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2012 SEP 10 PM 4:06

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CENTRAL DIST. OF CALIF.
LOS ANGELES

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DAVID MELAMED and those similarly situated

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 DAVID MELAMED, on behalf of
11 himself and those similarly situated,
12
13 Plaintiff,

14 vs.

15 DISH NETWORK CORPORATION,
16 DISH NETWORK LLC, ECHOSTAR
17 TECHNOLOGIES LLC,
18 and DOES 1 through 10 inclusive,
19
20 Defendants.

Case No. **CV 12-7739** - DSF
(SSx)

COMPLAINT
CLASS ACTION
DEMAND FOR JURY TRIAL

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23 On behalf of the class of persons defined herein, Plaintiff hereby alleges,
24 with personal knowledge as to his own actions, and upon information and belief as
25 to those of others, as follows:
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NATURE OF THE CASE

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1. DISH NETWORK CORPORATION and DISH NETWORK LLC (hereinafter collectively referred to as “Dish”) provide satellite television across the United States with many packages including programs in English and a number of foreign languages. People can sign up for Dish’s satellite television services by purchasing either a package with English Programs or one that only airs foreign language programs or both.

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2. Throughout all relevant times herein, Dish has and continues to represent to consumers through advertising, the web and its sales representatives that all existing and new customers who only subscribe to a foreign language package will pay an addition \$10 “International Access Fee”. However those who also subscribe to at least a minimum local package will not be charged the \$10 “International Access Fee”.

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3. However, Plaintiff and all other existing and new customers who subscribed to both the local programs and the international programs have been and continue to be charged the \$10 “International Access Fee”. Plaintiff now brings suit against Dish on behalf of himself and all the other people Dish charged a \$10 “International Access Fee”, alleging claims of breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, fraud, violation of California Consumer Legal Remedies Act, violation of California’s unfair competition law, and violation of Colorado’s Consumer Protection Act, Colo. Rev. Stat. § 6-1-105, *et seq.* Plaintiff also seeks declaratory relief precluding Dish from charging the \$10 International Access Fee in the future.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action under 28 U.S.C. § 1332. This is a class action in which the aggregated claims of the individual class members

1 exceed the sum value of \$5,000,000, exclusive of interests and costs. Plaintiff is a
2 citizen of different states than the Defendants.

3 5. Venue is proper in this district under 28 U.S.C. § 1391(b), as Plaintiff
4 David Melamed resides in this district and a substantial part of the events or
5 omissions giving rise to Plaintiff's claims occurred in this district.

6 **PARTIES**

7 6. Plaintiff David Melamed is a citizen and resident of Los Angeles County,
8 California.

9 7. Defendant DISH Network Corporation is a Nevada corporation with its
10 principal place of business in Englewood, Colorado. DISH Network Corporation is
11 a publicly owned and traded company. DISH Network Corporation, directly and
12 through its subsidiaries, provides satellite-based television service in the United
13 States and provides receivers and other equipment needed to access that service.

14 8. Defendant DISH Network LLC is a Colorado limited liability company
15 with its principal place of business in Englewood, Colorado. DISH Network LLC's
16 sole member is DISH DBS Corporation, a Colorado Corporation, which in turn is
17 an indirect wholly owned subsidiary of DISH Network Corporation.

18 9. Defendant EchoStar Technologies LLC is a Texas limited liability
19 company with its principal place of business in Englewood, Colorado. EchoStar
20 Technologies LLC's sole member is EchoStar Corporation, a Nevada Corporation.
21 EchoStar Corporation is publicly owned and traded.

22 10. All Defendants are referred to collectively throughout this Complaint as
23 "Dish" or "Defendants."
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25 **INTRADISTRICT ASSIGNMENT**

26 11. Assignment is proper to the Central division of this District under Local
27 Rule 3-2(c)-(d), as a substantial part of the events or omissions giving rise to
28 Plaintiffs' claims occurred in Los Angeles County.

1 **FACTUAL ALLEGATIONS**

2 **Dish's Satellite Television Service**

3 12. Dish is the nation's third largest provider of pay-TV, with approximately
4 14 million subscribers across the United States as of December 31, 2011 or
5 approximately 14% of the market for pay-TV subscribers.
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7 13. On February 23, 2012, Dish reported for the year ending December 31,
8 2011, total revenue of \$14.04 billion compared with \$12.64 billion for the year
9 ended December 31, 2010, an increase of 11.07 per cent. In 2011, Dish also
10 acquired other companies such as Blockbuster, Inc., DBSD North America, Inc.,
11 and Terre Star Networks, Inc.¹

12 14. Dish customers can subscribe either on a month-to-month basis, or can
13 commit to a 24-month contract. If the customer subscribes month-to-month, he or
14 she must pay a \$99 "non-refundable activation fee." If the customer commits to the
15 contract, called a "term commitment," he or she must maintain a "Required
16 Minimum Programming Package" for 24 months or pay a cancellation fee,
17 prorated by multiplying \$17.50 by the number of months remaining in the term
18 commitment, with a maximum cancellation fee of \$420.

19 15. Dish offers various packages with many channels and programs. Each
20 package has a certain monthly rate for subscribers which vary depending on the
21 length of the subscriber's contract.

22 16. Dish also provides over 200 international program channels in 28
23 languages, with one to a few package for each language, including but not limited
24 to "Pan-African", "Chinese", "Korean", "Filipino", "Japanese", "Taiwanese",
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27 ¹ See [http://dish.client.shareholder.com/secfiling.cfm?filingID=1104659-12-](http://dish.client.shareholder.com/secfiling.cfm?filingID=1104659-12-11853)
28 [11853](http://dish.client.shareholder.com/secfiling.cfm?filingID=1104659-12-11853)

1 “Vietnamese”, “French”, “German”, “Greek”, “Italian”, “Polish”, “Portuguese”,
2 “Russian”, “Arabic”, “Israeli”, “Brazilian”, “Bangla”, Bengali”, “Hindi”,
3 “Kannada”, “Malayalam”, Marathi”, “Punjabi”, “Nepali”, “Tamil”, “Telugu”,
4 “Urdu”, “General International & Cricket” with prices ranging from \$5 to \$44.99
5 per month.²

6 17. Subscribers who *only* subscribe to one or many international package
7 are charged an additional \$10, “International Service Access Fee” or “International
8 Access Fee”.

9 18. Dish, in its “Residential Customer Agreement” (See Page 10, “Exhibit
10 1-Fees”, attached hereto as Plaintiff’s Exhibit “1”), as well as through all of its
11 sales representatives promises that customers who subscribe to an international
12 package *in addition to* any of the local English or Spanish speaking programs will
13 not be charged a \$10, “International Service Access Fee”.³

14 19. Contrary to its express promise and representation to customers, Dish
15 has been charging *all* customers who subscribe to one of its international packages,
16 the additional \$10 “International Service Access Fee” regardless of whether they
17 only subscribe to the international package or also subscribe to another English or
18 Latin speaking package.

19 **Dish Has Had Notice and Continues to Willfully Charge the Access Fee**

20 20. Many customers have noticed Dish’s improper billing and have
21 complained about the \$10 “International Service Access Fee”. Some who have
22 complained have been refunded the overpayment. Others have not. Those who
23 have not noticed they are being overcharged or are not aware of the terms of their
24 agreement with Dish have been and continue to pay this amount monthly.

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26 2 See <http://www.dish.com/entertainment/packages/international/>

27 3 This agreement was downloaded off of Defendant’s website on July 21, 2012
28 and appears to have not changed as of the filing of this Complaint (See
<http://www.dish.com/downloads/legal/Residential-Agreement.pdf>.)

1 21. Despite customer complaints, Dish has failed to stop its practice and
2 continues to willfully charge its customers \$10 “International Service Access Fee”,
3 in breach of its agreement, gaining millions of dollars in profits from its customers.

