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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TINA WALTER, CHRISTOPHER BAYLESS,
and ERIC SCHUMACHER, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

HUGHES COMMUNICATIONS, INC. and
HUGHES NETWORK SYSTEMS, LLC,

Defendants.

CASE NO.: 09-CV-02136 SC

**SECOND CORRECTED [~~PROPOSED~~]
SETTLEMENT ORDER AND
JUDGMENT**

Judge: Honorable Samuel Conti
Courtroom: 1 – 17th Floor
Date: November 16, 2012
Time 10:00 a.m.

1 Plaintiffs, on behalf of themselves and the Settlement Class, having filed a motion
2 (“Motion”) for an order preliminarily approving the parties’ Second Amended and Restated
3 Stipulation of Settlement (the “Amended Settlement Agreement”); Defendants Hughes
4 Communications, Inc. and Hughes Network Systems, LLC (collectively, “Hughes”), having joined
5 in support of that Motion; said Motion having come for hearing before this Court; the Court having
6 entered its Order Granting Preliminary Approval of Class Action Settlement on March 2, 2012; the
7 Court having conducted a hearing regarding final approval of the Amended Settlement Agreement
8 on November 16, 2012 at 10:00 a.m., at which it considered any objections filed with or presented
9 to the Court and the parties’ responses thereto; the Court being fully advised and good cause
10 appearing, the Court enters its order granting final approval of the Amended Settlement Agreement,
11 and finds and orders as follows:

12 1. The Court has jurisdiction over the subject matter of this Action and all parties to this
13 Action, including all members of the Settlement Class.

14 2. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby
15 certifies, for purposes of effectuating this settlement, a Settlement Class consistent with that defined
16 in Sections 1.23 and 1.24 of the Settlement Agreement:

17 All persons and entities residing in the United States of America who, during any time
18 between May 15, 2005 and March 2, 2012, were subscribers to any one of the one of the
19 following satellite broadband internet service plans offered by Hughes: Hughes Home, Pro,
20 Pro Plus, Small Office, Business Internet, Elite, ElitePlus, ElitePremium, Basic, Power 150,
21 or Power 200 (together “Hughes Consumer Service Plans”). Excluded from this definition
22 are Hughes Communications, Inc. and Hughes Network Systems, LLC, and any wholesaler,
23 distributor, reseller, retailer, sales agent or dealer of Hughes’ products or services; all of
24 Hughes Communications, Inc.’s and Hughes Network Systems, LLC’s past and present
25 respective parents, subsidiaries, divisions, affiliates and persons and entities directly or
26 indirectly under its or their control in the past or in the present; Hughes Communications,
27 Inc.’s and Hughes Network Systems, LLC’s respective assignors, predecessors, successors
28 and assigns; and the past or present partners, shareholders, managers, members, directors,
officers, employees, agents, attorneys, insurers, accountants and representatives of any and
all of the foregoing, as well as any government entities. Also excluded from the Settlement
Class are those persons who timely and validly requested exclusion from the Settlement
Class, as set forth on Exhibit 1 attached hereto.

3. With respect to the Settlement Class, this Court finds, for purposes of effectuating
this settlement, that (a) the members of the Settlement Class are so numerous that joinder of all

1 Settlement Class Members in the class action is impracticable; (b) there are questions of law and
2 fact common to the Settlement Class which predominate over any individual questions; (c) the
3 claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) the Plaintiffs and
4 Plaintiffs' Counsel have fairly and adequately represented and protected the interests of all the
5 Settlement Class Members; and (e) a class action is superior to other available methods for the fair
6 and efficient adjudication of the controversy, considering: (i) the interests of the Settlement Class
7 Members in individually controlling the prosecution of the separate actions; (ii) the extent and
8 nature of any litigation concerning the controversy already commenced by members of the
9 Settlement Class; (iii) the desirability or undesirability of continuing the litigation of these claims in
10 this particular forum; and (iv) the difficulties likely to be encountered in the management of the
11 class action.

