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THE STATE OF IOWA, ex rel.)
THOMAS J. MILLER, ATTORNEY GENERAL)
99AG25112)

CLERK DISTRICT COURT

Plaintiff,)

PETITION

v.)

Equity No. 67341

DIRECTV, INC., a California)
Corporation,)

Defendant.)

The State of Iowa ex rel. Attorney General Thomas J. Miller, by Special Assistant Attorney General William L. Brauch, brings this action against DIRECTV, INC., ("Defendant") pursuant to the provisions of Iowa Code § 714.16, commonly known as the Iowa Consumer Fraud Act, and in support of its claims states as follows:

JURISDICTION AND VENUE

1. The Attorney General of Iowa has the authority to initiate an action for consumer fraud in violation of Iowa Code § 714.16.

2. The Iowa Consumer Fraud Act, Iowa Code § 714.16(2)(a), provides in pertinent part:

The act use or employment by a person of an unfair practice, deception, fraud, false pretense, false promise, or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon the concealment, suppression, or omission, in connection with the lease, sale, or advertisement of any merchandise ... whether or not a person has in fact been misled, deceived, or damaged is an unlawful practice.

3. Iowa Code § 714.16(1) provides the following definitions:

(f) "Deception" means an act or practice which has the tendency or capacity to mislead a substantial number of consumers as to a material fact or facts.

(n) "Unfair practice" means an act or practice which causes substantial, unavoidable injury to consumers that is not outweighed by any consumer or competitive benefits which the practice produces.

4. Iowa Code § 714.16(7) explains that except in the case of a material omission, it is not necessary for the Attorney General to prove reliance, damages, intent, or knowledge, stating in pertinent part:

Except in an action for the concealment, suppression, or omission of a material fact with intent that others rely upon it, it is not necessary in an action for reimbursement or an injunction, to allege or to prove reliance, damages, intent to deceive, or that the person who engaged in an unlawful act had knowledge of the falsity of the claim or ignorance of the truth.

5. Iowa Code § 714.16(7) in pertinent part, authorizes the Attorney General to bring this action:

A civil action pursuant to this section shall be by equitable proceedings. If it appears to the attorney general that a person has engaged in, is engaging in, or is about to engage in a practice declared to be unlawful by this section, the attorney general may seek and obtain in an action in a district court a temporary restraining order, preliminary injunction, or permanent injunction prohibiting the person from continuing the practice or engaging in the practice or doing an act in furtherance of the practice. The court may make orders or judgments as necessary to prevent the use or employment by a person of any prohibited practices, or which are necessary to restore to any person in interest any moneys or property, real or personal, which have been acquired by means of a practice declared to be unlawful by this section, including the appointment of a receiver in cases of substantial and willful violation of this section.

In addition to the remedies otherwise provided for in this subsection, the attorney general may request and the court may impose a civil penalty not to exceed forty thousand dollars per violation against a person found by the court to have engaged in a method, act, or practice declared unlawful under this section; provided, however, a course of conduct shall not be considered to be separate and different violations merely because the conduct is repeated to more than one person. In addition, on the motion of the attorney general or its own motion, the court may impose a civil penalty of not more than five thousand dollars for each day of intentional violation of a temporary restraining order, preliminary injunction, or permanent injunction issued under authority of this section.

6. Venue is proper in Polk County, pursuant to Iowa Code § 714.16(10), for the

Consumer Fraud Act violations because the Defendants have conducted business in Polk County, and one or more of the victims reside in Polk County.

PARTIES

7. Plaintiff, THE STATE OF IOWA, by THOMAS J. MILLER, Attorney General of the State of Iowa, is charged, inter alia, with the enforcement of the Consumer Fraud Act.

8. Defendant DIRECTV, INC. ("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

Upon information and belief, the State of Iowa alleges as follows:

9. DIRECTV engages in the business of providing television viewing services to consumers. Defendant was engaged in this business at all times relevant to this Petition. During the period from 2006 through 2009, DIRECTV, INC. was engaged in the business of selling and leasing equipment and services to Iowa consumers, 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 Iowa consumers directly and through its authorized distributors, retailers, or installers.

10. All the allegations contained in this Petition took place between January, 2006 to the present.

11. During times relevant to this Petition, DIRECTV advertised merchandise in Iowa without clearly disclosing the terms and conditions that applied to the advertised

offers. By way of example, the attached Exhibit A is a 4 page flyer ad used by DIRECTV to promote its services.

12. In DIRECTV's advertisements, such as Exhibit A, DIRECTV fails to clearly and conspicuously disclose the actual terms of its offers. When it does disclose such terms, they are often misleading, incomplete, or difficult to locate. In many instances they are 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.

13. 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.

14. 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 16th 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."

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

16. 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.

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

18. At installation, consumers were 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.

19. DIRECTV provides consumers with an additional document entitled the "CUSTOMER AGREEMENT" when the consumer's first bill for DIRECTV arrives.

20. The "Customer Agreement" does not contain all of the most essential terms of the contract between DIRECTV and the consumer.