4 22. DBStalk.com is a website Dish uses to advertise its services and pricing
5 to consumers. It also provides a forum for discussing Dish services and pricing. In
6 a post dated 11/2/2010, it provides Dish’s price change and increase effective
7 11/11/2010. It states, “The first change is a new \$10 International Access Fee will
8 be added to all international accounts except Great Wall TV / Chinese Elite
9 Package.”. It further states, “Note: if a customer subscribes to a core package (like
10 DISH America) with their package then they will not have to pay the \$10
11 International Access fee.”⁴

12 23. In DBStalk.com, on the same page, in a post dated 11/12/2010, James
13 Long, who appears to be the moderator of DBStalk, responds to a customer’s
14 question, “So...if I have a US package, but want to add Eurochannel, it’s now
15 \$19/month? Or is this for folks who don’t have a US package?” as follows: “The
16 extra \$10 charge for internationals should only be if one does not have a base
17 package. Any US package should qualify.”

18 24. On the same page, in DBStalk.com, Ziaka, a Dish customer from
19 Chicago in a post dated 12/3/2010, wrote, “I have Top 250 package with locals
20 along with The Greek Elite Package. The price on my Greek Elite Package
21 dropped \$ 10.00 from \$ 34.99 to \$ 24.99, but I still get charged the \$ 10.00
22 International Access fee.”

23 25. On satellitenguys.us, another website used by Dish to advertise and to
24 respond to customer’s posts, questions and complaints, Madison, a Dish customer
25 also complains on October 18, 2011, that he is being charged the \$10
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28 ⁴ See <http://www.dbstalk.com/showthread.php?t=186072>

1 “International Access Fee”. In response, Zach Schultz, Dish Customer Support
2 offers to resolve the issue.⁵

3 26. On satelliteguys.us, in another post on 11/17/2010, another Dish
4 consumer, using the pseudonym Hvarma2008, complains of being charged the \$10
5 International Access Fee in spite of subscribing to the local channels.⁶

6 27. On satelliteguys.us, in yet another post on 3/8/2011, hankster 211,
7 another customer complains of being wrongfully charged the \$10 “International
8 Access Fee”. In response, Mary Catherine Brady, a Dish “internet response team”
9 member, acknowledges the wrongful charging and offers to resolve the issue.⁷

10 28. On September 1, 2011, on the same site, another customer lists his
11 charges which demonstrate he too is being charged \$10 “International Access Fee”
12 despite subscribing to many other English speaking channels but only inquires
13 about an upgrade. In response, Mary Catherine Brady, the same Dish employee
14 addresses the upgrade issue but says nothing about the “International Access Fee”.
15 However, the satelliteguy’s staff member notices the overcharge and advises the
16 customer of it. Customer then posts he brought the issue to Ms. Brady’s attention
17 who issued him a credit.⁸

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21 5 See <http://www.satelliteguys.us/dish-forum/269440-international-access-fee.html>

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23 6 See <http://www.satelliteguys.us/dish-forum/232842-international-price-changes-coming-11-11-a-5.html>

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25 7 See <http://www.satelliteguys.us/dish-forum/245929-help-monthly-charges.html>

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27 8 See <http://www.satelliteguys.us/dish-forum/265405-making-jump-hd-what-do-i.html>
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1 29. Internet abounds with posts and complaints whereby customers
2 informed Dish and its employees of the overcharge. Yet Dish willfully and
3 intentionally continues to maintain the charge on its customers' bills and has failed
4 to voluntarily issue credit to hundreds of thousands of people who have paid this
5 charge for many months.

6 **CLASS ACTION ALLEGATIONS**

7 30. Plaintiff brings this action on his own behalf and additionally, pursuant
8 to Rule 23 of the Federal Rules of Civil Procedure, on behalf of the following
9 class:

10 All persons residing in the United States who subscribed to Dish's local and
11 international programs and were charged an International Access Fee in the four
12 years prior to the filing of this Complaint.

13 31. Excluded from the Class is Dish; any parent, subsidiary, or affiliate of
14 Dish; any entity in which Dish has or had a controlling interest, or which Dish
15 otherwise controls or controlled; any officer, director, employee, legal
16 representative, predecessor, successor, or assignee of Dish; and any judge to whom
17 this case is assigned or his or her immediate family.

18 32. This action is brought as a class action for the following reasons:

19 (a) The Class consists of thousands of people and is therefore so numerous
20 that joinder of all members, whether otherwise required or permitted, is
21 impracticable;

22 (b) There are questions of law or fact common to the Class that predominate
23 over any questions affecting only individual members, including:

24 i. Whether Dish has the contractual or legal right to charge its
25 customers an International Access Fee when they subscribe to both local and
26 international channels;

27 ii. Whether Dish violated the Colorado Consumer Protection Act by
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1 charging customers an International Access Fee;

2 iii. Whether Dish violated the California's Unfair Competition Law by
3 charging its customers an International Access Fee; and

4 iv. Whether Dish has been unjustly enriched by charging its customers
5 an International Access Fee.

6 v. Whether Dish committed fraud when it had notice that it
7 overcharged its customers and willfully continued to do so.

8 (c) The claims asserted by Plaintiffs are typical of the claims of the members
9 of the class;

10 (d) Plaintiffs will fairly and adequately protect the interests of the Class, and
11 Plaintiffs have retained attorneys experienced in class and complex litigation,
12 including complex litigation involving consumer fraud and standardized contracts
13 of adhesion;

14 (e) A class action is superior to other available methods for the fair and
15 efficient adjudication of the controversy, for at least the following reasons:

16 i. Absent a class action, class members as a practical matter will be
17 unable to obtain redress, Dish's violations of its legal obligations will continue
18 without remedy, additional customers will be harmed, and Dish will continue to
19 retain its ill-gotten gains;

20 ii. It would be a substantial hardship for individual class members to
21 prosecute individual actions;

22 iii. When the liability of Dish has been adjudicated, the Court will be
23 able to determine the claims of all members of the Class;

24 iv. A class action will permit an orderly and expeditious
25 administration of class claims, foster economies of time, effort, and expense and
26 ensure uniformity of decisions; and
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1 v. The lawsuit presents no difficulties that would impede its
2 management by the Court as a class action. For instance, Colorado law applies to
3 every class members' claims pursuant to Defendants' own Residential Customer
4 Agreement.

5 (f) Dish has acted on grounds generally applicable to class members, making
6 class-wide monetary and injunctive relief appropriate; and

7 (g) The prosecution of separate actions by individual members of the Class
8 would create a risk of incompatible standards of conduct for Dish and of
9 inconsistent or varying adjudications for all parties.

10 33. Dish's violations of law are applicable to all members of the Class, and
11 Plaintiffs are entitled to have Dish enjoined from engaging in unlawful conduct in
12 the future.

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14 **COUNT I**
15 **(Breach of Contract)**

16 34. Plaintiff repeats and realleges the allegations of the foregoing paragraphs
17 as if fully set forth herein.

18 35. Plaintiff formed a contract with Dish, accepting the offer that he would
19 not be charged a \$10 International Access fee if he subscribes to the local English-
20 speaking program in addition to the international programs.

21 36. Plaintiff has performed his obligations under the contract, making
22 payments as required.

23 37. Dish breached the contract by unilaterally raising the price of its
24 programming packages during the commitment period.

25 38. Dish's breach resulted in Plaintiff and similarly situated Dish customers
26 paying additional money through each customer's subscription period.

27 39. Defendants' breach of contract was a substantial factor in causing
28 Plaintiff's damage.

