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Attorney for Plaintiffs

By: Nicholas Kant  
Deputy Attorney General  
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**A True Copy**  
*Sue Regan*  
**SUE REGAN**  
Deputy Clerk of Superior Court

RECEIVED AND FILED

DEC 15 2010

*Sue Regan*  
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SUPERIOR COURT

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MERCER COUNTY  
DOCKET NO. MER-C- 105-10

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PAULA T. DOW, Attorney General of the State of New Jersey, and THOMAS R. CALCAGNI, Acting Director of the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

DIRECTV, INC., a California corporation,

Defendant.

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Civil Action

**COMPLAINT**

1. Plaintiffs Paula T. Dow, Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Thomas R. Calcagni, Acting Director of the New Jersey Division of Consumer Affairs (“Director”), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey (collectively, “Plaintiffs”), bring this civil action pursuant to the New Jersey Consumer Fraud Act (“CFA”), N.J.S.A. 56:8-1 et seq., as follows.

2. Plaintiffs have reason to believe that defendant DIRECTV, Inc. (“DIRECTV” or “Defendant”) has violated the CFA by, among other things, failing to clearly and conspicuously disclose the terms of contracts regarding DIRECTV goods and services.

3. This Complaint is being filed concurrently with a Final Consent Judgment.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over the subject matter of this action pursuant to the CFA and over Defendant pursuant to the CFA. Venue in this court is proper under R. 4:3-2, because it is a county in which the Defendant has advertised and conducted business.

### **PARTIES**

5. Plaintiffs bring this action in the public interest pursuant to the authority granted under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19.

6. DIRECTV is a corporation organized under the laws of the State of California with its principal place of business in El Segundo, California.

### **FACTUAL ALLEGATIONS**

7. DIRECTV engages in the business of providing television viewing services to consumers. Defendant was engaged in this business at all times relevant to this complaint. During the period from 2006 through 2009, DIRECTV, INC. was engaged in the business of selling and leasing equipment and services to consumers in the State of New Jersey (“New Jersey”), engaging in the sale, lease, or other distribution of DIRECTV services and products by and through its authorized distributors, retailers, or installers, and engaging in contractual relationships with New Jersey consumers directly and through its authorized distributors, retailers or installers.

8. All the allegations contained in this Complaint took place between January 2006 to the present.

9. At all relevant times, DIRECTV included terms in advertisements without clearly and conspicuously disclosing the terms and conditions that applied to the advertised offer. By way of example, the attached Exhibit A is a 4 page flyer ad used by DIRECTV to promote its services.

10. In DIRECTV's advertisements, such as Exhibit A, DIRECTV failed to clearly and conspicuously disclose the actual terms of its offers. When it did disclose such terms, they were often misleading, incomplete, or difficult to locate. In many instances they were displayed in small print, typeface, or font, in low-contrast with the body of the advertisement, on a separate page from the main advertising statement, or on the screen in a television advertisement for as little time as two to three seconds.

11. For example, many of the material disclosures related to the offer advertised in Exhibit A are difficult to find. The inside of the advertisement includes a flap that opens to reveal several lines of very small print, where many of the material disclosures are made. The disclosures in Exhibit A are not clear and conspicuous and are not in direct proximity to the term that the disclosure is intended to limit.

12. Many DIRECTV advertisements, including Exhibit A, offer packages advertised at "\$29.99/MONTH FOR 12 MONTHS," or using similar words. In such advertisements, DIRECTV often fails to clearly disclose the material limitations on a consumer's ability to obtain the advertised price, for example, by failing to clearly disclose the fact that a 24 month commitment to DIRECTV service is required to obtain the 12 month promotional price. In Exhibit A, inside the flyer, under the flap, on the 16<sup>th</sup> line of the smallest print, the consumer is

informed: “**SYSTEM LEASE:** Purchase of 24 consecutive months of any DIRECTV base programming package (\$29.99/mo. or above) or qualifying international services bundle required.”

13. DIRECTV has, at times relevant to this Complaint, made misrepresentations regarding the availability of programming, including local channels and sports programming.

