission in Georgia.
12. I have reviewed and am familiar with the Georgia Rules of Professional Conduct and all court rules relevant to practice before the court in which I am seeking admission.
13. My local sponsor is:

Robert L. Ashe III
Georgia Bar No. 208077
Bondurant Mixson & Elmore, LLP
1201 West Peachtree Street, NW
Suite 3900
Atlanta, GA 30309
404-881-4100

14. When I file my application I will forward a copy to the State Bar of Georgia along with a check or money order made payable to the State Bar of Georgia in the amount of \$275.00, as this is my first application filed this calendar year.

I, Garrett R. Broshuis, Applicant in the foregoing Verified Application for *Pro Hac Vice* Admission, hereby verify the facts contained therein are true and accurate to the best of my knowledge.



Garrett R. Broshuis

Sworn to and subscribed before me
this 8 day of December, 2020.



Notary Public



LAURA A DUNN
My Commission Expires
August 13, 2022
St. Louis City
Commission #18945510

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy the foregoing VERIFIED APPLICATION OF GARRETT R. BROSHUIS FOR *PRO HAC VICE* ADMISSION upon the following via U.S. Mail with adequate postage thereon to:

Robert C. Collins III
LATHAM & WATKINS LLP
330 North Wabash Avenue
Suite 2800
Chicago, IL 60611
Robert.Collins@lw.com

Victor Jih
WILSON SONSINI
633 West Fifth Street
Suite 1550
Los Angeles, CA 90071
VJih@wsgr.com

Robert Wagner
THOMPSON COBURN, LLP
One US Bank Plaza
St. Louis, MO 63101
RWagner@thompsoncoburn.com

Pantelis Michalopoulos
Jared R. Butcher
STEPTOE & JOHNSON LLP
1330 Connecticut Avenue, NW
Washington, DC 20036
PMichalopoulos@steptoe.com
JButcher@steptoe.com

State Bar of Georgia
Attn: Kathy Jackson, Office of the General Counsel
104 Marietta Street, NW
Suite 100
Atlanta, GA 30303

Respectfully submitted this 9th day of December, 2020.

/s/ Robert L. Ashe III
Robert L. Ashe III, Georgia Bar No. 208077


CLERK OF SUPERIOR COURT

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

GWINNETT COUNTY, GEORGIA;
CITY OF BROOKHAVEN, GEORGIA;
and UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA; on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

NETFLIX, INC.; HULU, LLC;
DISNEY DTC LLC; DIRECTV, LLC;
DISH NETWORK CORP.; and
DISH NETWORK L.L.C.,

Defendants.

CIVIL ACTION FILE

NO. 20-A-07909-10

Jury Trial Demanded

**VERIFIED APPLICATION OF STEVEN M. BEREZNEY
FOR *PRO HAC VICE* ADMISSION**

Pursuant to Georgia Uniform Superior Court Rule 4.4, I, Steven M. Berezney
(Applicant), hereby apply to this Honorable Court for admission to practice in the above-
styled case *pro hac vice*. In support of this application, Applicant states as follows:

1. I reside at:

2461 Hermitage Hill Lane, Frontenac, MO 63131.

2. My business address is:

KOREIN TILLERY, LLC
505 N. 7th Street, Suite 3600
St. Louis, MO 63101

3. I have been retained to represent the following clients:

Gwinnett County, Georgia
City of Brookhaven, Georgia
Unified Government of Athens-Clarke County, Georgia

4. I am a member in good standing of the following jurisdictions:
California, District of Columbia, Illinois, Missouri, and New York.
5. I have never been a member of the State Bar of Georgia.
6. I have never been denied *pro hac vice* admission in Georgia.
7. I have never had *pro hac vice* admission revoked in Georgia.
8. I have never been sanctioned or formally disciplined by a court in
Georgia.
9. I have never been the subject of any formal disciplinary proceedings.
10. I have never been formally held in contempt, or otherwise sanctioned by a
court in a written order, for disobedience to its rules or orders.
11. In the past two years I have not filed for *pro hac vice* admission in
Georgia.
12. I have reviewed and am familiar with the Georgia Rules of Professional
Conduct and all court rules relevant to practice before the court in which I am seeking
admission.
13. My local sponsor is:

Robert L. Ashe III
Georgia Bar No. 208077
Bondurant Mixson & Elmore, LLP
1201 West Peachtree Street, NW
Suite 3900
Atlanta, GA 30309
404-881-4100
14. When I file my application I will forward a copy to the State Bar of
Georgia along with a check or money order made payable to the State Bar of Georgia in
the amount of \$275.00, as this is my first application filed this calendar year.

#3103984v1

I, Steven M. Berezney, Applicant in the foregoing Verified Application for *Pro Hac Vice* Admission, hereby verify the facts contained therein are true and accurate to the best of my knowledge.