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COUNT II

(Violation of the Covenant of Good Faith and Fair Dealing)

40. Plaintiff repeats and realleges the allegations of the foregoing paragraphs as if fully set forth herein.

41. Colorado, like the majority of jurisdictions, recognizes that every contract contains an implied duty of good faith and fair dealing. C.R.S.A. § 4-1-304; Restatement (Second) of Contracts §205 cmt. a (1981)).

42. Good faith performance of a contract involves faithfulness to an agreed-upon common purpose and consistency with the justified expectations of the other party. The duty of good faith and fair dealing applies when one party has discretionary authority to determine certain terms of the contract, such as quantity, price or time.

43. If Dish has a contractual right to generate statements outlining the itemized charges according to terms that may be hidden in Dish's various contracts, then it must exercise that discretion reasonably and in good faith.

44. Plaintiffs reasonably expected that Dish would not include any charges in its statements that would be contrary to its offers and the terms of the parties' contracts.

45. Dish violated its covenant of good faith and fair dealing when it included an international access fee in its statements for subscribers who had also purchased local channels.

46. As a direct and proximate cause of Defendants' breach of the implied duty of good faith and fair dealing, Plaintiff and other similarly situated customers have suffered damages.

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COUNT III

(Declaratory Relief Pursuant To 28 U.S.C. § 2201)

47. Plaintiff repeats and realleges the allegations of the foregoing paragraphs as if fully set forth herein.

48. There is an actual controversy between Defendants and Plaintiffs concerning whether Dish may charge its customers who subscribe both to international and local channels, an International Access Fee.

49. Pursuant to 28 U.S.C. § 2201, this Court may “declare the rights and legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.”

50. Accordingly, Plaintiffs seek a declaration that Dish, consistent with its offers and contracts may not charge its customers an International Access Fee.

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COUNT IV

(Violation of Colorado Consumer Protection Act)

51. Plaintiff repeats and realleges the allegations of the foregoing paragraphs as if fully set forth herein.

52. At all times hereto, there was in full force and effect the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-105 et seq., (“the Act”).

53. Plaintiff and the Class, who subscribed to Dish’s services, are consumers within the meaning of the Act, given that Dish’s business activities involve trade or commerce, are addressed to the market generally and otherwise implicate consumer protection concerns.

54. The Act renders unlawful the use or employment of any deception including concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact in the conduct of any trade or commerce.

1 55. Dish acted deceptively towards Plaintiffs and Class, by, among other
2 things:

3 (a) advertising that subscribers to international programs would be charged a \$10
4 International Access Fee;

5 (b) advertising that subscribers who in addition to international programs subscribe
6 to local programs would not be charged a \$10 International Access Fee;

7 (c) charging all subscribers to international channels a \$10 International Access
8 Fee regardless of whether they also subscribed to local channels or not; and

9 (e) being informed by numerous customers of their deceptive and willful conduct,
10 but continuing to maintain the charges on customer statements.
11

12 56. This conduct constitutes consumer fraud within the meaning of the
13 consumer protection statute.

14 57. Dish's conduct significantly impacts the public.

15 58. Dish made its representations in the course of its business selling satellite
16 television programming.

17 59. Dish knowingly charged its customers an International Access Fee after
18 being informed several times its conduct was contrary to the terms of its
19 agreements as well as the terms advertised to the public.

20 60. Dish's advertisements on television, in print, and on the internet
21 regarding the prices for its international programming packages have the capacity
22 or tendency to attract customers. Each Plaintiff herein was attracted to Dish due to
23 those advertised prices and relied on those offered prices in subscribing for Dish
24 service. Plaintiffs would not have subscribed to Dish service had they known Dish
25 would include in their statements a \$10 International Access Fee.
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27 61. Plaintiffs and the Class suffered injury as a result of Defendants'
28 conduct. Since the inception of the International Access Fee, Plaintiffs and each

1 similarly situated Dish customer paid rates for satellite service in excess of the
2 rates that Dish advertised and contracted for.

3 62. As a direct and proximate result of the above-described conduct,
4 Plaintiffs and the Class have been damaged.

5 **COUNT V**
6 **(Unjust Enrichment)**

7 63. Plaintiff repeats and realleges the allegations of the foregoing paragraphs
8 as if fully set forth herein.

9 64. At Plaintiff's expense, Dish received a benefit for which it would be
10 unjust to retain without repaying.

11 65. Dish has been enriched by its unfair and fraudulent acts and omissions,
12 which emanate from the State of Colorado, where Dish resides.

13 66. Dish's unfair and fraudulent acts and omissions allowed it to unlawfully
14 receive money that it would not have obtained but for its acts and omissions.

15 67. Plaintiff and the Class subscribed to Dish satellite television service, and
16 have paid more for Dish's programming than the price agreed upon by the parties.
17 Dish is thus enriched by the profits gained by this overcharge.

18 68. Dish lacks any legal justification for having engaged in a course of
19 fraudulent acts and omissions as alleged herein at the expense of Plaintiffs and the
20 Class.

21 69. No other remedy at law can adequately compensate Plaintiffs and the
22 Class for the damages occasioned by Dish's conscious choice to engage in a course
23 of fraudulent acts and omissions.
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COUNT VI

(Unfair Competition)

(UCL, Cal. Bus. & Prof. Code § 17200 et seq.)

70. Plaintiff repeats and realleges the allegations of the foregoing paragraphs as if fully set forth herein.

71. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200 et seq., provides that "unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200 et seq. These definitions of unfair competition operate separately from each other; so for example, an "unlawful" practice is forbidden even if it is not "unfair." See *Knevelbaard v. Kraft Foods, Inc.*, 232 F.3d 979, 994 (9th Cir. 2001); *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal.4th 163, 180, 83 Cal. Rptr. 548, 560-561, 973 P.2d 527 (1999).

72. "The UCL imposes strict liability. It is not necessary to show that the defendant intended to injure anyone." *Community Assisting Recovery, Inc. v. Aegis Ins. Co.*, 92 Cal. App. 4th 886, 891; 112 Cal. Rptr. 2d 304, 308 (2001). Moreover, the UCL is given a broad reading to effect its purpose. See *Isuzu Motors Ltd. v. Consumers Union of U.S., Inc.*, 12 F. Supp. 2d 1035, 1048 (C.D. Cal. 1988); see also *Committee on Children's Television v. General Foods Corp.*, 35 Cal.3d 197, 210; 197 Cal. Rptr. 783, 790-791, 673 P.2d 660 (1983). An unfair business practice can violate the UCL even though it does not effect more than a single victim and involves only a one-time act. See *Allied Grape Growers v. Bronco Wine Co.*, 203 Cal. App. 3d 432, 453; 249 Cal. Rptr. 872, 884 (1988); *Podolsky v. First Healthcare Corp.*, 50 Cal. App.4th 632, 653-654, 58 Cal. Rptr. 2d 89 (1996).

73. The UCL also provides for those injured or deceived by unfair practices to seek an action independent of a statutory claim upon which it may be based. See *Stop Youth Addiction, Inc. v. Lucky Stores, Inc.*, 17 Cal.4th 553, 572-

1 573, 71 Cal. Rptr. 2d 731, 950 P.2d 1086 (1998). The UCL makes clear that the
2 law expressly reaches past, and even discontinued, acts. Cal. Bus. & Prof. Code §
3 17203 (“any person who engages, has engaged, or proposes to engage in unfair
4 competition....”).

5 74. Violating statutes, such as FEHA or the ADA , for example, as well as
6 public policy, is also actionable as unfair competition. *See Bureerong v. Uvawas*,
7 922 F. Supp. 1450, 1477 (C.D. Cal. 1996); *see also Southwest Marine, Inc. v.*
8 *Triple A Machine Ship, Inc.*, 720 F. Supp. 805 (N.D. Cal. 1989).