14. DIRECTV has engaged in the practice of contracting with consumers in a manner that is unfair or deceptive, by locking consumers into long-term contracts without clearly and conspicuously disclosing the existence and consequences of the long term contract.

15. DIRECTV has at times obligated consumers to a long term contract, without their knowledge, when consumers have any DIRECTV equipment installed, serviced or repaired.

16. At installation, consumers have been presented with a form entitled “EQUIPMENT LEASE ADDENDUM” which states that the consumer is bound to maintain a minimum level of programming for a period of eighteen (18) to twenty-four (24) months as a result of having any DIRECTV equipment installed, repaired or replaced. This “EQUIPMENT LEASE ADDENDUM” is sometimes placed on the back of an “Installation Checklist” which the consumer is presented after a third-party installer has completed installation of DIRECTV services. The consumer is not provided with clear and conspicuous notification that the consumer is entering into a long-term contract with DIRECTV.

17. DIRECTV provides consumers with an additional document entitled the “CUSTOMER AGREEMENT” when the consumer’s first bill for DIRECTV arrives.

18. The “Customer Agreement” does not contain all of the most essential terms of the contract between DIRECTV and the consumer.

19. DIRECTV has not provided clear and conspicuous disclosures about promotional offers, including the price and length of such offers.

20. DIRECTV consumers are charged cancellation or equipment fees when the consumer does not realize that the fees will be charged.

21. Third Party Retailers of DIRECTV have failed to clearly and conspicuously disclose all the material terms of the contract with DIRECTV.

### **COUNT I**

#### **VIOLATION OF THE CFA BY DEFENDANT (UNCONSCIONABLE COMMERCIAL PRACTICES)**

22. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 21 as if more fully set forth herein.

23. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise . . .

24. All of the acts and practices engaged in and employed by the Defendant as alleged herein, are unconscionable commercial practices in violation of the CFA. Namely, Defendant violated the CFA by:

- a. Representing that consumers will receive a certain amount of “free” programming without clearly and conspicuously disclosing that the receipt of “free” services is contingent upon the purchase of a separate programming package; and
- b. Advertising DIRECTV services without clearly and conspicuously disclosing required contractual / commitment terms for DIRECTV service, the length of contractual relationships and/or all relevant fees and costs for canceling that agreement.

25. Each unconscionable commercial practice by Defendant constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

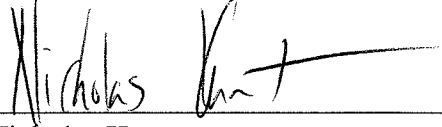
**PRAYER FOR RELIEF**

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendant:

- (a) Finding that the acts and omissions of Defendant constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 et seq.;
- (b) Permanently enjoining Defendant and its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, corporations, subsidiaries, affiliates, successors, assigns and all other persons or entities directly under their control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq. including, but not limited to the acts and practices alleged in this Complaint;
- (c) Assessing the maximum statutory civil penalties against Defendant for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (d) Directing the assessment of costs and fees, including attorneys' fees, against Defendant, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and 56:8-19;
- (e) Directing the assessment of restitution amounts against Defendant to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any practice alleged herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8; and

(f) Granting such other relief as the interests of justice may require.

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs


By:   
\_\_\_\_\_  
Nicholas Kant  
Deputy Attorney General

Dated: December 15, 2010  
Newark, New Jersey

**RULE 4:5-1 CERTIFICATION**

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 et seq., is not the subject of any other action pending in any other court of this State. I am aware that private contract and other actions have been brought against Defendant, but have no direct information that any such actions involve consumer fraud allegations. Further, private plaintiffs could not seek relief demanded by the Attorney General under the CFA. I also certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated.

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
\_\_\_\_\_  
Nicholas Kant  
Deputy Attorney General

Dated: December 15, 2010  
Newark, New Jersey



**RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: Nicholas Kant  
Nicholas Kant  
Deputy Attorney General

Dated: December 15, 2010  
Newark, New Jersey

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Nicholas Kant, Deputy Attorney General, is hereby designated as trial counsel on behalf of Plaintiffs in this action.

