

RESPONSE TO PARAGRAPH NO. 67:

DIRECTV and Hughes admit, upon information and belief, that in the past, Sears has marketed equipment used to receive and decode DIRECTV signals and that such equipment was manufactured by Thomson and Sony, carried the brand names of RCA and Sony, and was purchased by Sears from Thomson and Sony. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 68:

Denied.

RESPONSE TO PARAGRAPH NO. 69:

Denied.

RESPONSE TO PARAGRAPH NO. 70:

DIRECTV and Hughes admit that, in 1999, the relationship between DIRECTV and Sears changed and that Sears currently does not sell equipment used to receive and decode DIRECTV programming. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 71:

Denied.

RESPONSE TO PARAGRAPH NO. 72:

Denied.

RESPONSE TO PARAGRAPH NO. 73:

Denied.

RESPONSE TO PARAGRAPH NO. 74:

DIRECTV and Hughes deny making any misleading comparison, and further deny the

allegation that DISH Network is DIRECTV's only competitor. DIRECTV and Hughes admit that on DIRECTV's web site, beneath a chart entitled "DIRECTV vs. Avg. Digital Cable," there is a chart entitled "DIRECTV vs. EchoStar," which Plaintiffs have re-typed in paragraph 74 of their Complaint (though not verbatim). DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 75:

Denied.

RESPONSE TO PARAGRAPH NO. 76:

Denied.

RESPONSE TO PARAGRAPH NO. 77:

Denied.

RESPONSE TO PARAGRAPH NO. 78

Denied.

RESPONSE TO PARAGRAPH NO. 79:

Denied.

RESPONSE TO PARAGRAPH NO. 80:

Denied.

RESPONSE TO PARAGRAPH NO. 81:

Denied.

RESPONSE TO PARAGRAPH NO. 82:

Denied.

RESPONSE TO PARAGRAPH NO. 83:

Denied.

RESPONSE TO PARAGRAPH NO. 84:

DIRECTV and Hughes admit that sports packages are an attractive programming option to some existing or potential customers. DIRECTV and Hughes further admit that multi-channel video programming that includes sports packages may be more attractive to some customers than multi-channel video programming that does not include such packages. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 85:

DIRECTV and Hughes admit, upon information and belief, that the NFL and its member teams own the rights to make and distribute images of NFL football games. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 86:

DIRECTV and Hughes admit that, each Sunday during the football season, ten or more NFL games are distributed on network television. DIRECTV and Hughes further admit that a network television viewer in any particular market generally is limited to two or three or four games. DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of the last sentence of this paragraph, and therefore deny same. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 87:

DIRECTV and Hughes admit that DIRECTV's contract with the NFL permits DIRECTV to offer real-time broadcasts of most distant NFL games. DIRECTV and Hughes further state that consumers are able to watch distant NFL games through various distribution channels, including cable television, C-Band satellite, DBS, Multi-Point Microwave Distribution Systems, and television broadcasting over the airwaves. DIRECTV and Hughes deny the remaining

allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 88:

DIRECTV and Hughes admit that DIRECTV's NFL package is an attractive programming option for some existing or potential customers that helps DIRECTV compete in the multi-channel video programming distribution market. DIRECTV and Hughes admit that television networks and, upon information and belief, cable companies currently do not offer a customer in a particular market as many NFL games as DIRECTV does. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 89:

DIRECTV and Hughes, upon information and belief, admit that C-Band satellite customers have access to real-time broadcasts of most NFL games. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 90:

DIRECTV and Hughes admit that DIRECTV generally offers real-time broadcasts of most distant NFL games as part of a single package at a set price for the entire football season. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 91:

Denied.

RESPONSE TO PARAGRAPH NO. 92:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to what EchoStar asked the NFL and what the NFL told EchoStar, and therefore deny same. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 93:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to what EchoStar told the NFL, and therefore deny same. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 94:

Denied.

RESPONSE TO PARAGRAPH NO. 95:

DIRECTV and Hughes admit that DIRECTV has contracts with other professional sports leagues, including the NBA, pursuant to which DIRECTV can offer its customers various sports programming packages. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 96:

DIRECTV and Hughes admit that EchoStar has publicly stated that it has 3.4 million subscribers. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 97:

Denied.

RESPONSE TO PARAGRAPH NO. 98:

Denied.

RESPONSE TO PARAGRAPH NO. 99:

Denied.

RESPONSE TO PARAGRAPH NO. 100:

Denied.

RESPONSE TO PARAGRAPH NO. 101:

Denied.

RESPONSE TO PARAGRAPH NO. 102:

Denied.