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

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

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

24. Neither all nor any part of the application for injunctive relief herein has been previously presented to or refused by any court or justice. Iowa R. Civ. P. 1.1504.

25. In an action by the state, no security shall be required of the state. Iowa R. Civ. P. 1.207.

CAUSES OF ACTION

VIOLATIONS OF THE IOWA CONSUMER FRAUD ACT

26. The State incorporates by reference and realleges each allegation contained in paragraphs 1-23 of this Petition.

27. All of the acts and practices engaged in and employed by the Defendant as alleged herein are unfair or deceptive acts or practices in connection with the advertisement, sale or lease of merchandise and, therefore, are unlawful pursuant to Iowa Code § 714.16.

REQUEST FOR RELIEF

The State respectfully requests the Court grant relief against the Defendant as follows:

- A. That the Court, pursuant to Iowa Code § 714.16(7), permanently enjoin Defendant and its directors, officers, principals, partners, employees, agents, representatives, subsidiaries, affiliates, successors, assigns, merged or acquired

predecessors, parent or controlling entities, and all other persons, corporations, or other entities, acting in concert or participating with Defendant who have actual or constructive notice of the Court's injunction from engaging in the deceptive or unfair acts and practices or otherwise violating the Iowa Consumer Fraud Act as alleged in this Petition.

- B. That the Court, pursuant to Iowa Code § 714.16(7), enter judgment against Defendant for amounts necessary to restore to consumers all money acquired by means of acts or practices that violate the Consumer Fraud Act.
- C. That the Court, pursuant to Iowa Code § 714.16(7), enter judgment against Defendant for civil penalties up to \$40,000.00 for each separate violation of the Consumer Fraud Act.
- D. That the Court award the State attorney fees and costs pursuant to Iowa Code § 714.16(11).
- E. That the Court order Defendant to pay court costs pursuant to Iowa Code § 714.16(11).

THE STATE OF IOWA
THOMAS J. MILLER
Attorney General of Iowa

BY:



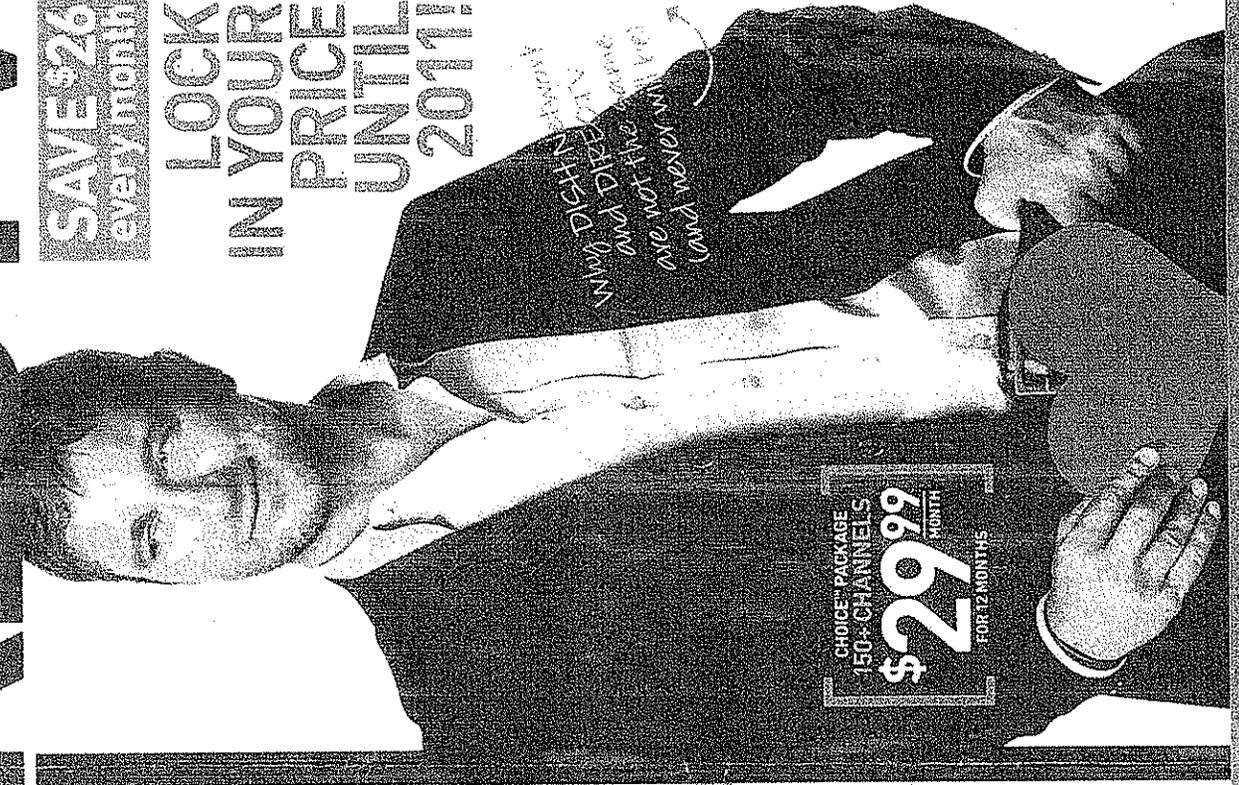
WILLIAM L. BRAUCH #AT0001121
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Telephone: 515-281-8772
Telefax: 515-281-6771
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SATELLITE TELEVISION

GET DIRECTV

SAVE \$26
every month

LOCK
IN YOUR
PRICE
UNTIL
2011!