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: Nicholas Kant  
Nicholas Kant  
Deputy Attorney General

Dated: December 15, 2010  
Newark, New Jersey

# **EXHIBIT A**

SATELLITE TELEVISION

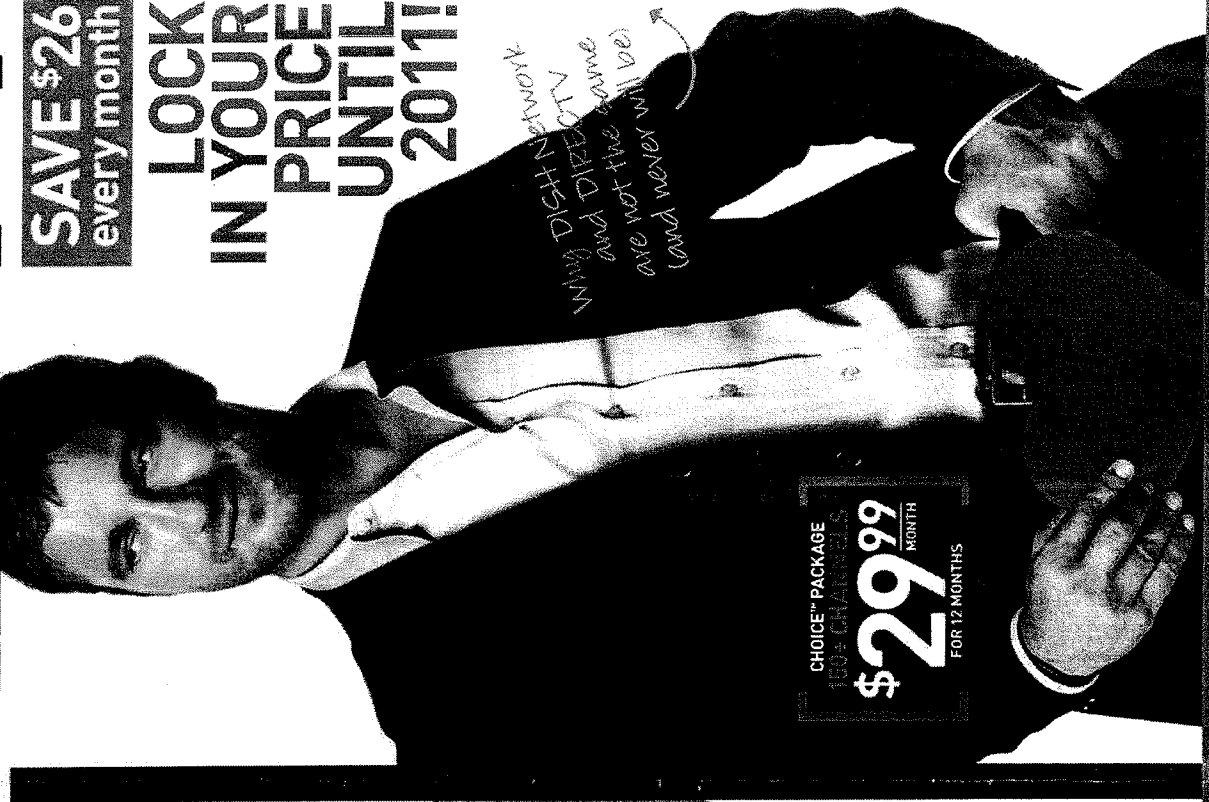
# GET DIRECT TV

SAVE \$26 every month

LOCK IN YOUR PRICE UNTIL 2011!



Commit to the perfect HD on DIRECTV!



CHOICE™ PACKAGE  
100+ CHANNELS  
**\$29.99**  
MONTH  
FOR 12 MONTHS

Switch today! 1-888-778-8972 or [directv.com](http://directv.com)

© 2010 DIRECTV, Inc. All rights reserved.

Live here  
for featured  
programming  
& special offers!



A new customer joins  
every 8 seconds!

\*Based on a 2007 survey by Ipsos. ©2007 Dish Network. All rights reserved.