12 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds that the
13 Amended Settlement Agreement and the settlement set forth therein, are fair, reasonable, and
14 adequate, and are in the best interests of the Settlement Class, and are hereby approved and ordered
15 performed by all parties to the Amended Settlement Agreement.

16 5. The Court has determined that the notice given to the Settlement Class fully and
17 accurately informed the Settlement Class of all material elements of the proposed settlement and
18 constituted the best practicable notice to all members of the Settlement Class and fully meets the
19 requirements of Federal Rule of Civil Procedure 23, the requirements of due process, and any other
20 applicable law.

21 6. Immediately upon entry of this Settlement Order and Judgment, the Complaint in
22 this Action shall be dismissed in its entirety with prejudice. This dismissal shall be without costs to
23 any party, except as specifically provided in the Amended Settlement Agreement.

24 7. This Settlement Order and Judgment applies to all claims or causes of action settled
25 under the terms of the Amended Settlement Agreement, and shall be fully binding with respect to
26 all members of the Settlement Class who did not timely and properly request exclusion. The
27 persons who filed timely and valid requests for exclusion from the Settlement Action and who are
28 therefore not bound by this Settlement Order and Judgment are set forth in Exhibit 1 attached

1 hereto.

2 8. Effective as of the Final Order Date as defined in Paragraph 1.9 of the Amended
3 Settlement Agreement, the releases by the Settlement Class Members and by Hughes of the
4 Settlement Class Members, as specified in Sections 4.1 and 4.2 of the Amended Settlement
5 Agreement, shall be effectuated and given full weight, including all terms and provisions therein.

6 9. Representative Plaintiffs and all members of the Settlement Class who did not timely
7 and properly request exclusion are barred and permanently enjoined from asserting, instituting, or
8 prosecuting, either directly or indirectly, any claims settled under the terms of the Amended
9 Settlement Agreement to the extent provided in the Amended Settlement Agreement.

10 10. Without affecting the finality of this Settlement Order and Judgment in any way, the
11 Court retains jurisdiction over: (1) the implementation and enforcement of the Amended Settlement
12 Agreement until each and every act agreed to be performed by the parties to the Amended
13 Settlement Agreement shall have been performed; (2) any other action necessary to conclude this
14 settlement and to implement the Amended Settlement Agreement; and (3) the enforcement,
15 construction and interpretation of the Amended Settlement Agreement and any order entered
16 pursuant to the Amended Settlement Agreement.

17 11. This Settlement Order and Judgment does not constitute an expression by the Court
18 of any opinion, position or determination as to the merit or lack of merit of any of the claims and/or
19 defenses of the Representative Plaintiffs, the Settlement Class, or Hughes. Neither this Settlement
20 Order and Judgment, nor the Amended Settlement Agreement, nor the fact of settlement, nor the
21 settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as
22 an admission of any fault or omission by Hughes or be offered or received in evidence as an
23 admission, concession, presumption, or inference against Hughes for any purpose whatsoever other
24 than in such proceedings as may be necessary to consummate or enforce the Amended Settlement
25 Agreement.

26 12. Plaintiffs' Counsel are awarded costs, expenses, and attorneys' fees in the amount of
27 \$ 630,000.00 for their work in connection with the prosecution of this action to be paid by
28 Hughes as set forth in the Amended Settlement Agreement. This award shall be allocated among


1 Plaintiffs' Counsel as proposed in their motion for an award of costs, expenses, and attorneys' fees.

2 13. In the event that the settlement does not become effective in accordance with the
3 terms of the Amended Settlement Agreement, then this judgment shall be rendered null and void *ab*
4 *initio* to the extent provided by and in accordance with the Amended Settlement Agreement and
5 shall be vacated and, in such event, all orders entered and releases delivered in connection herewith
6 shall be null an void to the extent provided by and in accordance with the Amended Settlement
7 Agreement.

8 14. Incentive awards, to be paid by Hughes, in the sum of \$2,500.00 each for Mr.
9 Bayless, Ms. Walter, and Mr. Schumacher, are hereby approved.