9 75. Remedies under the UCL are cumulative to remedies available under
10 other laws, and as section 17203 indicates, have an independent purpose-
11 deterrence of and restitution for unfair business practices. *Cortez v. Purolator Air*,
12 23 Cal. 4th 163, 178-179, 96 Cal. Rptr .2d 518, 999 P.2d 706 (2000). For example,
13 the UCL reaches illegally withheld wages that are the property of the employee.
14 *See Cortez*, 23 Cal. 4th at 178.

15 76. Cal. Business & Professions Code § 17204 provides for a private
16 cause of action in stating that “Actions for any relief pursuant to this chapter shall
17 be prosecuted exclusively in a court of competent jurisdiction by . . . any person
18 who has suffered injury in fact and has lost money or property as a result of such
19 unfair competition.” Accordingly, Plaintiff may proceed in this Court on his UCL
20 cause of action on an individual basis as he has suffered injury as a result of
21 Defendant’s conduct in overcharging him as well as other violations of federal as
22 well as California and Colorado law.

23 77. Business & Professions Code § 17203 provides the court with
24 available remedies in stating that “[a]ny person who engages, has engaged, or
25 proposes to engage in unfair competition may be enjoined in any court of
26 competent jurisdiction. The court may make such orders or judgments ... as may be
27 necessary to restore to any person in interest any money or property ... which may
28 have been acquired by means of such unfair competition.”

1 78. Defendant has wrongfully retained monies belonging to Plaintiff and
2 all other similarly situated class members.

3 79. Defendant's conduct as alleged herein has been and continues to be
4 unfair, unlawful and/or fraudulent business acts or practices which the meaning of
5 the Act, and have created injury and harm to Plaintiff, those similarly situated, as
6 well as the general public. Plaintiff seeks to enforce important rights affecting the
7 public interest within the meaning of Cal. Code Civ. P. § 1021.5.

8 80. Unless restrained by this Court, Dish will continue to engage in the
9 unlawful and/or unfair conduct alleged herein. Pursuant to Bus. & Prof. Code,
10 Plaintiff seeks that this Court make such order(s) or judgment, to enjoin such
11 conduct and to prevent the use by Dish of any unlawful, unfair or deceptive
12 practice, and for such other relief as stated below.

13 81. Unless restrained by this Court, Defendant will continue to engage in
14 the unlawful and/or unfair conduct alleged herein. Pursuant to Bus. & Prof. Code,
15 Plaintiff seeks that this Court make such order(s) or judgment, to enjoin such
16 conduct and to prevent the use by Defendant of any unlawful, unfair or deceptive
17 practice, and/or disgorgement of profits which may be necessary to restore Plaintiff
18 and all other similarly situated class members money Dish has unlawfully failed to
19 pay.

20 **COUNT VII**

21 **(Fraud)**

22 82. Plaintiff repeats and realleges the allegations of the foregoing
23 paragraphs as if fully set forth herein.

24 83. Dish represented to Plaintiff and all others similarly situated that
25 customers who subscribed to both international and local channels would not be
26 charged an International Access Fee.
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1 84. Dish's representation was false in that Dish charged all who
2 subscribed to international channels an International Access Fee regardless of
3 whether they subscribed to local channels or not.

4 85. Dish knew the representation was false when it made it.

5 86. Dish intended that Plaintiff and all other class members rely on its
6 false representation.

7 87. Plaintiff and all other similarly situated reasonably relied on Dish's
8 representation when they subscribed to Dish's program and continued their
9 subscription.

10 88. Plaintiff and all others were harmed.

11 89. Plaintiff and all others' reliance on Dish's representation was a
12 substantial factor in causing them harm.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs individually and on behalf of the Class of persons
15 defined herein, pray for an Order providing as follows:

16 A. Finding that this action satisfies the prerequisites for maintenance as a
17 class action set forth in Fed. R. Civ. P. 23(a), (b)(2) and (b)(3), and certifying the
18 Class defined herein pursuant to Rule 23(b)(2) and Rule 23(b)(3);

19 B. Designating Plaintiffs as representatives of the Class and undersigned
20 counsel as Class counsel;

21 C. Entering judgment in favor of Plaintiffs and the Class and against
22 Defendants;

23 D. Granting the relief sought herein and awarding Plaintiffs and Class
24 members their individual damages, restitution, rescission, contract reformation,
25 declaratory relief, punitive damages, attorneys' fees and costs, including interest
26 thereon, as allowed by law; and
27
28

1 E. Granting all such further and other relief as the Court deems just and
2 appropriate.

3 Respectfully Submitted,

4 DATED: September 7, 2012

JOSEPH FARZAM LAW FIRM

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7
8 BY: Joseph S. Farzam, Esq.
9 Attorneys for Plaintiff,
10 DAVID MELAMED
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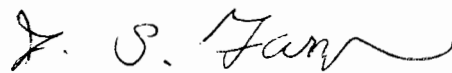
JURY TRIAL DEMANDED

Plaintiff demands trial by jury of all issues so triable.

Respectfully submitted,

DATED: September 7, 2012

JOSEPH FARZAM LAW FIRM



BY: Joseph S. Farzam, Esq.
Attorneys for Plaintiff,
DAVID MELAMED

Residential Customer Agreement

Thank you for choosing DISH Network[®].

To view this Residential Customer Agreement in Spanish, please visit dish.com or call us at 800-333-DISH (3474) and we will send you a copy. *Para ver este acuerdo en español por favor visite dish.com o llame al 888-599-DISH (3474) y le enviaremos una copia.*

DISH Network is happy to answer any questions you may have (including questions regarding billing, installation, equipment and service) and to provide you with technical and other customer support. You may contact us 24 hours a day, any day of the year:

Phone: 800-333-DISH (3474)

E-mail: care@dish.com

Mail: DISH NETWORK CUSTOMER SERVICE CENTER
P.O. BOX 9033
LITTLETON, CO 80160

Website: dish.com

For purposes of this Residential Customer Agreement (the “Agreement”) and any customer agreement(s) applicable to the package plans(s) under which you are receiving Services and/or equipment from DISH Network (each, a “Package Plan Agreement”): (i) “you” and “your” refer to you, the DISH Network subscriber; and (ii) “DISH Network,” “DISH,” “we,” “us” or “our” refer to DISH Network L.L.C. (formerly known as EchoStar Satellite L.L.C.) or, where applicable under the particular circumstances, third-party billing agents.

“DISH Network” is a registered trademark of DISH Network L.L.C.

THIS AGREEMENT, TOGETHER WITH ANY APPLICABLE PACKAGE PLAN AGREEMENT, SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH DISH NETWORK WILL PROVIDE ITS SERVICES AND EQUIPMENT TO YOU. THIS AGREEMENT IS EFFECTIVE UNTIL WE CHANGE OR REPLACE IT. IF YOU ARE A NEW DISH NETWORK CUSTOMER, YOUR ACTIVATION OF A DISH NETWORK ACCOUNT AND RECEIPT OF DISH NETWORK SERVICES OR EQUIPMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE AN EXISTING DISH NETWORK CUSTOMER, WE WILL NOTIFY YOU OF ANY CHANGES TO, OR REPLACEMENT OF, THIS AGREEMENT, AND YOUR CONTINUED RECEIPT OF DISH NETWORK SERVICES OR EQUIPMENT FOLLOWING RECEIPT OF SUCH NOTICE SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGED OR REPLACED AGREEMENT. IF YOU ARE AN EXISTING CUSTOMER AND DO NOT WISH TO ACCEPT ANY CHANGED OR REPLACED AGREEMENT, YOU MUST NOTIFY US IMMEDIATELY AND WE WILL, AT OUR OPTION, EITHER CANCEL YOUR SERVICE OR ALLOW YOU TO CONTINUE TO RECEIVE YOUR SERVICES UNDER THE PREVIOUS VERSION OF THIS AGREEMENT.

