

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

THOMAS LAUMANN, ROBERT
SILVER, GARRETT TRAUB, and DAVID
DILLON, representing themselves and all
others similarly situated,

Plaintiffs,

v.

NATIONAL HOCKEY LEAGUE, et al.,

Defendants.

CASE NO. 12-cv-1817 (SAS)
ECF Case

**DECLARATION OF CHRISTOPHER A. MURPHY CERTIFYING
THE DIRECTV DEFENDANTS' COMPLIANCE WITH CLASS ACTION
SETTLEMENT AGREEMENT**

I, Christopher A. Murphy, declare and state as follows:

1. I am Vice President & Associate General Counsel at DIRECTV, LLC ("DIRECTV"). I have worked in DIRECTV's legal department since 1996. I submit this declaration on behalf of the DIRECTV Defendants, which I understand to include DIRECTV, DIRECTV Sports Networks, LLC, and DIRECTV Sports Net Pittsburgh, LLC d/b/a Root Sports Pittsburgh. The following statements are based on my personal knowledge and on information provided by other employees of the DIRECTV Defendants.

2. After the DIRECTV Defendants entered into a Class Action Settlement Agreement on June 10, 2015 in the above-captioned matter (the "Settlement Agreement"), I was one of the people who managed the process of ensuring that the DIRECTV Defendants complied with the settlement terms. To accomplish this, DIRECTV assembled a team of employees from various business units within DIRECTV. Our team was also assisted and advised by our outside

counsel. I understand that another DIRECTV employee submitted a declaration regarding DIRECTV's compliance with the notice procedures. Therefore, I will not address those steps here.

3. **2015-2016 Season.** Pursuant to Paragraph 44 of the Settlement Agreement, DIRECTV provided the first three (3) weeks of the 2015-2016 Center Ice season free to all residential DIRECTV subscribers. DIRECTV publicized the availability of these three weeks of free programming via its website, and DIRECTV's residential subscribers were not required to take any action in order to receive these three weeks of free programming.

4. Accordingly, the consumer prices for Full-Season Packages for the 2015-2016 NHL season (\$139.96 for Early Bird and \$143.96 for Regular Season) reflected a discount of at least 12.5% off of the corresponding prices for the 2014-2015 NHL season. The consumer prices for other 2015-2016 NHL season packages (Half Season and Race to the Cup) remained the same (or slightly lower) than the 2014-2015 season.

5. DIRECTV implemented auto-renewals of existing Center Ice subscriptions on the same basis for the 2015-2016 NHL season as for the 2014-2015 NHL season. DIRECTV's Renewal Price for the 2015-2016 NHL season is not greater than its Early Bird Price for the 2015-2016 season.

6. Pursuant to Paragraph 43 of the Settlement Agreement, DIRECTV did not elect to exercise its option to offer Unbundled Programming for the 2015-2016 season.

7. **Other.** On or before September 26, 2015, DIRECTV transferred into an account identified by Plaintiffs' counsel the DIRECTV Defendants' share of the \$6.5 million in combined attorneys' fees and costs and \$40,000 in service fees that were awarded by the Court.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this 12th day of April, 2016.



Christopher A. Murphy