RESPONSE TO PARAGRAPH NO. 103:

DIRECTV and Hughes admit that DIRECTV has entered into contracts with certain manufacturers of HDTV sets under which HDTV sets may be manufactured with embedded DIRECTV-compatible receivers/decoders. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 104:

DIRECTV and Hughes admit that HDTV generally offers improvements in video and audio quality over conventional television. DIRECTV and Hughes further admit that DBS and other digital multi-channel video programming, including digital cable, are suited for the improved capabilities of HDTV. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 105:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 106:

DIRECTV and Hughes admit that HDTV is an emerging technology that promises clearer television pictures utilizing digital technology, and that federal legislation has established HDTV as a future standard. DIRECTV and Hughes deny that DIRECTV has led or participated in a group boycott of EchoStar and further deny that retailers are coerced into taking part in such a

boycott. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 107:

Denied.

RESPONSE TO PARAGRAPH NO. 108:

DIRECTV and Hughes admit that DIRECTV has contracted with certain manufacturers of HDTV sets, including Thomson, under which HDTV sets may be manufactured with embedded DIRECTV-compatible receivers/decoders. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 109:

DIRECTV and Hughes admit that a DIRECTV-compatible receiver/decoder cannot receive and decode EchoStar programming, and vice versa. DIRECTV and Hughes deny that a television equipped with an embedded DIRECTV-compatible receiver/decoder will not be able to receive DISH Network signals, as any such television can be equipped with a set-top receiver/decoder to receive DISH Network signals, in the same way that EchoStar subscribers currently receive those signals. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 110:

Denied.

RESPONSE TO PARAGRAPH NO. 111:

Denied.

RESPONSE TO PARAGRAPH NO. 112:

Denied.

RESPONSE TO PARAGRAPH NO. 113:

Denied.

RESPONSE TO PARAGRAPH NO. 114:

Denied.

RESPONSE TO PARAGRAPH NO. 115:

Denied.

RESPONSE TO PARAGRAPH NO. 116:

Denied.

RESPONSE TO PARAGRAPH NO. 117:

Denied.

RESPONSE TO PARAGRAPH NO. 118:

Denied.

RESPONSE TO PARAGRAPH NO. 119:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to what SoundTrack told EchoStar in January 2000. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 120:

Denied.

RESPONSE TO PARAGRAPH NO. 121:

Denied.

RESPONSE TO PARAGRAPH NO. 122:

DIRECTV and Hughes admit that EchoStar has publicly stated that it has 3.4 million subscribers. DIRECTV and Hughes deny the remaining allegations of this paragraph.

V. ALLEGATIONS REGARDING THE RELEVANT MARKET

RESPONSE TO PARAGRAPH NO. 123:

Denied.

RESPONSE TO PARAGRAPH NO. 124:

DIRECTV and Hughes admit that DIRECTV and EchoStar compete with each other and with many other providers of multi-channel video programming, including cable television companies, in local consumer markets throughout the continental United States. DIRECTV and Hughes further state that they compete with EchoStar for the acquisition of programming throughout the United States. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 125:

Denied.

RESPONSE TO PARAGRAPH NO. 126:

Denied.

RESPONSE TO PARAGRAPH NO. 127:

Denied.

RESPONSE TO PARAGRAPH NO. 128:

Denied.

RESPONSE TO PARAGRAPH NO. 129:

DIRECTV and Hughes admit, upon information and belief, that a small percentage of households in the continental United States are not passed by cable. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 130:

DIRECTV and Hughes admit that cable television and DBS programming have not been mutually exclusive in the past and that a number of households in the continental United States have subscribed to both cable television and DBS programming, particularly where cable was necessary to obtain access to local programming. DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 131:

Denied.

RESPONSE TO PARAGRAPH NO. 132:

DIRECTV and Hughes admit that sports programming packages are attractive to certain consumers of multi-channel video programming. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 133:

DIRECTV and Hughes admit that certain consumers of multi-channel video programming choose to subscribe to DBS programming rather than subscribe to cable television programming or receive off-air broadcasts, and for a variety of reasons. DIRECTV and Hughes deny that cable television is not an alternative to DBS service and further deny that cable television does not offer choices comparable to DBS service. DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph, and therefore deny same.

VI. ALLEGATIONS REGARDING ANTI-COMPETITIVE EFFECTS

RESPONSE TO PARAGRAPH NO. 134:

Denied.

RESPONSE TO PARAGRAPH NO. 135:

Denied.

RESPONSE TO PARAGRAPH NO. 136:

Denied.

RESPONSE TO PARAGRAPH NO. 137:

Denied.

RESPONSE TO PARAGRAPH NO. 138:

Denied.

RESPONSE TO PARAGRAPH NO. 139:

Denied.

RESPONSE TO PARAGRAPH NO. 140:

Denied. DIRECTV and Hughes further state that EchoStar has chosen to market its satellite dishes and receiving/decoding equipment largely directly to consumers and through thousands of local and regional retailers.

RESPONSE TO PARAGRAPH NO. 141:

Denied.

RESPONSE TO PARAGRAPH NO. 142:

Denied.

RESPONSE TO PARAGRAPH NO. 143:

Denied.

RESPONSE TO PARAGRAPH NO. 144:

Denied.

RESPONSE TO PARAGRAPH NO. 145:

Denied.