1. THE DISH NETWORK SERVICE

A. Services Defined. “Services” shall mean all video, audio, data, interactive and other programming services and all other services that are currently available from DISH Network (whether subscription, pay-per-view or otherwise) and that we may provide to customers in the future.

B. Minimum Programming Levels. If your applicable Package Plan Agreement specifies required minimum programming, you must subscribe to such programming. Otherwise, you must subscribe to one or more of the following programming packages: Welcome Pack, Latino Welcome, DISH America or a higher version of such packages; a qualifying International package plus one of the following: International Basic Package, Chinese Basic Package, or a previously listed package. We may change such minimum programming requirements at any time. For select customers based on when activation of service occurred, an International Service Access Fee (as detailed in Exhibit 1) may apply. If

you subscribe to Racetrack TV, but do not subscribe to applicable minimum programming a Service Access Fee (as detailed in Exhibit 1) may apply.

C. Programming Availability. Certain Services, including without limitation, some subscription Services, sporting events and broadcast network Services, may be blacked out in your viewing area; if you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. If the location at which you are receiving Services is a wagering location, you are not eligible to receive certain channels, including without limitation, Racetrack TV. You must be at least 18 years of age, or the applicable age of majority where you reside, to order or receive adult-oriented programming services.

D. Changing Your Programming Selection. Unless otherwise specified in this Agreement or any applicable Package Plan Agreement(s), you may change your programming selection at any time by notifying us. A Programming Change Fee (as detailed in Exhibit 1) may apply to such programming changes, unless you are receiving Services and/or Equipment (as defined in Section 4(A)) pursuant to a Package Plan Agreement that requires you to pay in full for all Services and/or Equipment prior to receiving such Services and/or Equipment (a "Pre-Pay Promotion").

E. Multi-Month Subscriptions. For multi-month subscriptions, you may downgrade your Services only when you renew. You may not downgrade your Services during the term of a multi-month subscription.

F. Ordering Pay-Per-View. You may use your remote control and on-screen program guide to order pay-per-view Services through your television if your DISH Network receiver is connected to a land-based telephone line and/or a broadband home network. You may also order DISH Network pay-per-view Services by calling 877-DISH-PPV (3474-778) and using our automated system, or by visiting dish.com/orderppv, or by speaking with a live operator at one of our customer service centers (an Agent Assist Fee will apply as detailed in Exhibit 1). Pre-Pay Promotion customers may only order pay-per-view Services by calling 877-DISH-PPV (3474-778).

G. Accessing the Internet Through Your Receiver. Some of our receivers can be used to access websites and information on the Internet. DISH Network does not have any control over such websites and information, and we do not make any representations, warranties or guarantees as to the availability or content of such websites and information, including without limitation: (i) the accuracy, availability, sequence, completeness, timeliness, copyright compliance, legality, content, validity, or quality of any such websites or information; or (ii) whether using the software contained in such receivers may result in accessing unintended, inappropriate or objectionable content. We may change, limit, suspend, disable and/or remove your ability to access the Internet using your receiver at any time without notice. We may also limit or restrict the websites and information that you may access on the Internet using your receiver at any time without notice.

H. Private Home Viewing Only. DISH Network provides Services to you solely for viewing, use and enjoyment in your private home. You agree that no Services provided to you will be viewed in any areas open to the public, commercial establishments or other residential locations. Services may not be rebroadcast or performed, and admission may not be charged for listening to or viewing any Services. If your Services are viewed in an area open to the public, a commercial establishment or another residential location, we may disconnect your Services and, in addition to all other applicable fees, you must pay us the difference between the price actually paid for Services and the full applicable rate for such Services, regardless of whether we have the right to distribute such Services in such other location.

I. Changes in Services Offered. We may add, delete, rearrange and/or change any and all programming, programming packages and other Services that we offer, as well as the prices and fees related to such programming, programming packages and Services, at any time, including without limitation, during any term commitment period to which you have agreed. If a change affects you, we will notify you of such change and its effective date. In the event that we delete, rearrange or change any programming, programming packages or other Services, we have no obligation to replace or supplement such programming, programming packages or other Services. You are not entitled to any refund because of a deletion, rearrangement or change of any programming, programming packages or other Services.

J. Promotional Offers and Items. If a third party, such as an independent DISH Network retailer, integrator or private cable operator, offered you a promotional offer or item in connection with your subscription to the Services, such third party is wholly responsible for fulfilling such promotional offer or providing such promotional item, and DISH Network is not in any way responsible for such fulfillment unless the promotional offer or item was offered with DISH Network's prior authorization, approval, permission or knowledge.

2. BILLING POLICIES; PAYMENTS FOR SERVICES; FEES

A. Payments. You agree to pay all amounts billed for Services, as well as all taxes, fees and other charges, if any, that are now or may in the future be assessed in connection with any Services you receive from us, and any other charges due and owing to us. State and local taxes or reimbursement charges for gross earnings taxes imposed on satellite providers for transmission of programming in some states may apply. Unless you prepay for a multi-month subscription to Services or prepay for all Services as required by your participation in a Pre-Pay Promotion, we will bill you monthly in advance for most Services and in arrears for other Services such as pay-per-view ordered by you or anyone who uses your Equipment, whether with or without your permission, until you cancel your Services. Multi-month subscription customers and Pre-Pay Promotion customers will be billed based on your pre-pay period (multi-month subscriptions) or monthly (Pre-Pay Promotion customers), and must make all payments in advance of the due date on your bill in order to continue receiving your Services; you must also pre-pay for all other Services, such as pay-per-view, ordered by you or anyone who uses your Equipment, whether with or without your permission.

B. Billing Policies. Your bills will show the total amount due, the payment due date, payments, credits, purchases and other charges to your account. You may submit your payment by mail, on our website, through our AutoPay program, by calling a DISH Network customer service representative, or by any other means that we designate. Partial payments will be applied first to the oldest outstanding bill. You must make your payment regardless of whether you receive a bill. We do not assume the risk of undelivered mail. If you send checks or money orders marked with a designation such as "payment in full," we can accept them without waiving any of our rights, including without limitation, our rights to collect any other amounts owed by you, notwithstanding your characterization of such payment. DISH Network does not extend credit to our customers, and the Late Payment Fee (as detailed in Exhibit 1) is not interest, a credit service charge or a finance charge. Certain fees and charges may apply in certain circumstances to your payment for the Services, including without limitation, those expressly set forth in Exhibit 1 attached hereto and incorporated herein by reference.

C. AutoPay and Paperless Billing. If you accept a promotion that requires you to sign up for and maintain AutoPay and/or Paperless Billing and later discontinue AutoPay and/or Paperless Billing, then you may no longer be eligible for that promotion and you may lose the promotional price.

D. Alterations to Payment Terms. If you paid for a monthly subscription (other than a Pre-Pay Promotion) and your account is past due on more than one occasion, we may require that you pay for all Services and Equipment before you receive them and you will be deemed to be receiving your Service under a Pre-Pay Promotion, at which point, all terms and conditions of such Pre-Pay Promotion will apply to you. If you paid for a multi-month subscription to any Services and your account is past due for any amount, we may convert your multi-month subscription to a monthly subscription, and we will first apply the amount you paid for your multi-month subscription to any past due amounts and then to any obligations you incur in the future.

E. Restarting your Services. If you do not pay your bill in full by its due date, or you at any time otherwise fail, neglect or refuse to make timely payment for your Services, we may disconnect your Services, and in such event we will be wholly relieved from any and all of our duties and obligations under this Agreement. If your Services are disconnected for non-payment or any other reason, DISH Network may require that you pay, and you agree to pay, before we reconnect your Services, all past due charges, a deposit equal to a minimum of one month of service charges, and all outstanding balances accrued through the date of such disconnection. If your Services are disconnected for non-payment or any other reason, you will no longer be eligible, even if you pay to restart your Service, to receive any remaining credits or promotional pricing that you would have been eligible to receive had your Services not been disconnected. Unless required by applicable law, deposits will not be held segregated from other funds and will not earn or accrue interest. Promotional pricing is valid only at the time of installation.