REASON TO SWITCH

# 2

## DISH Network is not DIRECTV

DISH Network may sound cheaper, but at the end of the day, it's going to cost you. How? In hidden fees, exaggerated channel counts and embarrassing technology claims. DISH Network is nothing like DIRECTV.

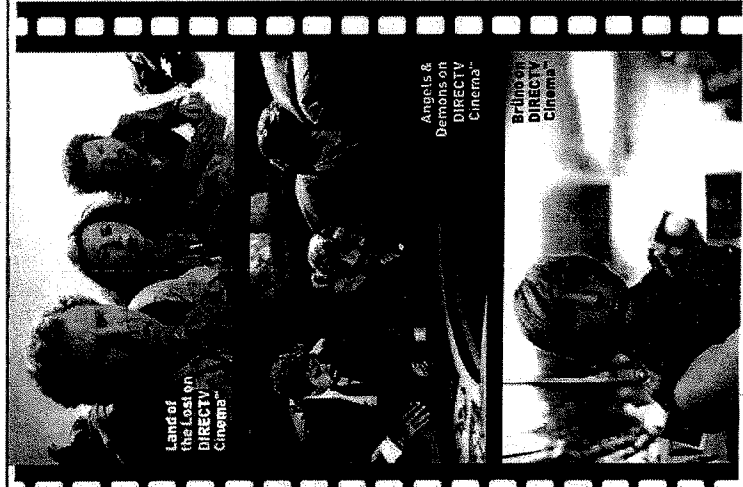
The truth is:

- DISH Network was ranked one of the worst 15 companies in customer service
- Every time DISH Network loses a customer, DIRECTV gains 5
- DISH Network charges \$5 extra every month for local channels\*
- DISH Network is filled with dozens of channels you've never heard of like Starfish Television Network and over 15 shopping networks

\*Monthly fee package

DIRECTV BEATS DISH EVERY TIME	DIRECTV	DISH
The best and most channels in HD**—with the capacity for 200 coming soon	Over 150	Barely over 100
Movies in 1080p HD and Dolby® Digital 5.1 surround sound <sup>4</sup>	50	24
99.9% signal reliability	YES	?
NFL SUNDAY TICKET™	YES	no
MLB EXTRA INNINGS™	YES	no
NCAA™ MEGA MARCH MADNESS®	YES	no
Unnecessary fees	\$0	\$5/mo.
Local channels fee	\$0	\$5/mo.
Phone line hook-up fee	YES	no
#1 in customer satisfaction <sup>5</sup>	YES	no
#1 fastest growing TV service <sup>6</sup> in the past year	GAINED +\$1,000,000	LOST -180,000

\*\*Based on all packages. <sup>4</sup>Based on all packages. <sup>5</sup>Based on a 2007 survey by Ipsos. <sup>6</sup>Based on a 2007 survey by Ipsos. <sup>7</sup>Based on a 2007 survey by Ipsos. <sup>8</sup>Based on a 2007 survey by Ipsos. <sup>9</sup>Based on a 2007 survey by Ipsos.



REASON TO SWITCH

# 1

## 99.9% signal reliability



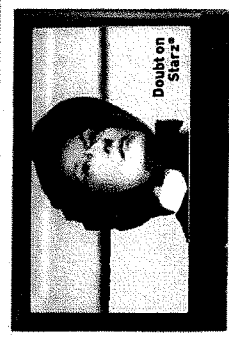
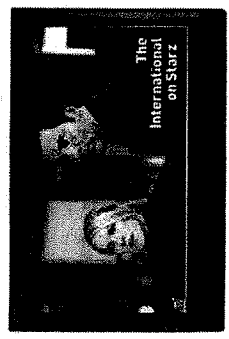
Cable doesn't come close to the reliability and quality of DIRECTV. DIRECTV has crystal clear HD channels with Dolby Digital 5.1 surround sound, and 100% digital quality for every channel. It's time to switch to a signal reliability TV service with a signal you can depend on—DIRECTV.

Over \$70 value for a limited time only!