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Dated: November 16, 2012



HON. SAMUEL CONTI
UNITED STATES DISTRICT JUDGE

EXHIBIT 1

**Exclusion Report
Exhibit E**

Claim ID	Last Name	First Name	State
10038471701	AUKOFER	JOHN	WA
10042919101	BADER	ROSEMARY	IA
10043550601	BAGGOTT	SHAUN	VA
10053292501	BANVILLE	JIM	GA
10058661201	BARNHART	DANNY	CO
10077532901	BELT	KENNETH	OK
10089854301	BILLINGS	DAVID	OR
10089854301	BILLINGS	DAVID	OR
10096375401	BLAKELY	FRANK	MO
10096830201	BLANCHARD	FRANK	AR
10101656601	BODENHAMER	DOYLE	AL
10108013001	BOOTHE	PATRICIA	LA
10113222001	BOWERS	BEN	AL
10114232801	BOWMAN	BOYD	MI
10119404301	BRADY	CHARLES	TX
10139319201	BROWN	ROLAND	AZ
10157321201	BUSBY	SUSAN	AL
10157613401	BUSH	DIANNE	MN
10165035801	CALHOUN	LAURA	AL
10165342601	CALL	SVETLANA	VA
10167408901	CAMPBELL	AARON	VA
10168731001	CAMPBELL	MELISSA	KY
10170199801	CANFIELD	DENNIS	MO
10179180001	CARRUTH	WADE	GA
10189748001	CHALGREN	ROBERT	MN
10206294801	CLARKE	GREGORY	NV
10207067201	CLAXTON	ROGER	AR
10208496801	CLEMENTS	JOHN	TX
10208776301	CLEMONS	JOHN	VA
10214254301	COGAN	DR STEPHEN L	NY
10231378701	COOPER	TERRI	WV
10240526801	COX	JAMES	TX
10262238301	DALTON	SHAWN	PA
10266485701	DAUGHHETEE	CLYDE	TX
10294684001	DIMITROFF	CRAIG	PA
10299754801	DOLES	JAMES	LA
10309638301	DRY	EDDIE	AR
10317546501	DURRENCE	BILLY	GA
10322541901	EBERSOLE	KEITH	IL
10322541901	EBERSOLE	KEITH	IL
10331740501	ELLIS	EDWIN	OH
10344654001	EVENSON	BILLIE JO	WI
10359328701	FILLER	JOHN	MD
10374237201	FOSTER	FLARA	CA
10384274301	FREY	ELLEN	IL
10400451401	GARRISON	MICHAEL	VA
10400452601	GARRISON	MICHAEL	VA
10403048301	GAUNTT	BOBBY	TX
10419971401	GOIP	LELA	WV

**Exclusion Report
Exhibit E**

Claim ID	Last Name	First Name	State
10435598001	GRIBEN	BETTY	OK
10440755401	GRICE	JOHN	NC
10460440201	HALL	THERES	OH
10461991001	HAMBLIN	SAUNDRA	MS
10473644601	HARNISH	BRAD	NY
10498792301	HENDRIX	MICHAEL	AR
10499189601	HENLEY	FELICIA	TN
10506833001	HETTER	DON	NM
10508505401	HICKS	ELIZABETH	VA
10523874001	HOLLAND	ALFRED	MI
10524249401	HOLLAND	LONNIE	IA
10524995601	HOLLICK	KRISTIE	MI
10529539501	HOOD	JOHN	IA
10536749701	HOWARD	DENISE	TX
10537338201	HOWARD	MARY	TN
10540122501	HUBBARD	MARY	AL
10544563001	HUGHES	MARJORIE	LA
10547124001	HUNDLEY	ELAINE	IL
10548254701	HUNT	SANDRA	WI
10586229001	JONES	ART	KY
10589538601	JONES	KEITH A	AZ
10607880001	KELLY	MICHAEL	MO
10620549301	KINKAID	ROD	TX
10628624901	KNOERNSCHILD	BRUCE	MO
10630275901	KOEBKE	CODY	MN
10630761701	KOERNER	JENNIFER	NC
10635794301	KRAUTH	NICOLE	CO
10637663901	KRUEGER	MEAGEN	NE
10638201901	KRUTHERS	JEFFREY	CA
10638201901	KRUTHERS	JEFFREY	CA
10638201901	KRUTHERS	JEFFREY	CA
10638201901	KRUTHERS	JEFFREY	CA
10638652901	KUCZAJ	VAL	VA
10645198401	LAMAR	PAUL	VA
10672407101	LEWIS	GRAHAM	MI
10673749101	LEWIS	SHELLEY	MN
10678895401	LINVILLE	MELVIN	GA
10682186601	LLOYD	NOLAN	VA
10717851501	MARTIN	ALAN	GA
10731995001	MAYER	GERRY	VA
10748019001	MCGHEE	KAREEN R	VA
10753387001	MCKINNY	JEFF & MONICA	IN
10754102601	MCLAUGHLIN	BRIAN	WI
10762585401	MEIER	CHUCK	WI
10765708901	MENZIES	LUCILLE	TX
10770287301	MEYERS JR	JB	TX
10773572601	MILEY	BRENT	MS
10778543201	MILLER	RANDAL	OH
10793705001	MOORE	DAVID	TX