F. Attorneys' Fees/Collections. If we use an attorney or a collection agency to collect any money you owe us or to assert any other right that we may have against you, including without limitation, any breach of any agreement you may have with DISH Network or one of our affiliates, you agree to pay the reasonable costs of such collection or other action. These costs may include, without limitation, the costs of a collection agency, reasonable attorneys' fees and court costs. If you believe you have been billed in error or you would like to make any other requests for a billing statement credit, you must contact our customer service center by telephone or in writing within twenty (20) days after the date you receive the bill for which you are seeking correction. Failure to timely notify us of a dispute will constitute your acceptance of the

corresponding bill. You must pay undisputed portions of any billing statement before the next billing statement is issued or you must pay a Late Payment Fee. All payments for Services must be made directly by you to us, unless we authorize otherwise; for example, DISH Network shall have no obligation to provide Services for which payment is made by you to a third party or payment is made by a third party on your behalf.

G. Billing Agent Payments. Different or other payment and billing terms, conditions, options and fees may apply when billing is provided through a third-party billing agent, including without limitation, a local telephone company.

H. Early Termination Fees. Depending on your specific Package Plan Agreement, you may incur fees for disconnecting your service before the expiration of a commitment period or downgrading your programming below any applicable minimum programming requirement during a commitment period (each an "Early Termination Fee"). Please reference your Package Plan Agreement for details regarding any Early Termination Fee that may apply.

3. CANCELLATION OF SERVICE

A. Continuation of Services. Your subscription to Services will automatically renew until you cancel your Services or we otherwise disconnect your Services, in each case as provided herein or in any applicable Package Plan Agreement.

B. Cancellation Policies. You may cancel your Services for any reason at any time by notifying us at the phone number, e-mail address or mailing address set forth at the top of this Agreement. Please be aware that certain Package Plan Agreements have an optional or mandatory term commitment period and if you cancel your Services prior to the expiration of an applicable optional or mandatory term commitment period, certain early termination or cancellation fees may apply.

C. Disconnection of Services. In addition to all other rights that DISH Network may have to disconnect your Services, DISH Network may disconnect your Services if: (i) you fail to pay any bill in full when it is due; (ii) we receive confirmation that you have received Services, or any part of the Services, without paying for them; (iii) you otherwise violate the terms and conditions of this Agreement or any applicable Package Plan Agreement; (iv) you transfer, encumber or relocate any leased Equipment (unless you relocate such Equipment as part of a residential move into an area within which you can permissibly continue to receive such Services); (v) you assign or attempt to assign any of your rights, duties or obligations under this Agreement or any applicable Package Plan Agreement; (vi) you are receiving Services through a third-party billing agent and become ineligible to receive applicable services provided by such third-party billing agent; or (vii) you commence any act or filing of bankruptcy or bankruptcy proceedings are commenced against you.

D. No Credits. If your Services are cancelled or disconnected for any reason, you still must pay all outstanding balances accrued, including without limitation, any applicable fees. Except in certain limited circumstances, charges for Services, once charged to your account, are non-refundable, and no refunds or credits will be provided in connection with the cancellation of Services. If you received a discounted price due to a promotion, and you cancel prior to any applicable expiration of that promotion, you are not entitled to any refund or credit for the unused portions of such discounted price. If you received a discounted price in exchange for your agreement to pay for your Services on a multi-month basis, and you cancel your Services prior to the expiration of your multi-month subscription, you are not entitled to any refund or credit for the unused portions of your multi-month subscription.

4. EQUIPMENT

A. Equipment. In order to receive Services you must purchase or lease certain reception equipment consisting primarily of a DISH Network compatible satellite receiver(s) and applicable Smart Card(s), remote control(s), satellite antenna(s), and sometimes low noise block converter feed(s) (LNBF) with integrated feed(s) (collectively, "Equipment").

B. Additional Tuners and Receivers. We may choose to allow you to place additional receivers on your account. If we allow you to do so, each additional receiver will be authorized to receive the same Services as your initial receiver, subject to the limitations of your television equipment. All of your receivers must be located at the same residence and continuously connected to the same land-based telephone line and/or broadband home network. If you wish to receive Services at two different residential locations, you must open a separate account for each location, unless otherwise specifically authorized by DISH Network. You may not directly or indirectly use a single account for the purpose of

authorizing Services for multiple DISH Network receivers that are not all located in the same residential location and connected to the same land-based telephone line and/or broadband home network. If we later determine that you did, we may disconnect your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each DISH Network receiver on your account.

C. Smart Cards. Receiver(s) are equipped with a conditional access card ("Smart Card") inserted into a slot or otherwise installed in such receiver. Not all receivers with a Smart Card slot require a Smart Card for proper authorization. Smart Cards remain the property of DISH Network at all times and must be returned to us upon our request. Smart Cards are not transferable. Your Smart Card will only work in the DISH Network receiver to which it was assigned by DISH Network. If you report to our customer service center that your Smart Card has been lost, damaged, defective or stolen, we will replace it, unless there is evidence of unauthorized tampering or modification, and a Smart Card Replacement Fee will apply. In addition, in order to minimize downtime for your Equipment, DISH Network will, upon your request, deliver a replacement Smart Card to you via overnight delivery, in which case an Overnight Delivery Fee will apply.

D. DVR. DISH Network's digital video recorder ("DVR") products allow you to record programming in digital format. Total available recording time varies depending on your receiver and the nature of the programs being recorded. DISH Network does not guarantee access to or recording of any particular programming or that any such programming will not be deleted from your DVR product. Most programming 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 as permitted by the "fair use" provisions of the U.S. copyright laws).

E. Telephone/Broadband Connection. To optimize the operation of your Equipment, you must continuously connect each DISH Network receiver on your account to the same land-based telephone line and/or a broadband home network. Failure to connect each receiver to the same land-based telephone line and/or a broadband network may result in interruption or disconnection of Services. We may charge you a TV2 Receiver Connection Fee for each dual tuner receiver that is not connected to the same land based telephone line and/or a broadband network (as detailed in Exhibit 1).

F. Receiver Alterations. DISH Network may, through periodic downloads, alter the software, features and/or functionality in your DISH Network receivers; provide data and content to DVR products; store and remove data and content on the hard drives of DVR products; and send electronic counter-measures to your DISH Network receivers. DISH Network will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to your Services, but shall have no liability to you for any interruptions in Services arising out of or related to such downloads. DISH Network may from time to time cease supporting one or more DISH Network receiver models.

G. Proprietary Components and Software. DISH Network receivers and Smart Cards contain components and software that are proprietary to DISH Network and its licensors. You agree that you will not try to reverse-engineer, decompile or disassemble, nor will you tamper with or modify, any software or hardware contained within any receiver or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of your Services and/or legal action.

H. Software License. You are licensed to use the software provided in your DISH Network receiver(s), as updated by DISH Network, its licensors and/or its suppliers from time to time, solely in executable code form, solely in conjunction with lawful operation of the DISH Network receiver(s) that you purchased or leased, and solely for the purposes permitted under this Agreement. You may not copy, modify or transfer any software provided in your DISH Network receiver(s), or any copy of such software, in whole or in part. You may not reverse engineer, disassemble, decompile or translate such software, or otherwise attempt to derive its source code, except to the extent allowed under any applicable laws. You may not rent, lease, load, resell for profit or distribute any software provided in your DISH Network receiver(s), or any part thereof. Such software is licensed, not sold, to you for use only under the terms and conditions of this license, and DISH Network, its licensors and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license does not grant to you any intellectual property rights in the software provided in your DISH Network receiver(s). Any attempt to transfer any of the rights, duties or obligations of this license is null and void. If you breach any term or condition of this license, this license will automatically terminate.

