

Resolving a Dispute with DIRECTV

Here at DIRECTV, we are committed to customer satisfaction. Part of that commitment is ensuring that any dispute you may have with us is resolved fairly and efficiently.

Most concerns about a bill or our service can be resolved by chatting with us online or by calling 1 (800) 531-5000. But if you're still not satisfied, you can use our dispute resolution process. That process, described in detail below, begins with you notifying us of the details of your complaint in a Notice of Dispute and allowing us at least 60 days to investigate and try and resolve it. If the dispute is still not resolved, you can begin binding arbitration before the American Arbitration Association ("AAA") or in some cases file an action in small claims court.

Below you'll find general information about arbitration and how it works, as well as the steps that are required of you to begin the dispute resolution process and what to expect once the process has begun.

What is arbitration?

Arbitration is a process used to resolve disputes, but it is much less formal than a court. It uses a neutral arbitrator instead of a judge or jury to hear evidence and issue a decision, known as an "award." Arbitration has more limited discovery than in court and is subject to very limited review by courts. This award is generally final and binding on the parties in the case.

What kinds of disputes must I arbitrate?

The arbitration clause in the contract between you and DIRECTV explains what kinds of disputes are covered. Most disputes must be arbitrated, including claims that may arise before you sign up for or after you terminate DIRECTV service. Claims arising from bodily injury or death are not covered and can be pursued in court.

What rules apply to the arbitration?

The AAA Consumer Arbitration Rules apply, as modified by the then current DIRECTV consumer arbitration provision. The AAA's Consumer Arbitration Rules can be found at www.adr.org/sites/default/files/Consumer%20Rules.pdf.

Can I bring my claim in small claims court rather than in arbitration?

In some cases, yes. You are not prohibited from seeking relief in a small claims court for claims within the scope of the court's jurisdiction, even in consumer arbitration cases filed by the business. For example, if your dispute is for \$10,000 or less, and the small claims court's jurisdictional limit is \$10,000, you have the option to pursue your claims in small claims court rather than arbitration.

Do I need to arbitrate even if I no longer have service with DIRECTV?

Yes, if your dispute relates to your DIRECTV service, including any billing issues, you must resolve it under DIRECTV's current arbitration provision.

What is the American Arbitration Association and what role does it play?

The AAA is a not-for-profit, public service organization committed to the resolution of disputes through arbitration, mediation, and other voluntary procedures.

The AAA will serve as the administrator of any arbitration proceeding brought under the DIRECTV arbitration provision. As an administrative agency, the AAA processes a case from filing to closing, appointing arbitrators, setting hearings, transmitting documents, and scheduling conference calls and a hearing. The goal is to keep cases moving in a fair and impartial process until completion.

The AAA uses its Consumer Arbitration Rules, as modified by DIRECTV's arbitration provision, to make arbitration less expensive and more convenient. Because the AAA may update those rules from time to time, and because the applicable rules for arbitration will be the ones in force at the time, please check the AAA's website to see the latest version.

Who pays the costs of arbitration?

The AAA Consumer Arbitration Rules govern who pays the costs of arbitration, including filing and hearing fees, along with arbitrator compensation. Generally, the consumer is responsible for the \$200 filing fee and the business is responsible for the remaining costs. If we initiate the arbitration, we will pay these costs regardless of the amount of the claim.

Do I get a hearing?

The parties will have an opportunity to present evidence in support of their claims and defenses. For claims of \$25,000 or less, the claim will be resolved by the

submission of documents only, unless either of us asks for an in-person or telephonic hearing. (If you choose an in-person hearing, it will take place in the county/parish of your billing address unless we agree otherwise.) The arbitrator may also allow the parties to present evidence in alternative ways, including web conferencing, Internet communication, and telephonic conferences.

Who are the arbitrators?

Arbitrators are the independent third parties who hear the evidence and decide the outcomes of cases. They are independent contractors and not employees of the AAA or of DIRECTV. Arbitrators are carefully selected for their expertise and trained extensively by the AAA.

Do I have to hire an attorney?

You may hire an attorney or you may represent yourself.

If I hire an attorney, am I entitled to recovery attorney's fees?

In arbitration, you're entitled to recover attorney's fees from DIRECTV to at least the same extent as you would be in court.

Can I pursue claims in arbitration as part of a class action?

No. Arbitration under DIRECTV's arbitration provision will take place on an individual basis. The arbitrator can't consolidate the claims of more than one person or proceed on a class-wide basis. But arbitration doesn't affect the substance of your legal claims; arbitrators can award the same damages and relief that a court can award.

What rules apply if I am part of a so-called coordinated or Mass Arbitration?

If you are one of 25 or more claimants submitting Notices of Dispute raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings, meaning the cases will proceed in stages. You agree to this process even though it may delay resolution of your claim. Consult the current arbitration provision for more information.

What if I am having problems with DIRECTV? Will the AAA help me before I file for arbitration?

No. The AAA is a neutral administrative agency and cannot act on behalf of either the consumer or DIRECTV or become involved in a dispute before the filing of a

case. If you are attempting to resolve a problem with DIRECTV, you should contact them directly or seek the assistance of a consumer advocacy group.