Get 21 FREE premium movie channels >>>  
Get Starz® and SHOWTIME® FREE for 3 months when you sign up for the CHOICE XTRA™ package or higher.



# Switching is FREE and EASY.



# REASON #101 to switch to DIRECTV...exclusive entertainment



Hosted by Jeremy Clarkson, Richard Hammond and James May

## Shift Into Top Gear

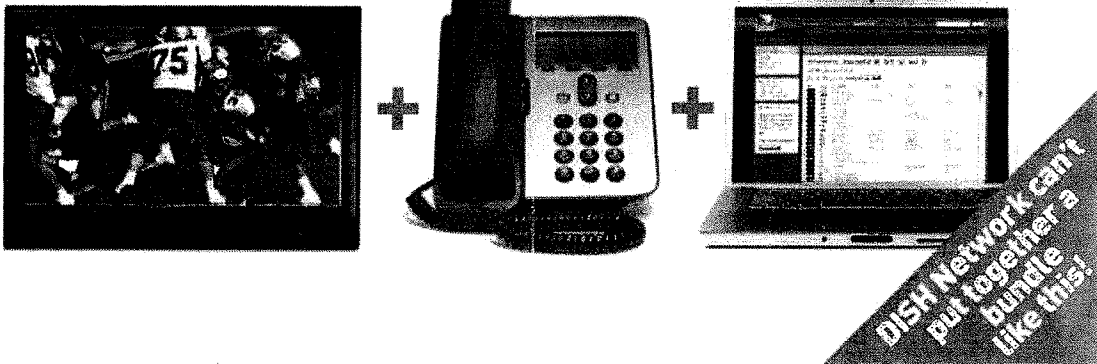
Tune in to Channel 101 for critically acclaimed series and exclusive performances by today's hottest bands. Get sneak peeks from premium programmers like SHOWTIME<sup>®</sup> and HBO<sup>®</sup>. Then see **Top Gear** from BBC America. Full of extreme stunts and challenges that take cars to the limit, testing them to see if they're half as good as manufacturers claim. Watch it on The 101 Network. Compliments of DIRECTV.

Premieres November 24, at 9pm ET/PT on Channel 101



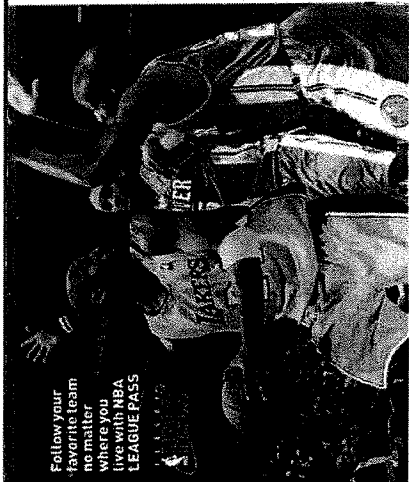
## Coast-to-coast coverage all bundled up!

Only DIRECTV offers America's most popular integrated bundling service—partnering with these top companies