**Exclusion Report
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Claim ID	Last Name	First Name	State
10804749001	MORSE	DIANE	FL
10811687601	MUDGE	KATHLEEN	NY
10820612901	MYERS JR	WALLACE	IN
10857293601	OTTO	TIM	GA
10869736801	PARRIS	RONDA ARLENE	MO
10894308201	PHILLIPS	LULA	AR
10895515101	PHIPPS	WILLIAM	AR
10895516301	PHIPPS	WILLIAM & FAITH	AR
10895531001	PHOEBUS	ERIC	PR
10895532101	PHOEBUS	ERIC	PR
10904081801	POEHLING	JANET	NE
10904678001	POKRANT	FREDERIC	TX
10915014401	PRESTON	SANDRA L	WA
10922406101	PURTTEMAN	LINDA	WA
10922407301	PURTTEMAN	LINDA	WA
10923914301	QUEEN	ANGELA	OH
10940329001	REED	VALERIE	SC
10949513501	RHODES	JERRI	TX
10973307101	ROGERS	CATHERINE	VA
10982196801	ROTH	HOWARD	NM
10987698201	RUMMEL	BETTY	CA
10990165401	RUSSELL	MARK	MS
11015021101	SCHROEDER	NINA	WI
11029566301	SHAFFER	RACHEL	FL
11034362101	SHELFER	JANICE	FL
11052791401	SKINNER	SUSAN	AR
11075826201	SOREK	CAS & LOTUS	MI
11091960901	STEF	DORIN	MI
11107138001	STRICKLAND	KAREN	FL
11111718501	SULLARD	SANDRA	KS
11111743401	SULLENS	WALTER	AL
11112655101	SULLIVAN	ROLAND	VA
11114252001	SUPPLY	RPM WATER	TX
11119210901	SWITZER	SUE	PA
11148369401	TOBEY	ROBERT	IN
11155431701	TRAWICK	JAMES	CA
11155470601	TRAXSON	JULIE	KS
11159421201	TRUNK	MICHAEL	WV
11168813901	URICH	ROBERT	OH
11171376601	VAN FLEET	SANDRA	KY
11173875101	VANG	JENNIFER	AR
11174883501	VANSANT	THOMAS	AL
11203773201	WATERS	MICHAEL	NC
11211311401	WEEKS	BARBARA	AL
11216899101	WENTWORTH	MIRANDA	KY
11217720701	WESOLOWSKI	JAMES	NY
11220410701	WETZELHILLMAN	MICHELE	CA
11224362901	WHITE	EVERETTE	TX
11233054001	WILEY	DENISE	SC

Exclusion Report
Exhibit E

Claim ID	Last Name	First Name	State
11250304401	WIMBERLY	WILLIAM	TX
11250512001	WINBURN	RUSSELL	AR
11271514001	YELSMA	CARON	TX
11272759101	YORK	RICHARD	TX
11277881101	ZAVALA	TONIE	TX