I. Stolen Equipment. If any of your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our customer service center by telephone or in writing immediately, but in any event not later than three (3) business days after such removal, to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

5. LEASED EQUIPMENT

A. Lease Terms. We may choose to lease certain Equipment to subscribers. Unless otherwise specified in an applicable Package Plan Agreement(s), such Equipment (including without limitation, the LNBFs, but not the satellite antenna), shall at all times remain the sole and exclusive property of DISH Network, and we may provide or replace leased Equipment with new or reconditioned Equipment at any time, and upon cancellation or disconnection of your Services, remove or require the return of such Equipment. No leased Equipment provided to you by DISH Network shall be deemed fixtures or part of your real property. We may make such filings and recordings that we may consider necessary to evidence our ownership rights in such Equipment, and you agree to execute any and all documents that we may consider necessary for us to make such filings. Our ownership of such Equipment may be displayed by notice contained on it. You have no right at any time to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with such Equipment, or to tamper with or alter any notice of our ownership on such Equipment. Any reinstallation, return, or change in the location of such Equipment must be performed by DISH Network at our then-current service rates. You shall not attach any electrical or other devices to, or in any way alter, any such Equipment without our prior written consent. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that such Equipment be covered by your homeowners, renters or other insurance policy.

B. Return of Leased Equipment. It is your responsibility to return all leased Equipment within thirty (30) days following cancellation or disconnection of your Services. You must call 800-333-DISH (3474) to receive a return authorization number and instructions regarding acceptable methods for returning the Equipment. Options to return your Equipment include, but are not limited to, the use of a shipping label and empty box provided by DISH Network by paying a Box Return Fee (as detailed in Exhibit 1) (which price is subject to change at any time) or scheduling a DISH Network in-home service call to remove the Equipment by paying a Service Call Fee (as detailed in Exhibit 1) charge (which price is subject to change at any time). Equipment will not be deemed returned until received by DISH Network. If you do not return such Equipment undamaged and in working order, normal wear and tear excepted, and in accordance with the procedures set forth herein, then you are responsible and must pay us certain charges as described in the Package Plan Agreement.

C. Defects and Damages. You must notify us immediately of any defect in, damage to, or accident involving your leased Equipment. All maintenance and repair of such Equipment must be performed by us or our designee(s). DISH Network may charge you for any repairs that are necessitated by any damage to, or misuse of, such Equipment.

6. TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT

You may not assign or transfer your Services without our written consent, which will not be unreasonably withheld. Provided however, if you lease Equipment or your account has an outstanding balance, then the withholding of consent to assign or transfer your Services shall not be deemed unreasonable.

7. LIMITATION OF OUR LIABILITY

A. INTERRUPTIONS AND DELAYS. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY INTERRUPTION IN ANY SERVICE OR FOR ANY DELAY OR FAILURE TO PERFORM, INCLUDING WITHOUT LIMITATION: IF SUCH INTERRUPTION, DELAY OR FAILURE TO PERFORM ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF DISH NETWORK'S ACCESS TO ALL OR ANY PORTION OF SERVICES; THE RELOCATION OF ALL OR ANY PORTION OF THE SERVICES TO DIFFERENT SATELLITE(S); A CHANGE IN THE FEATURES AVAILABLE WITH YOUR EQUIPMENT; ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US; OR ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

B. ALTERATIONS TO EQUIPMENT. NONE OF DISH NETWORK, ECHOSTAR OR OUR THIRD-PARTY BILLING AGENTS, OR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY ALTERATION TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, REMOVING OR DISABLING FEATURES (SUCH AS THE ABILITY TO ACCESS THE INTERNET VIA A RECEIVER).

C. LOSS OF RECORDED MATERIAL. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES WILL BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING, INCLUDING WITHOUT LIMITATION, ANY LOSS OR PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT.

D. NO WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY APPLICABLE STATE LAW, NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, MAKE ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING YOUR DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

E. CONTENT RESTRICTIONS. IT IS YOUR RESPONSIBILITY TO IMPOSE ANY PROGRAMMING, INTERNET OR OTHER CONTENT RESTRICTIONS ON YOURSELF, MEMBERS OF YOUR FAMILY AND HOUSEHOLD, AND GUESTS, AS YOU DEEM APPROPRIATE. NONE OF DISH NETWORK, ECHOSTAR, OUR THIRD-PARTY BILLING AGENTS, OR OUR AND THEIR AFFILIATES SHALL HAVE ANY LIABILITY TO ANYONE DUE TO, OR BASED UPON, ANY CONTENT (INCLUDING WITHOUT LIMITATION, ANY INACCURACIES, ERRORS IN OR OMISSIONS FROM SUCH CONTENT): (i) CONTAINED IN ANY OF THE SERVICES FURNISHED TO YOU; OR (ii) ACCESSED USING THE SERVICES OR EQUIPMENT FURNISHED TO YOU.

F. DAMAGES LIMITATION. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO: DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT; OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU; OR ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

8. LEGAL COMPLIANCE; PIRACY AND INFRINGEMENT; TRADEMARKS; PUBLIC RIGHTS OF WAY

A. Piracy. Receiving any portion of the Services without paying for them and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception or reception of any portion of the Services is a violation of various U.S. federal and state laws and of this Agreement. The penalties for violating such laws can include imprisonment and civil damage awards of up to \$110,000 per violation.

B. Infringement. Section 605(e)4 of Title 47 of the United States Code makes it a federal crime to modify Equipment to receive encrypted (scrambled) television programming without payment of required subscriptions. Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any person who procures Equipment that has been so modified is an accessory to that offense and may be punished in the same manner. Investigative authority for violations lies with the Federal Bureau of Investigation. The Equipment may incorporate copyright protection technology that is protected by U.S. patents and other intellectual property rights. Use of such copyright protection technology must be authorized by DISH Network or its suppliers or licensors, and is intended for home and other limited pay-per-view uses only, unless otherwise authorized by DISH Network or its suppliers or licensors. Reverse engineering or disassembly is prohibited.

9. GENERAL

A. Notice. Any notice required or permitted to be given by us under this Agreement may be provided via the mail, on your bill, as a bill insert, via broadcast on a television channel, through publication on the website set forth at the top of this Agreement, by telephone, or by any other reasonable means. If we send you notice by mail, on your bill or as a bill

insert, it will be considered given the day after it is deposited in the U.S. mail, addressed to you at your then-current billing address in our records. If we send you notice via broadcast on a television channel or through publication on the website set forth at the top of this Agreement, it will be considered given when first broadcast or published. If we send you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your then-current phone number in our records. Unless otherwise specified in this Agreement, any notice required or permitted to be given by you under this Agreement shall be in writing and shall be sent by first-class mail addressed to us at the mailing address set forth at the top of this Agreement, and shall be deemed given when received by us at such mailing address.

B. Physical Address/Change of Address. When setting up your DISH Network account, you must provide us with the physical address where your Equipment will be located and your Services will be provided. A post office box does not meet this requirement. You must give us immediate notice of any change of name, mailing address, telephone number, or physical address where your Equipment is located. You may do this by notifying our customer service center by telephone or in writing at the phone number, mailing address, or e-mail address set forth at the top of this Agreement.

C. Online Account Information. If you have an online account with us, you are responsible for maintaining the confidentiality of your account username and password and for all activities that occur under your account username and/or password. You must: (i) keep your account username and password confidential and not share them with anyone else; and (ii) immediately notify us of any unauthorized use of your password and/or account username or other breach of security.