1. Number of HD channels varies by programming package and service activation. To access DIRECTV HD programming, HD access for \$5.00/mo. is required. 2. DIRECTV HD Receiver, DIRECTV HD Dish and HD television equipment are required. Visit Directv.com/hd for details. 3. Blackout restrictions and other conditions apply. Professional and collegiate sports subscriptions not applicable. 4. 101 HD (for local channels based on service address). HD actual content not defined in P. 5. Not available in all markets. 6. DIRECTV DVR Schedule requires internet access via computer or mobile phone to Directv.com. Remote connections may vary in some instances. Schedule of local channels may not be complete. Only available on certain receiver models. 7. Visit Directv.com/active for details. 8. 5.1 surround sound available when accessed by program. 9. Additional equipment required and sold separately. 10. Only one game can be viewed at a time. Place still in use and no other copy and are based on customer's service address. The following is recommended: for use with this application, a computer running Microsoft Windows 8/10, XP or Vista operating system with an Intel Pentium 200M or faster processor; or an Apple Macintosh with an Intel Core Duo 1.33GHz or faster processor with Mac OS X 10.4.9 or later. This service is also available for Linux operating systems. Computer hardware, software and Internet connection not included. 11. Visit Directv.com/HD/Module for a list of compatible phones. Only available on certain devices from certain providers. Additional data charges may apply. Reason check on your service provider. Only one game may be accessed from any device at any given time. 12. Based on average number of HD channels offered by cable providers in most metropolitan areas. Actual number of HD channels varies by provider and market. Credit card not required in P. 4 & P. 14. **BILL CREDIT/PROGRAMMING OFFER:** Free First 3 Months for 1 month, a value of \$30.00. Free Second Month for 5 months, a value of \$27.00. **CABLE PROGRAMMING OFFER:** \$3.00/mo. (Limited package times and prices: DIRECTV \$26.95/mo., DISH \$23.95/mo., PLUS \$49.95/mo. Upon DIRECTV System activation, customer will receive redemption instructions included in customer's first DIRECTV bill, a separate mailing, or in the state of New York, from retailer and must comply with the terms of the instructions. In order to receive full \$26 credit, customer must submit rebate form online, register account on Directv.com and consent to details prior to rebate redemption. Online redemption requires valid email address. Rebate begins 60 days after receipt of initial redemption, or 30 days after initial redemption. Timing of redemption period depends on redemption date. Account must be in good standing. As determined by DIRECTV. To his sole discretion, to remain eligible, DIRECTV may be responsible for late, lost, illegible, unlabelled, incomplete, misdirected or postage due mail. **BY THE END OF PROMOTIONAL PRICE PERIOD(S) CUSTOMER DOES NOT CONTACT DIRECTV TO CHANGE SERVICE THEN ALL SERVICES WILL AUTOMATICALLY CONTINUE AT THE THEN PREVAILING RATES INCLUDING THE \$5.00/MO. LEASE FEE FOR THE 2ND AND EACH ADDITIONAL RECEIVER.** 13. DIRECTV System has a feature which restricts access to channels in certain markets programming access may vary. **INSTANT REBATE:** Receive equivalent instant rebate requires selection of the CH-101 A 34 package or select HAS LUNA 2 above. Additional or any additional equipment and service bundles, which shall include the PREPARED CH-101C programming package featured at \$26.99/mo. 14. DTV service \$5.00/mo. and HD Access fee (\$10.00/mo.) required for HD DVR lease. **JUST ONE ADVANCED EQUIPMENT REBAT:** PER DIRECTV ACCOUNT INSTALLATION, standard professional installation only. Customers may follow extra **SYSTEM LEASE:** Purchase of 72 consecutive months of any DIRECTV basic programming package (\$17.99/mo. or above) or qualifying international services bundle required. **FAILURE TO ACTIVATE ALL DIRECTV SYSTEM EQUIPMENT IN ACCORDANCE WITH THE EQUIPMENT LEASE ADDENDUM MAY RESULT IN A CHARGE OF \$150 PER RECEIVER NOT ACTIVATED. IF YOU FAIL TO MAINTAIN YOUR PROGRAMMING, DIRECTV MAY CHARGE A PRO-RATED FEE OF \$400. RECEIVERS ARE AT ALL TIMES PROPERTY OF DIRECTV AND MUST BE RETURNED UPON CANCELLATION OF SERVICE OR ADDITIONAL FEES MAY APPLY. VISIT Directv.com OR CALL 1-800-DIRECTV FOR DETAILS.** Programming, pricing, terms and conditions subject to change at any time. Pricing restricted. Taxes not included. Benefits of DIRECTV programming subject to DIRECTV Customer Agreement copyright © Directv.com LLC, and in that URL: ©2009 DIRECTV, Inc. DIRECTV and the Cyclone Design logo are registered trademarks of DIRECTV, Inc. All other trademarks and service marks are the property of their respective owners. **PROMO CREDITS:** The Light Truth (©2009 Columbia Pictures Industries, Inc. All Rights Reserved) Love the 101 Series All Rights Reserved Argo & Co. Comics. ©2009 Columbia Pictures Industries, Inc. All Rights Reserved. DIRECTV and the Cyclone Design logo are trademarks of DIRECTV, Inc. and related in its or any registered trademarks of Showtime Networks Inc., a CBS Company. HBO, DIRECTV and the Cyclone Design logo are trademarks of Showtime Networks Inc., a CBS Company.

