

**IN THE CIRCUIT COURT  
TWENTIETH JUDICIAL CIRCUIT  
ST. CLAIR COUNTY, ILLINOIS**

CHRISTOPHER T. KOLKER, individually  
and on behalf of others similarly situated,

Plaintiff,

v.

THE DIRECTV GROUP, INC.; DIRECTV  
HOLDINGS LLC; and DIRECTV, INC.,

Defendants.

Case No. 07-L-240

The Honorable Andrew J. Gleeson

**NOTICE OF PENDENCY OF  
CLASS ACTION AND PROPOSED  
SETTLEMENT**

**IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE SETTLEMENT, PLEASE CONTACT:**

**The Lakin Law Firm  
Attn: Portable DVD Player Litigation  
300 Evans Avenue  
P.O. Box 229  
Wood River, IL 62095  
dvd.classaction@lakinlaw.com**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THIS CLASS ACTION LAWSUIT. THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU. IF YOU ARE A SETTLEMENT CLASS MEMBER, THIS NOTICE CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND DO NOT SUBMIT A TIMELY REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY THE RELEASE REGARDLESS OF WHETHER YOU SUBMIT A CLAIM.**

**TO:** All persons in the United States who entered into a programming commitment with Defendants but, after submitting a valid redemption form, have not received a portable DVD player with a value of at least the advertised value.

**I. WHAT THIS LAWSUIT IS ABOUT**

The Plaintiff filed this action (hereinafter the "Action") in the Circuit Court of St. Clair County, Illinois. The Plaintiff contests DIRECTV's practices in connection with a promotion in which DIRECTV offered portable DVD players to certain new customers. More specifically, the Plaintiff alleged in his Complaint that some customers who were offered a portable DVD player were instead given a traditional, stationary DVD player or no DVD player at all. DIRECTV denies that it engaged in any such practice and denies any wrongdoing or liability in connection with its portable DVD player promotion. The Court has not ruled on the merits of the Plaintiff's claims and the Court has made no determinations of wrongdoing or liability against DIRECTV or in favor of Plaintiff.

Plaintiff and DIRECTV entered into a settlement of the Action, on a class-wide basis. The Court has granted preliminary approval of the settlement, subject to a fairness hearing which will take place on July 15, 2008 at 9:00 a.m., in Room 407 of the Circuit Court of St. Clair County, #10 Public Square, Belleville, Illinois 62220 before Judge Andrew J. Gleeson.

You are being sent this Notice because you might be a Class Member. This Notice explains the nature of the lawsuit and the terms of the settlement and informs you of your legal rights and obligations.

**II. DEFINITION OF THE CLASS**

Under the terms of the proposed Settlement Agreement, the class on whose behalf this Action is brought will be defined, for purposes of the proposed settlement only, to include all persons who entered into a programming commitment with Defendants but, after submitting a valid redemption form, have not received a

portable DVD player with a value of at least the advertised value. People who meet the above description are referred to as "Class Members" or the "Class" or "customers."

### **III. NO ADMISSION OF LIABILITY**

By settling this lawsuit, DIRECTV is not admitting that it has done anything wrong. DIRECTV expressly denies that it did anything wrong. The Court has made no finding of liability against DIRECTV or in favor of plaintiffs.

### **IV. THE PROPOSED SETTLEMENT**

The proposed Settlement described in this Notice is conditioned upon Court approval. If the Court approves the Settlement, the lawsuit will be dismissed with prejudice and all Class Members will be bound by the terms of the settlement, which are described below. **If you do not wish to be a Class Member, you must request exclusion (i.e. "opt-out") from the Class. The process for filing Requests for Exclusion from the Class is set forth below in Section VIII of this Notice.**

### **CLASS BENEFITS**

**(i) Benefit to Class Members.** Subject to the terms and Court approval of the proposed Settlement Agreement, DIRECTV has agreed to provide a portable DVD player (approximate retail value of \$129.00) to each Settlement Class Member. In addition, for any Settlement Class Member to whom DIRECTV has not already provided a stationary DVD player (approximate retail value of \$29.00), DIRECTV will provide one. For any Settlement Class Member to whom DIRECTV has already provided a stationary DVD player, DIRECTV will allow him/her to retain it without any lien, offset or any other claim whatsoever.

**(ii) Payment to Named Plaintiff.** Subject to the terms and Court approval of the proposed Settlement Agreement, DIRECTV has agreed to pay Three Thousand dollars (\$3,000.00) to the named Plaintiff Christopher T. Kolker in settlement of his claims and in recognition of his services as a class representative. Payment of this amount to the named plaintiff does not affect the benefits available to Class Members who submit timely and valid claims.

**(iii) Attorneys' Fees.** Subject to the terms and Court approval of the proposed Settlement Agreement, Counsel for plaintiff and the Class ("Class Counsel") will receive attorneys' fees and expenses in an amount as determined by the Court, but not to exceed the total amount of two hundred thousand and no/00 Dollars (\$200,000.00). The amount of fees approved by the Court will be paid by DIRECTV to Class Counsel. Any award of attorneys' fees will be in addition to, and not affect the benefits available to, the Class Members. To date, Class Counsel have not received any payment for their services in conducting the litigation. Class Counsel will not request additional fees and/or expenses and costs from DIRECTV, the named plaintiff, or the Class.

