

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

If this Settlement is given final approval by the Court, under the proposed settlement the following will occur:

A. DirectSat will make available up to Five Hundred Five Thousand Dollars (\$505,000) to settle the claims. A Claims Administrator has been appointed by the Court to administer the settlement. The Claims Administrator will pay from the \$505,000: 1. costs of litigation up to the amount of \$205,000; 2. expenses of administering the claims up to \$7,500; 3. attorneys' fees up to \$151,500; 4. an enhancement to the five technician Plaintiffs for their work on the case up to \$3,000 each; and 5. the amount of the settlement allocated as the employer's share of payroll taxes. The remainder will be available to make individual settlement payments to class members.

B. Payments to the settlement class will be made on a "claims made" basis. Only those class members who submit a timely claim form will be eligible to receive any payment from the settlement. Your share of the settlement will be based on the number of days you worked as a technician providing satellite installation services pursuant to work orders generated by DirectSat and designated as DC Connection work orders during the Class Period. The amount of money you will receive will be based on the size of your share in comparison to the size of all class members' shares combined.

C. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release DirectSat, its parents, subsidiaries and affiliated corporations, directors, officers, employees, shareholders, and agents ("Releasees"), from any and all claims, losses, liabilities, and causes of action, arising out of or in connection with the claims asserted in the lawsuit against DirectSat ("Released Claims") and you will be barred from prosecuting any and all Released Claims against Releasees.

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the \$505,000 settlement by merely signing the attached Claim Form and returning it* by mail, e-mail, fax or personally delivering it to the Claims Administrator: CPT Group: 16630 Aston, Irvine, CA 92606; Fax: (949) 419-3446; E-mail: RizkVDirectSat@cptgroup.com. Your Claim Form must be postmarked or received by the Claims Administrator no later than **June 15, 2012** (60 days after mailing of this Notice) to be valid. Should you have any questions regarding your Claim Form, simply contact the Claims Administrator toll free at: (888) 877-0562. Settlement awards will be paid by check after the settlement is given final approval. The checks will be mailed to you by the Claims Administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the mailing, and thereafter will become void; or

B. *You may accept your share of the \$505,000 settlement but contest the number of your workdays in the attached Claim Form.* If you do not agree with the number of workdays referenced in your Claim Form that you worked as a technician providing satellite installation services pursuant to work orders generated by DirectSat and designated as DC Connection work orders during the Class Period, you should fill out the attached Claim Form and return it to the Claims Administrator by mail, e-mail, fax or personally delivery as noted above. You should write down all dates that you worked as a technician providing satellite installation services pursuant to work orders generated by DirectSat and designated as DC Connection work orders during the Class Period. You should send any documents that you have (such as paystubs, work orders, Daily Completion Forms, Daily Invoices) to the Claims Administrator. The Claims Administrator will read the documents both you and counsel have and make the final determination of the number of workdays you provided satellite installation services pursuant to work orders generated by DirectSat and designated as DC Connection work orders during the Class Period. Your Claim Form must be postmarked or received by the Claims Administrator no later than **June 15, 2012** (60 days after mailing of this Notice) to be valid; or

C. You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and will not be bound by the settlement. If you choose to be excluded, you must send, by **May 16, 2012** (30 days after mailing of this Notice) a written request by mail to the Claims Administrator: CPT Group, Inc.: 16630 Aston, Irvine, CA 92606. The request for exclusion must include your name, address, a request for exclusion, and your signature in order to be valid.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Claims Administrator will calculate your share of the settlement and issue you a check.

B. Twenty-five percent (25%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. Twenty-five percent (25%) of your share of the settlement will be considered interest and fifty percent (50%) will be considered penalties for which no deductions shall be made for payroll related taxes. You will be given IRS tax forms for these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the lawsuit. You should contact the Claims Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on **August 15, 2012**, at **8:45 a.m.**, in Department 14 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012, to decide whether or not the proposed settlement is fair, reasonable and adequate. The Court may adjourn or continue the hearing without further notice to you. You do not have to attend the hearing. Class Counsel will answer any questions the Judge may have. But, you are welcome to come at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

A. You may object to the proposed settlement as unfair, unreasonable or inadequate. You will not be heard or entitled to contest the approval of the terms and conditions of the proposed settlement, or, if approved, the Judgment to be entered approving the settlement, unless you formally object to the settlement on or before **June 15, 2012** (60 days after mailing of this Notice). To formally object to the settlement, you must file a written objection and copies of any papers in support of your position with the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012. You also must serve all counsel for the parties as listed below. In your written objection, you must also verify that you are a member of the Class. If you do not object in the manner described above, you will have given up your right to object to the settlement. If you send in an objection you do not have to come to the Court to talk about it. As long as you mailed in your written objection on time, the Court will consider it. You may also pay your own lawyer to attend.

B. If you do not make your objection in the manner provided for in this Notice, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appeal the fairness, reasonableness or adequacy of the settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in lawsuit, at the filing department of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012.

PLEASE DO NOT CALL THE COURT, DIRECTSAT, OR ITS ATTORNEYS REGARDING THIS SETTLEMENT.

ATTORNEYS REPRESENTING THE CLASS

LAW OFFICES OF HATHAWAY, PERRETT, WEBSTER, POWERS, CHRISMAN & GUTIERREZ, PC

Alejandro P. Gutierrez
200 Hathaway Building
5450 Telegraph Road, Suite 200
Ventura, California 93006-3577
Tel: (805) 644-7111; Fax: (805) 644-8296
E-mail: agutierrez@hathawaylawfirm.com

LAW OFFICE ROBERT SKRIPKO, JR., APLC

Robert W. Skripko, Jr.
1323 North Broadway, 2nd Floor
Santa Ana, California 92706
Tel: (714) 543-6200; Fax: (714) 543-6140
E-mail: rwskipko@aol.com

LANGFORD & LANGFORD, APLC

Michael S. Langford
24681 La Plaza, Suite 220
Dana Point, CA 92629
Tel: (949) 545-6540; Fax: (949) 545-6541
E-mail: mklangford@aol.com

ATTORNEYS REPRESENTING DIRECTSAT USA, LLC

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Beth A. Gunn
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Tel: (213)239-9800; Fax: (213) 239-9045
beth.gunn@ogletreedeakins.com