Follow your favorite team no matter where you live with the new NBA LEAGUE PASS



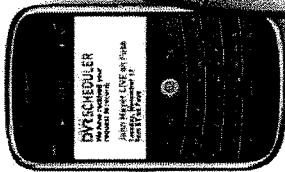
REASON TO SWITCH

### 3

## Champion sports coverage

No matter where you live, you can follow your favorite sports with DIRECTV. No one has a better lineup of sports packages, featuring: NFL SUNDAY TICKET™, NCAA® MEGA MARCH MADNESS® and NASCAR HotPass™. Whether you're into football, baseball, soccer, tennis or cricket, the games you want to watch are right here. With DISH Network, you'll miss thousands of games a year. Another reason DIRECTV is the undisputed leader in sports—a team cable and DISH Network just can't beat.

DIRECTV maximizes the performance of your HD TV



FACT

"DIRECTV has two times more 1080p movies than DISH Network."

That's the same HD quality as Blu-ray.

REASON TO SWITCH

### 4

## Nobody has more HD channels. Nobody.

If it's in HD, watch it on DIRECTV—America's #1 satellite TV service. Transform your flat-screen TV with the best HD picture quality and the most movies in 1080p—the same quality as Blu-ray. And it's in home theater Dolby® Digital 5.1 surround sound. Can't get that on cable? If you have an HD TV, you need DIRECTV to experience it at its best. Get DIRECTV now.

Over 130 HD channels now with the capacity for 200 coming soon!

- |                      |                     |
|----------------------|---------------------|
| A&E HD               | MLB Network HD      |
| ABC Family HD        | MTV HD              |
| ABC HD <sup>1</sup>  | NBA TV HD           |
| Animal Planet HD     | NBC HD <sup>2</sup> |
| Biography Channel HD | NFL Network         |
| Bravo HD             | NHL Network         |
| Cartoon Network HD   | SHOWTIME HD (6)     |
| CBS HD <sup>3</sup>  | Spike HD            |
| Cinemax HD (2)       | Starz HD (6)        |
| CNN HD               | Syfy Channel HD     |
| Discovery Channel HD | TBS HD              |
| Disney Channel HD    | TLC HD              |
| Disney XD HD         | TNT HD              |
| ESPN HD              | Universal HD        |
| Food Network HD      | USA Network HD      |
| FOX HD <sup>4</sup>  | VH1 HD              |
| FX HD                | YES HD              |
| HBO HD (2)           |                     |
- Plus over 130 more!

"DISH Network has more HD... has more HD."

Wrong. DIRECTV has 24 more full-time HD channels than DISH Network. On average, that's two times more than cable.<sup>5</sup> Don't be fooled; DIRECTV is the clear leader.

REASON TO SWITCH

### 5

## Cutting-edge technology

With DIRECTV® DVR Scheduler, you'll never have to worry about missing a show when you're away from home. No matter where you are, you can use any computer or cell phone to program your home DVR.

REASON TO SWITCH

### 6

## DIRECTV: A value cable can't beat

DIRECTV crushes the cable competition once again—with exclusive programming, the most HD channels, the most live sports and many channels not available on cable or DISH Network. Don't miss out on three of our exciting entertainment package offers. Call now!

## \$2999 CHOICE™ PACKAGE

- OVER 150 all-digital channels
- Local channels included<sup>6</sup>
- 100% digital-quality picture and sound
- FREE professional installation. No equipment to buy. No start-up costs.

PLUS

FREE SHOWTIME™  
For 3 months, OVER \$38 VALUE! For a limited time.

## \$3499 CHOICE XTRA™ PACKAGE

- OVER 200 all-digital channels
- Local channels included<sup>6</sup>
- 100% digital-quality picture and sound
- FREE professional installation. No equipment to buy. No start-up costs.

PLUS

FREE SHOWTIME™  
For 3 months, OVER \$70 VALUE! For a limited time.