**(iv) Costs.** DIRECTV will pay for the costs associated with this Notice and administration of the Settlement.

### **V. CLAIM PROCESS**

**A Claim Form, titled "Proof of Claim," is included at the end of this Notice for your use in submitting a claim.** In order to be eligible to receive the benefits available to Class Members, you must not have opted out of the Class, must sign and accurately complete the Claim Form, and must timely return it to DIRECTV. **To be timely, the Claim Form must be postmarked by no later than September 6, 2008 and must be received by DIRECTV at the address provided in the Claim Form.** DIRECTV reserves the right to verify the accuracy of information supplied on the Claim Form. If the information you provide is insufficient to determine whether you are a Class Member, or if your Claim Form is not signed and properly completed, or the information is inaccurate, or not timely returned to DIRECTV, your claim will be rejected. Class Members who submit untimely or otherwise invalid claim forms shall forfeit any rights to receive benefits under this Settlement, but the Settlement Agreement shall in all other respects be fully enforceable against the Claimant.

### **VI. RELEASE OF CLAIMS**

Under the proposed Settlement, all Class Members will be bound by any final judgment entered by the Court and also bound by the release provisions of the Settlement Agreement. The Settlement Agreement provides that all claims of Class Members that were or could have been brought against DIRECTV in the Action or that relate

in any way to DIRECTV's failure to provide a Class Member with a portable DVD player will be released, as provided for in the Settlement Agreement, and Class Members will forever be barred from seeking further relief on any such claims and any other claims they could have filed in the Action. The released claims include, but are not limited to, any and all rights, duties, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated that, as of the date that the final judgment is entered, arise out of or relate in any way to: (i) DIRECTV's failure to provide Class Members with the promised portable DVD player; and (ii) all claims which were brought or which could have been brought in the Action (the "Released Claims").

Upon the Court's approval of the Settlement, the Court shall enter a final judgment and order dismissing with prejudice and fully and finally settling this Action as to all Class Members. As provided for in the Settlement Agreement, Class Members will be forever barred from seeking further relief on any of the Released Claims.

#### **VII. FAIRNESS HEARING**

The proposed Settlement Agreement must be finally approved by the Court. A hearing will be held on whether the proposed settlement should be approved as fair, reasonable and adequate, and to determine the amount of fees that should be awarded to Class Counsel. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. **The hearing will take place on July 15, 2008 at 9:00 a.m., in Room 407 of the Circuit Court of St. Clair County, #10 Public Square, Belleville, Illinois 62220, before Judge Andrew J. Gleeson. The hearing may be continued without further notice.** YOU DO NOT HAVE TO ATTEND THIS HEARING UNLESS YOU OBJECT TO THE SETTLEMENT AND WISH TO APPEAR IN PERSON. IT IS NOT NECESSARY TO APPEAR IN PERSON IN ORDER TO MAKE AN OBJECTION.

If the Court approves this Settlement, distribution of the benefits provided by the Settlement to Class Member Claimants shall be completed within approximately eight weeks after the submission of the Claim Form or entry of final judgment approving the Settlement and dismissing all claims with prejudice, unless an appeal is taken. If an appeal is taken, there may be a delay in receipt of any benefits, and there is the possibility that the Settlement could be disapproved. If the Settlement is not approved, the case will proceed as if no settlement had been attempted and there will be no benefits provided at all. There can be no assurance that if the Settlement is not approved and the case continues to proceed, the class will recover more than is provided in the Settlement, or indeed, recover anything at all.

#### **VIII. YOUR OPTIONS**

1. **Remain a Member of the Class.** If you do not object to the settlement you do not have to do anything to remain a Class Member entitled to submit a claim. **HOWEVER, YOU MUST SUBMIT THE CLAIM FORM TO BE ELIGIBLE TO RECEIVE ANY BENEFIT.**
2. **Requests for Exclusion.** You have the right to exclude yourself from the Class, i.e., opt out, by sending a written request for exclusion to the address listed below on or before June 13, 2008:

DVD Settlement  
P.O. Box 13005  
Birmingham, AL 35202-3005

All Class members who properly file a timely written request for exclusion shall be excluded from the Class, shall not be Class Members, shall not be bound by the Settlement Agreement, and shall have no rights under the Settlement Agreement. A request for exclusion must be in writing and state the current name of the Class Member and any former name (if different) and a current address and former address (if different). The request for exclusion must be signed by the person(s) requesting exclusion. Each request must also contain a signed statement that: "I/we hereby request that I/we be excluded from the class in the Kolker v. DIRECTV litigation," or similar signed statement indicating a desire to not participate in the settlement. **The request for exclusion must be mailed to the address provided above in this class notice and postmarked (or mailed by overnight delivery) by no later than June 13, 2008, as stated above.** A request for exclusion that does not include all of the foregoing information, that is sent to an address other than the one designated in the Class Notice, or that is not sent within the time specified, shall be invalid and the person(s) making such a request shall be a member(s) of the Class and be bound as a Class Member, if the Settlement Agreement is finally approved.