Where can I find more information about arbitration?

You can review other arbitration information on the AAA's website, www.adr.org.

What is the process for beginning an arbitration?

The basic process is: (1) mail us a Notice of Dispute, (2) wait 60 days to allow us to investigate your claim and attempt to resolve it, and (3) if that fails, send a Demand for Arbitration to us and to the AAA. Here is more detail:

1. **Mail Us a Notice of Dispute.** Before beginning an arbitration against DIRECTV, you must first notify us of your dispute, in what we call a Notice of Dispute, and allow us an opportunity to investigate your claims and try to resolve it without the need for arbitration. The notice must include all of the information requested on the notice form (including: (a) your name; (b) your Account number; (c) the services (if any) to which your claim pertains; (d) a description of the nature and basis of the claim or dispute; (e) an explanation of the specific relief sought and the basis for the calculations; (f) your signature; and (g) if you have retained an attorney, your signed statement authorizing DIRECTV to disclose your confidential Account records to your attorney if necessary in resolving your claim. For your convenience, you may download a Notice of Dispute at directv.com/arbitration-forms. Even if you do not use the form, **YOU MUST STILL PROVIDE ALL THE INFORMATION AND SIGNATURES DESCRIBED HERE.** Once you have written the letter or filled out the Notice, please send it to us by at DIRECTV, LLC c/o CT Corporation, 1209 Orange Street, Wilmington, DE 19801. Please be sure to keep a copy of the letter or Notice for your records.

2. **Wait 60 Days to See Whether the Dispute Can Be Resolved Without Arbitration.** If we haven't been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute, you may start arbitration proceedings. During the 60-day period, either you or we may request a phone call or videoconference to discuss individual resolution. You and a DIRECTV representative must personally participate in this phone call or videoconference, unless otherwise agreed in writing.

3. **Send Us a Demand for Arbitration.** If the dispute is not resolved after you submit a Notice of Dispute, you can begin the arbitration by sending us a Demand for Arbitration. The Demand must do the following:

- Briefly explain the dispute
- List the names and addresses of the consumer and the business, and, if known, the names of any representatives of the consumer and the business
- Specify the amount of money in dispute, if applicable
- Identify the requested location for the hearing if an in-person hearing is requested
- State what the claimant wants

The AAA provides a Demand for Arbitration form on its website. (There is a separate form for California residents, also available on the AAA's website.). Complete the Demand for Arbitration and make at least three (3) copies. Keep one copy for your records. Send one copy to us at DIRECTV, LLC c/o CT Corporation, 1209 Orange Street, Wilmington, DE 19801.

4. **At the Same Time, Submit a Copy of Your Demand to the AAA.** Submit a copy of the Demand for Arbitration to the AAA under its Consumer Arbitration Rules. Those rules currently provide that you can mail a Demand to: AAA Case Filing Services at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. You can also file online using AAA WebFile found at <https://www.adr.org> or file at any of the AAA's offices. Please be sure to include (1) a copy of DIRECTV's arbitration provision (you may obtain a copy from our website); and (2) the \$200 AAA filing fee. Because the AAA may change its filing procedures, please confirm them by either calling the AAA at 800.778.7879 or visiting the AAA's website.

What happens after I start arbitration?

1. **Case Manager Assignment.** Once the AAA receives your Demand for Arbitration, the AAA will assign your case to a Case Manager. The Case Manager will then send us both a confirmation letter and give DIRECTV 10 days to respond to your Demand.

2. **Appointment of Arbitrator.** If no claim in the arbitration exceeds \$75,000, the AAA will appoint an arbitrator and notify us both of that arbitrator's name and qualifications. The AAA requires all arbitrators to check for any past or present relationships with the parties, potential witnesses, and the parties' attorneys. If the arbitrator has any such relationship, the AAA will tell both you and us. If either you or we object to the AAA's choice of arbitrator, we'll have seven days to inform the AAA. Note that all arbitrators must swear an oath for each case promising to be

impartial and to abide by the AAA's Code of Ethics for Arbitrators in Commercial Disputes. A copy of that Code may be obtained from the AAA's website.

3. **Choose the Kind of Hearing You Would Like.** For claims of \$25,000 or less, the claim will be resolved by the submission of documents only, unless either of us asks for an in-person or telephonic hearing. Once the AAA has commenced the arbitration, you have 10 days to inform the AAA of your choice of hearing. If you don't make a choice, the AAA will assume that you want a desk arbitration.

4. **Arbitrator's Decision.** Within 14 days from the conclusion of the in-person or telephone hearing or from the submission of all written evidence to the arbitrator if you chose a desk arbitration, the arbitrator will render a written decision, called an Award. That Award will include the essential findings and conclusions upon which the arbitrator based his or her award.

5. **Arbitration Costs in Frivolous Cases.** If the arbitrator not only rules against you, but also rules that either the substance of your claim or the relief you requested in your Demand for Arbitration was either frivolous or brought for an improper, then responsibility for the costs of arbitration will be set by the AAA's rules, which allows for arbitrators to award costs against you.