NEW DIRECTV CHANNELS
AND HD CHANNELS
ARE NOW AVAILABLE
ON ALL MODELS

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



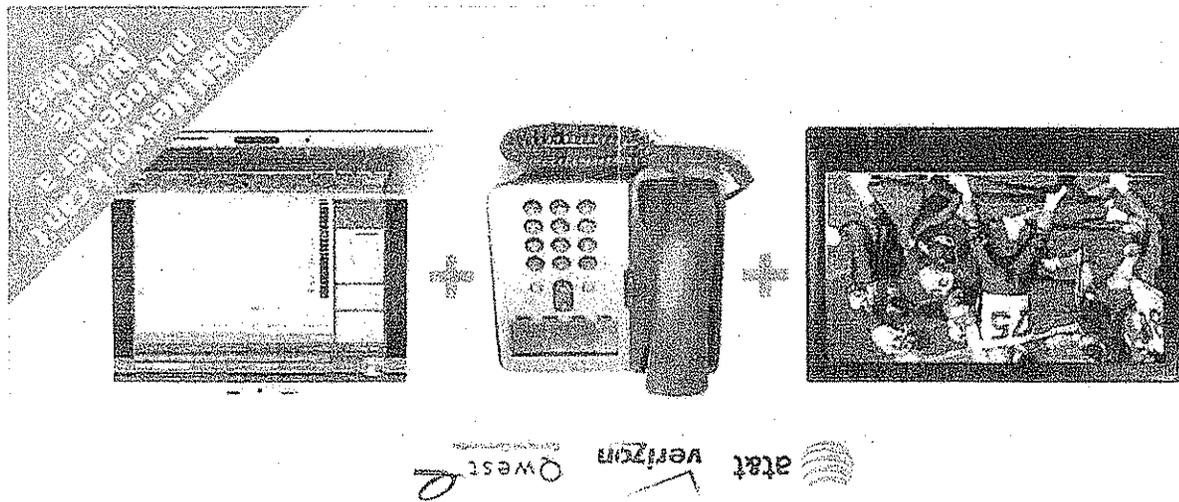
Watch Thriller
The Day After Tomorrow
in 1080p Cinema™ on
DIRECTV Cinema™

Commit to
the perfect HD
on DIRECTV!

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

PREZIS 112-0214
EXHIBIT
 A

...the most popular integrated bundling service—partnering with these top companies



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

Coast-to-coast coverage all bundled up!

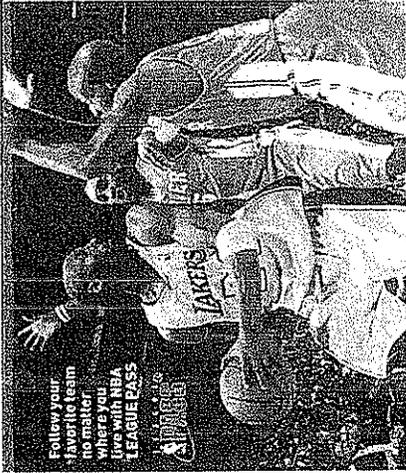
Shift Into Top Gear

Tune in to Channel 101 for crazily
acclaimed races and exclusive
performances by rock's hottest
bands and more. Only on
a pure original in the SHOWTIME
and HBO! That's Top Gear from
BBC's most popular extreme sports
and challenge show and set to the
beat of garage rockers like
that of garage rockers like
claim. Watch on The 101 Network,
a component of DIRECTV.



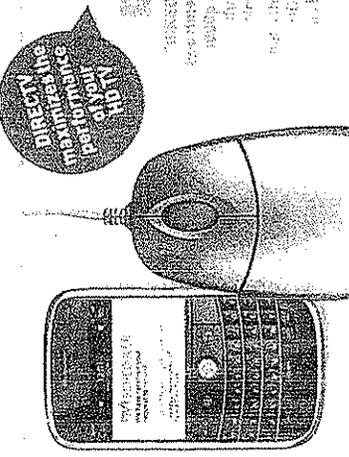
Hosted by Jeremy
Clarkson, Richard
Hammond and
James May

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



3 Champion sports coverage

No matter where you live, you can follow your favorite team 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.



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.



- ABC HD
- ABC Family HD
- ABC HD
- ESPN 2 HD
- ESPN HD
- ESPN2 HD
- ESPN3 HD
- ESPN4 HD
- ESPN5 HD
- ESPN6 HD
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- ESPN8 HD
- ESPN9 HD
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