In addition, no Class Member may purport to exercise any exclusion rights of any other person, or group or class of persons. Any such purported exclusion shall be invalid and the Class Member that is/are the subject of such purported opt-out shall be a member of the class and be bound as a Class Member if the Settlement Agreement is finally approved.

3. **Right to Object.** You have the right to object to this Settlement, but if you wish to object to the Settlement, you must be a Class Member and must not have opted out of the Class. Class members who exclude themselves from the Settlement have no right to file or present an Objection. If you object to the Settlement and wish to submit an objection, rather than simply excluding yourself from the class action, **you must submit your objection in writing to the Clerk of the Circuit Court of St. Clair County, #10 Public Square, Belleville, Illinois 62220 by no later than June 13, 2008 and mail a copy of the same to: DVD Settlement – Objections, P.O. Box 13005, Birmingham, AL 35202-3005.** A written objection shall include (a) proof of membership in the Class and (b) the specific grounds for the objection and any reasons why such Class Member desires to appear and be heard, as well as all documents or writings that such Class Member desires the Court to consider. Any class member wishing to appear in person instead of submitting only written objections must submit (a) written objections specifically stating the grounds, (b) proof of membership in the Class and (c) notice of the intention to appear, by the date specified above. Any Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in this action. Please note that it is not sufficient to simply state that you object. You must state all reasons why you believe the settlement should not be approved.

#### **IX. INQUIRIES REGARDING THE SETTLEMENT**

**DO NOT CONTACT THE COURT CONCERNING THIS NOTICE OR CASE.** Any questions you have concerning this Notice or this Action should be directed to Counsel for the Class: The Lakin Law Firm, P.C., 300 Evans Avenue, P.O. Box 229, Wood River, Illinois 62095-0229, Attn: Portable DVD Litigation. You may also send questions via email to [dvd.classaction@lakinlaw.com](mailto:dvd.classaction@lakinlaw.com).

#### **X. CORRECT ADDRESS**

If this Notice was forwarded by the Postal Service, or if it was otherwise sent to you at an address which is not current, you should immediately send a letter to the address listed below stating your past and current addresses, plus the case name (Kolker v. DIRECTV) and case number (07-L-240) to: DVD Settlement, P.O. Box 13005, Birmingham, AL 35202-3005.

#### **XI. EXAMINATION OF PAPERS**

This description of the case is general and does not cover all of the issues and proceedings thus far, and it provides only a summary of the basic terms of the proposed Settlement. The precise terms and conditions of the proposed Settlement are contained in the Settlement Agreement on file with the Clerk of the St. Clair County Circuit Court. In order to see the complete file, including a copy of the Settlement Agreement, you should visit the office of the Clerk of the Circuit Court of St. Clair County, #10 Public Square, Belleville, Illinois 62220.

The Clerk will make the files relating to this lawsuit available to you for inspection and copying at your own expense.

BY ORDER OF COURT.

THE HONORABLE ANDREW J. GLEESON  
Judge of the Circuit Court of the  
Twentieth Judicial Circuit of St. Clair County, Illinois

## PROOF OF CLAIM

RE: Portable DVD Player Litigation

Dear Class Member:

With this Proof of Claim, you have received a "Notice of Pendency of Class Action and Proposed Settlement." In order to be eligible to obtain class benefits under the Settlement, and subject to final approval of the settlement, you must fully complete this form, sign where indicated below, and submit it to: DVD Settlement, P.O. Box 13005, Birmingham, AL 35202-3005. **THIS FORM MUST BE POSTMARKED BY NO LATER THAN SEPTEMBER 6, 2008 AND RETURNED TO THE NOTED ADDRESS.** If you are requesting to be excluded from the Class, DO NOT submit this form.

Please fill out the information requested below completely. This claim form must be signed.

PLEASE CHECK ONE:

- We/I never received any DVD player (portable or stationary).
- We/I received a stationary DVD player, but not a portable DVD player.

\_\_\_\_\_  
Current Name

\_\_\_\_\_  
Former Name (if different)

\_\_\_\_\_  
Current Mailing Address

\_\_\_\_\_  
Former Mailing Address When First  
Became DIRECTV Subscriber (if different)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Former City, State, Zip Code (if different)

\_\_\_\_\_  
DIRECTV former or current Account No. (if known)

PLEASE SIGN HERE THAT THE FOREGOING IS TRUE AND CORRECT:

\_\_\_\_\_  
(sign your name here)

**YOU MUST SIGN, COMPLETE AND RETURN THIS FORM POSTMARKED NO LATER THAN  
SEPTEMBER 6, 2008.**

**Please include a copy of the redemption form you submitted to DIRECTV, if available.**

DVD Settlement  
P.O. Box 13005  
Birmingham, AL 35202-3005