

MISSOURI CIRCUIT COURT  
TWENTY-SECOND JUDICIAL CIRCUIT  
ST. LOUIS CITY

MARIANO V. FORTUNA  
CLERK, CIRCUIT COURT OF ST. LOUIS

AMIR ALIBEGOVIC and )  
TANJA REDZONIC, on behalf of )  
themselves and all others similarly situated, )  
 )  
Plaintiffs, )  
 )  
v. ) Cause No. 032-00973  
 )  
DIRECTV, Inc., et al., ) Division No. 3  
 )  
Defendants. )

**ORDER FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Amir Alibegovic and Tanja Redzonic ("Plaintiffs") on behalf of the Settlement Class (as defined by the Settlement Agreement dated June 28, 2007) and DIRECTV, Inc., ("Defendant") having executed and submitted the Settlement Agreement to the Court; the Court having considered the pleadings and all submissions in connection with the proposed settlement ("Settlement Agreement"); the parties having stipulated to entry of this Order for Preliminary Approval of Class Action Settlement; and the Court having concluded that it has jurisdiction to adjudicate the issues raised and to provide relief therefore; and all defined terms used in this Order having the same meaning as set forth in the Settlement Agreement;

It is hereby ordered as follows:

**JURISDICTION**

1. This Court has jurisdiction over the subject matter and all parties to this action, including the Settlement Class as defined in Paragraph 2, below.

## PLAINTIFFS AND THE SETTLEMENT CLASS

2. The Court orders the preliminary approval of this litigation as a settlement class action and the approval of certification of the Settlement Class consisting of all persons in the United States of America who are current or former customers of DIRECTV and who, from and including January 1, 1999 through April 29, 2004, purchased DIRECTV satellite television equipment from Prime TV, LLC, applied to Prime TV, LLC for a rebate and were qualified for the rebate but were denied or failed to receive the rebate. Excluded from the Settlement Class are directors, officers, employees, and agents of DIRECTV and its affiliates, and governmental entities.

3. The Court orders the preliminary approval of the Settlement Agreement as being fair, reasonable, and adequate to the Settlement Class.

4. The Court orders the appointment of Ben Barnow and John S. Steward as Class Counsel and the appointment of Amir Alibegovic and Tanja Redzonic as Class Representatives. The Court preliminarily finds that all required elements of Rule 52.08 have been satisfied with respect to the Settlement Class. The Court preliminarily finds that the Settlement Class is so numerous that joinder is impracticable. The Court preliminarily finds that there are common questions of law and fact which predominate over any individual questions affecting the Settlement Class. The Court preliminarily finds that the named Plaintiffs are adequate representatives of the Settlement Class and that they and their counsel have and will adequately protect the interests of the Settlement Class. The Court preliminarily finds that the claims of the named plaintiffs are typical of the claims of the Settlement Class. The Court finds that treatment of this action as a class action, with the class defined as the Settlement Class, is appropriate and proper and satisfies the criteria set forth in Mo.Sup.Ct.R. 52.08. ("Rule 52.08")

5. The Court approves the class notice plan as set forth in the Settlement Agreement for publication, direct mailing, and posting on a website, and approves the long-form notice and the summary notice substantially in the form and content as Exhibit A and Exhibit B attached hereto. The Court finds that this is the best notice practicable to the Settlement Class under the circumstances and constitutes valid and sufficient notice to the Settlement Class, complying with due process and Rule 52.08.

6. The provisions of this Order for the Preliminary Approval of Class Action Settlement are entered into as a result of a compromise settlement of disputed claims and nothing contained herein shall be construed at anytime as an admission or finding, express or implied, of any fault, liability or wrongdoing by any party.

7. If approved, the Final Judgment and Order of Dismissal is intended to be *res judicata* and to prohibit and preclude any prior, concurrent, or subsequent litigation brought individually, or in the name of, and/or otherwise on behalf of any member of the Settlement Class against Defendant related to or arising out of the claims that were made or that could have been made regarding Defendant's practices related to equipment installation rebates for persons who purchased DIRECTV satellite television equipment through Prime TV, LLC.

8. Pursuant to the Settlement Agreement, the notice shall advise each member of the Settlement Class that if they wish to opt out of the Settlement Class, then they shall individually sign and submit a timely written notice of opt-out to the designated address and shall set forth: (1) the Class Member's full name; (2) address; (3) phone number; (4) the name and number of the Action (*Alibegovic, et al. v. DIRECTV, Inc., et al*, cause number 032-00973). The written notice of opt-out must clearly manifest an intent to be excluded from the Settlement Class. To be effective, written

notice must be postmarked no later than twenty days before the Final Fairness Hearing Date. In the event a Settlement Class member is not able to sign on his/her own behalf, signature by a duly authorized representative, documented under oath as such, along with a copy of the empowering documents, is authorized and shall be acceptable.

9. Further, pursuant to the Settlement Agreement, the notice shall advise each member of the Settlement Class that if they wish to object to the Settlement Agreement then said Settlement Class Members shall file their timely written objection, by no later than twenty days before the Final Fairness Hearing, with the Clerk of the Circuit Court, Circuit Court of the City of St. Louis, Missouri, Division 1, 10 North Tucker, St. Louis, MO 63101. The written objection must contain the caption of the case (*Alibegovic, et al. v. DIRECTV, Inc., et al*), the cause number (032-00973) and the division number (*Division 3*). Additionally, one copy of said written objection shall be served upon each of the following counsel: Class Counsel: Ben Barnow, Barnow and Associates, P.C., One North LaSalle Street, Suite 4600, Chicago, IL 60602; and Defendant's Counsel: Michael E. Williams, Quinn Emanuel Urquart Oliver & Hedges LLP, 865 S. Figueroa St., 10<sup>th</sup> Floor Los Angeles, CA 90017. The objection shall set forth the reasons for the Class Member's objection.


10. The objection must be signed by the Class Member, or the objector's duly authorized representative or attorney, and provide information identifying the objector as a Class Member (such as proof of purchase of DIRECTV equipment from Prime TV, LLC, proof of rebate submission during the Class Period, or, as stated below, an affidavit stating under oath to the best of the Class Member's knowledge and belief that the Class Member did not receive a rebate), the objector's address, the Class Member's reasons for the objection, all legal authority relied upon by the Class Member for the objection and whether the objector intends on appearing at the Final Fairness

Hearing. If proof of purchase and rebate submission is not available, an affidavit to that effect to the best of the Class Member's knowledge and belief and setting forth the fact of purchase of DIRECTV equipment from Prime TV, LLC during the Class Period and the approximate date of rebate submission and the fact that the Class Member did not receive the rebate must be included. The objection must be filed with the Clerk of the Circuit Court, Circuit Court of the City of St. Louis, Missouri, Division 3, 10 North Tucker, St. Louis, MO 63101, and copies served upon Class Counsel and Defendant's counsel no later than November 12, 2007.

11. The Settlement may be modified by the Court without further notice to the Settlement Class.

12. The Court sets the date for a Final Fairness Hearing as November 29, 2007, at 9:30 Am. in Division 3 of the Circuit Court of the City of St. Louis, Missouri. The Final Fairness Hearing may, from time-to-time and without further notice to the Settlement Class, be continued or adjourned by order of the Court.

**SO ORDERED:**

  
\_\_\_\_\_  
JOHN F. GARVEY, CIRCUIT JUDGE

6-28-07  
DATE