Steven M. Berezney

Sworn to and subscribed before me
this 8 day of December, 2020.


Notary Public



LAURA A DUNN
My Commission Expires
August 13, 2022
St. Louis City
Commission #18945510

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy the foregoing VERIFIED APPLICATION OF STEPHEN M. BEREZNEY FOR *PRO HAC VICE* ADMISSION upon the following via U.S. Mail with adequate postage thereon to:

Robert C. Collins III
LATHAM & WATKINS LLP
330 North Wabash Avenue
Suite 2800
Chicago, IL 60611
Robert.Collins@lw.com

Victor Jih
WILSON SONSINI
633 West Fifth Street
Suite 1550
Los Angeles, CA 90071
VJih@wsgr.com

Robert Wagner
THOMPSON COBURN, LLP
One US Bank Plaza
St. Louis, MO 63101
RWagner@thompsoncoburn.com

Pantelis Michalopoulos
Jared R. Butcher
STEPTOE & JOHNSON LLP
1330 Connecticut Avenue, NW
Washington, DC 20036
PMichalopoulos@steptoe.com
JButcher@steptoe.com

State Bar of Georgia
Attn: Kathy Jackson, Office of the General Counsel
104 Marietta Street, NW
Suite 100
Atlanta, GA 30303

Respectfully submitted this 9th day of December, 2020.

/s/ Robert L. Ashe III
Robert L. Ashe III, Georgia Bar No. 208077

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

Robert L. Ashe III
CLERK OF SUPERIOR COURT

GWINNETT COUNTY, GEORGIA;)	
CITY OF BROOKHAVEN, GEORGIA;)	
and UNIFIED GOVERNMENT OF)	
ATHENS-CLARK COUNTY, GEORGIA;)	
on behalf of themselves and all others)	CIVIL NO. 20-A-07909-10
similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	
)	
NETFLIX, INC.; HULU, LLC; DISNEY)	
DTC LLC; DIRECTV, LLC; DISH)	
NETWORK CORP.; and DISH)	
NETWORK L.L.C.,)	
)	
Defendants.)	

STIPULATION EXTENDING TIME TO RESPOND TO COMPLAINT

Pursuant to O.C.G.A. § 9-11-6(b), Plaintiffs and Defendant DIRECTV, LLC hereby stipulate that the time for Defendant DIRECTV, LLC to move, plead, or otherwise respond to the Complaint in the above-captioned case is extended through and including February 3, 2021.

This 17th day of December, 2020.

/s/ Robert L. Ashe III
 Timothy Rigsbee
 Georgia Bar No. 605579
 Robert L. Ashe III
 Georgia Bar No. 208077
 Jennifer L. Peterson
 Georgia Bar No. 601355
 BONDURANT MIXSON & ELMORE, LLP
 1201 West Peachtree Street, NW, Suite 3900
 Atlanta, GA 30309
 (404) 881-4100
 (404) 881-4111 (facsimile)
 rigsbee@bmelaw.com
 ashe@bmelaw.com
 peterson@bmelaw.com

/s/ Ava J. Conger
 Henry Walker
 Georgia Bar No. 732254
 John P. Jett
 Georgia Bar No. 827033
 Ava J. Conger
 Georgia Bar No. 676247
 KILPATRICK TOWNSEND & STOCKTON LLP
 1100 Peachtree Street, Suite 2800
 Atlanta, Georgia 30309
 (404) 815-6500
 (404) 815-6555 (facsimile)
 hwalker@kilpatricktownsend.com
 jjett@kilpatricktownsend.com
 aconger@kilpatricktownsend.com

Counsel for Plaintiffs

Counsel for Defendant DIRECTV, LLC

CERTIFICATE OF SERVICE

This certifies that I have this day served a true and correct copy of the within and foregoing STIPULATION EXTENDING TIME TO RESPOND TO COMPLAINT by e-mail and by depositing a copy of same in the U.S. Mail, with sufficient postage thereon to insure delivery, and properly addressed as follows:

Timothy Rigsbee (rigsbee@bmelaw.com)
Robert L. Ashe III (ashe@bmelaw.com)
Jennifer L. Peterson (peterson@bmelaw.com)
BONDURANT MIXSON & ELMORE, LLP
1201 West Peachtree Street, NW, Suite 3900
Atlanta, GA 30309

This 17th day of December, 2020.

KILPATRICK TOWNSEND & STOCKTON
LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309
(404) 815-6500
(404) 815-6555 (facsimile)
aconger@kilpatricktownsend.com

/s/ Ava J. Conger _____

Ava J. Conger
Georgia Bar No. 676247

Counsel for Defendant DIRECTV, LLC

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Streaming Giants Owe 'Franchise Fees' to Georgia Cities and Counties, Lawsuit Says](#)