D. Third-Party Billing Agents. We may enter into relationships with third parties to provide billing and other services on our behalf, in which case the terms and conditions of this Agreement shall apply to such third parties as applicable under the circumstances. Additional terms and conditions imposed by our third-party billing agents may apply. For example and without limitation: (i) late fees imposed by our third-party billing agents may be administered according to our third-party billing agent's billing procedures and applicable state tariffs and regulations; (ii) our third-party billing agents may require that you pay all past due charges for Services, a restart fee, and/or a prepayment before we reconnect your Services; and (iii) other services provided by our third-party billing agents, including without limitation, local telephone service, may need to be restored before DISH Network Services can be restored, and a restoral fee and/or deposit may be required to restore third-party billing agent services. Partial payments on third-party billing agent bills may be applied first to the balance due for other services billed on your third-party billing agent bill, including without limitation, local telephone service, according to the third-party billing agent's billing procedures and applicable state statutes and regulations. Please contact your third-party billing agent for details. Failure to pay all or any part of your third-party billing agent bill may result in disconnection of Services. If your account is assigned to a third-party billing agent we will provide you notice of such assignment.

E. Credit Checks. You authorize DISH Network to investigate your financial responsibility and creditworthiness, including without limitation, acquiring credit reports and histories, and to report any payment defaults to credit reporting agencies. Such credit checks may require you to provide DISH Network with your social security number. Under the Fair Credit Reporting Act, you have the right to notify DISH Network if you believe we have reported inaccurate information about your account to any credit reporting agency. Please include in any such notice the specific item of dispute and why you believe the information reported is in error.

F. Applicable Law. This Agreement, including without limitation, all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or related to this Agreement, the Services or the Equipment shall be governed by the laws and regulations of the State of Colorado without giving effect to its conflict of law provisions. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision will be considered modified to the minimum extent necessary to make such provision legal and no longer in conflict with such law or regulation, without affecting the validity of any other provisions.

G. Remedies Cumulative. The rights and remedies provided under this Agreement to DISH Network in case of your default or breach of this Agreement are cumulative and without prejudice to any other rights and remedies that DISH Network may have by reason of such default or breach at law, in equity, under contract or otherwise (all of which are expressly reserved).

H. Other. No salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change or override this Agreement. DISH Network may, however, change this Agreement at any time and will notify you if that occurs. The terms and conditions of this Agreement that either are expressly stated to survive or by their nature would logically be expected to survive its expiration or termination will continue thereafter. This Agreement is in addition to any other written agreement(s), if any, between you and DISH Network, including without limitation, any applicable Package Plan Agreement, and except as provided to the contrary herein, all such written agreements shall remain in full force and effect. Except as expressly set forth in this Agreement to the contrary, this Agreement replaces and supersedes any and all prior DISH Network Residential Customer Agreements in their entirety, and such prior DISH Network Residential Customer Agreements shall be of no further force or effect whatsoever. In the event of any ambiguity between this Agreement and any applicable Package Plan Agreement, DISH Network shall have the sole and exclusive authority to interpret and/or make a final determination concerning any issue arising from such ambiguity.

EXHIBIT 1 - FEES

In addition to any amounts due for your Services and any other amounts due under this Agreement or any applicable Package Plan Agreement, you agree to pay the fees listed in the table below ("Fees") if and when applicable. DISH may change these Fees, increase or decrease these Fees, or impose additional Fees at any time upon notice to you. Discounts on certain Fees may be available from time to time if you subscribe to certain programming packages and/or use certain Equipment. Additional Fees may apply for non-standard installations or if you upgrade your Equipment after installation. You may call 800-333-3474 to request an itemization of any cost that you will incur in order to purchase and/or lease or receive DISH Equipment and/or DISH Services.

Type of Fee	Amount	Description of When Fee Applies
Monthly Fees		
Additional Receiver Fee* (*In determining the Additional Receiver Fee amount, the receiver with the highest associated fee shall be deemed activated prior to all other receivers on your account.)	\$7.00	You have more than one (1) receiver on your account. Per additional high definition (HD) receiver.
	\$10.00	You have more than one (1) receiver on your account. Per additional DVR receiver.
	\$14.00	You have more than one (1) receiver on your account. Per additional Duo receiver.
	\$17.00	You have more than one (1) receiver on your account. Per additional DuoDVR or SlingLoaded receiver.
Receiver Fees	\$7.00	You have a Hopper 2000 receiver on your account.
	\$7.00	You have a Joey 1.0 receiver on your account.
Whole Home DVR Service Fee	\$4.00	You have a Whole Home DVR Hopper 2000 on your account.
DVR Service Fee	\$6.00	You purchase or lease a digital video recording receiver and you do not subscribe to a "with DVR" programming package. (If you have a HD Duo SlingLoaded DVR receiver on your account, a \$10.00 fee will also apply).
Protection Plan	\$7.00	You participate in the Protection Plan.
DISH Pause	\$5.00	You are eligible for and participate in DISH Pause.
Service Access Fee	\$6.00	You subscribe to Racetrack TV but do not subscribe to applicable required minimum programming.
International Service Access Fee	\$10.00	You do not subscribe to applicable required minimum programming.
TV2 Receiver Connection Fee	\$5.00	You purchase or lease a dual tuner receiver and it is not connected to a phone line and/or a broadband network.
DISH 500 Upgrade Fee	\$5.00	You receive Services in Alaska (AK) or Hawaii (HI).
Transactional Fees		
Agent Assist Fee	\$5.00	You order PPV or make a credit/debit card or Bank Account payment over the phone with an agent.
External Hard Drive Activation Fee	\$40.00	One-time fee charged if you have a ViP receiver and you choose to connect an external hard drive to that receiver.
Late Payment Fee	\$7.00	You do not pay your bill in full on or before its due date (unless you are receiving Services pursuant to a Pre-Pay Promotion).
Returned Payment Fee	\$10.00	You make an EFT or check payment to DISH Network and it is subsequently returned.
Shipping and Handling Fee	\$15.00	DISH Network delivers hardware to you via regular delivery. (A \$20.00 Extended Delivery Fee also applies to AK, HI, Puerto Rico, or Virgin Islands).
Overnight Delivery Fee	\$20.00	DISH Network delivers an item to you via overnight delivery (not available in Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands).
Box Return Fee	\$17.00	DISH Network delivers return boxes and labels to return leased equipment.
Smart Card Replacement Fee	\$50.00	We replace your Smart Card because it was lost, damaged, defective or stolen, as long as there is no evidence of tampering or modification.
Out of Warranty Receiver Replacement Fee	\$75.00	You need to replace or repair an out of warranty receiver.
Service Call Fee	\$95.00	We send a certified technician to you.
Programming Change Fee	\$5.00	You change your programming selection in 30 days or less from the same service being added (but not regarding adult programming).
	\$20.00	Changes to your programming selection include adult programming.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

DAVID MELAMED, on behalf of himself and those similarly situated

(b) County of Residence of First Listed Plaintiff Los Angeles
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
Joseph S. Farzam, Esq. JOSEPH FARZAM LAW FIRM
1875 Century Park East #1345, Los Angeles, CA 90067
TEL (310) 226-6890; FAX (310) 226-6891

DEFENDANTS

DISH NETWORK CORPORATION,
DISH NETWORK LLC, ECHOSTAR TECHNOLOGIES LLC,
and DOES 1 through 20 inclusive,
County of Residence of First Listed Defendant Arapahoe County, CO
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN

(Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §1332
Brief description of cause:
Breach of contract and implied covenant of good faith & fair dealing and violation of Colo. Rev. Stat §6-1-105 et seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 09/07/2012 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY
RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

CV12-7739

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Colorado

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ Date _____

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))