An incredible value!

## \$3999 PLUS DVR™ PACKAGE

- OVER 200 all-digital channels
- Local channels included<sup>6</sup>
- 100% digital-quality picture and sound
- FREE professional installation. No equipment to buy. No start-up costs.

PLUS

Monthly DVR service included  
Pause, rewind and record your favorite shows!

FREE HD DVR receiver upgrade  
\$199 VALUE!

FREE SHOWTIME™  
For 3 months, OVER \$70 VALUE! For a limited time.

Prices and value reflects \$21 billiard fee. 12 months after service is initiated, plus an additional \$5 bill credit for 12 months when you submit your request to be on record for your account on DIRECTV. Your email address must be provided to receive the billiard fee credit. Offer good only for new customers. Some restrictions and limitations apply. Must be 18 or older. Offer good in the US only. © 2008 DIRECTV. All rights reserved. See full offer details at [directv.com](http://directv.com).

Call 1-888-778-8972 or [directv.com](http://directv.com)





# SAVE \$26 EVERY MONTH AND LOCK IN YOUR PRICE UNTIL 2011!

CHOICE™ PACKAGE

## \$29.99

MONTHLY

FOR 12 MONTHS

### THE TV PACKAGE THAT BEATS CABLE!

- OVER 150 digital channels
- PLUS, for a limited time, 9 premium movie channels included

### FREE FOR 3 MONTHS

OVER \$38 VALUE!

#### EVERY PACKAGE INCLUDES:

- LOCAL CHANNELS\*
- 99.9% SIGNAL RELIABILITY
- #1 IN CUSTOMER SATISFACTION

Among the largest national cable & satellite TV providers. 2009 American Customer Satisfaction Index. University of Michigan Business School.

CHOICE XTRA™ PACKAGE

## \$34.99

MONTHLY

FOR 12 MONTHS

### MORE CHANNELS, MOVIES & SPORTS!

- OVER 200 digital channels
- FREE HD DVR Receiver Upgrade \$199 VALUE!

### FREE FOR 3 MONTHS

21 PREMIUM MOVIE CHANNELS

### starz + SHOWTIME

12 channels OVER \$70 VALUE!

PLUS DVR™ PACKAGE

## \$39.99

MONTHLY

FOR 12 MONTHS

### MORE CHANNELS, MOVIES, SPORTS & DVR SERVICE!

- OVER 200 digital channels
- FREE HD DVR Receiver Upgrade \$199 VALUE!
- Monthly DVR Service included

### FREE FOR 3 MONTHS

21 PREMIUM MOVIE CHANNELS

### starz + SHOWTIME

12 channels OVER \$70 VALUE!

## GET DIRECTV

It's as easy as 1-2-3

- 1 CALL to schedule your free installation
- 2 SELECT the programming package you want
- 3 ENJOY America's #1 Satellite TV Service

## Plus, get all this with your order:

### FREE

#### PROFESSIONAL INSTALLATION IN UP TO 4 ROOMS

- No equipment to buy
- No start-up costs



Price of \$5.00/mo. for receiver and each additional receiver. Cost of installation is extra. Scheduling and delivery fee of \$195.00/mo. only.

### FREE

#### HD DVR RECEIVER UPGRADE \$199 VALUE!

- Pause and rewind live TV for up to 90 minutes
- Record up to 200 hours\*
- Crystal clear hi-def picture



Models may vary. \*As last recording capacity depends on type of programming being recorded. Programming, DVR and HD Access fee required. With activation of the CHOICE™ package or XTRA™ package. \*\*As last recording capacity depends on type of programming being recorded.

Price reflects a \$71 bill credit for 12 months after activation of either package. All credits for 12 months when you switch your receiver and register your account on directv.com. Valid email address required. \*DVR fee and 200 hr. per month based on amount needed to calculate. New equipment may be leased. Cost of installation programming, DVR and HD Access. Lower fee \$5.00/mo. for second and each additional receiver. Hardware available separately. See full offer details inside.

# Switch today! 1-888-778-8972 or directv.com