RESPONSE TO PARAGRAPH NO. 146:

Denied.

RESPONSE TO PARAGRAPH NO. 147:

Denied.

RESPONSE TO PARAGRAPH NO. 148:

Denied.

RESPONSE TO PARAGRAPH NO. 149:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to what consumers may begin to believe, and therefore deny same. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 150:

Denied.

RESPONSE TO PARAGRAPH NO. 151:

Denied.

RESPONSE TO PARAGRAPH NO. 152:

Denied.

RESPONSE TO PARAGRAPH NO. 153:

Denied.

RESPONSE TO PARAGRAPH NO. 154:

Denied.

VII. ALLEGED CAUSES OF ACTION

COUNT I

**Alleged Monopolization in Violation of Section Two
of the Sherman Act**

RESPONSE TO PARAGRAPH NO. 155

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 156:

Denied.

RESPONSE TO PARAGRAPH NO. 157:

Denied.

RESPONSE TO PARAGRAPH NO. 158:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 159:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 160:

Denied.

RESPONSE TO PARAGRAPH NO. 161:

Denied.

RESPONSE TO PARAGRAPH NO. 162:

Denied.

COUNT II

**Alleged Attempted Monopolization in Violation of Section Two
of the Sherman Act**

RESPONSE TO PARAGRAPH NO. 163:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 164:

Denied.

RESPONSE TO PARAGRAPH NO. 165:

Denied.

RESPONSE TO PARAGRAPH NO. 166:

Denied.

RESPONSE TO PARAGRAPH NO. 167:

Denied.

COUNT III

**Alleged Conspiracy to Monopolize in Violation of Section Two
of the Sherman Act**

RESPONSE TO PARAGRAPH NO. 168:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 169:

Denied.

RESPONSE TO PARAGRAPH NO. 170:

Denied.

RESPONSE TO PARAGRAPH NO. 171:

Denied.

RESPONSE TO PARAGRAPH NO. 172:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 173:

Denied as to DIRECTV and Hughes. DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to Defendant Thomson's sales of DBS equipment, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 174:

Denied.

RESPONSE TO PARAGRAPH NO. 175:

Denied.

RESPONSE TO PARAGRAPH NO. 176:

Denied.

COUNT IV

**Alleged Exclusive Dealing in Violation of Section Three
of the Clayton Act**

RESPONSE TO PARAGRAPH NO. 177:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 178:

DIRECTV and Hughes admit that they have entered into contracts with third parties concerning the sale of DIRECTV-compatible DBS equipment and they further admit that Hughes has sold DIRECTV-compatible DBS equipment. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 179:

Denied.

RESPONSE TO PARAGRAPH NO. 180:

Denied.

COUNT V

**Alleged Unreasonable Restraint of Trade in Violation of Section One
of the Sherman Act**

(Alleged High Power DBS Equipment Conspiracy)

RESPONSE TO PARAGRAPH NO. 181:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 182:

Denied.

RESPONSE TO PARAGRAPH NO. 183:

Denied.

RESPONSE TO PARAGRAPH NO. 184:

Denied.

RESPONSE TO PARAGRAPH NO. 185:

Denied.

RESPONSE TO PARAGRAPH NO. 186:

Denied.

RESPONSE TO PARAGRAPH NO. 187:

Denied.

RESPONSE TO PARAGRAPH NO. 188:

Denied.

COUNT VI

**Alleged Unreasonable Restraint of Trade in Violation of Section One
of the Sherman Act**

(Alleged HDTV Set Conspiracy)

RESPONSE TO PARAGRAPH NO. 189:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 190:

Denied.

RESPONSE TO PARAGRAPH NO. 191:

Denied.

RESPONSE TO PARAGRAPH NO. 192:

Denied.

RESPONSE TO PARAGRAPH NO. 193:

Denied.

RESPONSE TO PARAGRAPH NO. 194:

Denied.

RESPONSE TO PARAGRAPH NO. 195:

Denied.

COUNT VII

**Alleged Unreasonable Restraint of Trade in Violation of Section One
of the Sherman Act**

(Alleged Sports Broadcast Conspiracy)

RESPONSE TO PARAGRAPH NO. 196:

Denied.

RESPONSE TO PARAGRAPH NO. 197:

Denied.

RESPONSE TO PARAGRAPH NO. 198:

Denied.

RESPONSE TO PARAGRAPH NO. 199:

Denied.

RESPONSE TO PARAGRAPH NO. 200:

Denied.

COUNT VIII

**Alleged Unfair Competition in Violation of Section Forty-Three
of the Lanham Act and Demand for Accounting of Illegal Profits**

RESPONSE TO PARAGRAPH NO. 201:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 202:

Denied.

RESPONSE TO PARAGRAPH NO. 203:

Denied.

RESPONSE TO PARAGRAPH NO. 204:

Denied.

RESPONSE TO PARAGRAPH NO. 205:

Denied.

RESPONSE TO PARAGRAPH NO. 206:

Denied.

RESPONSE TO PARAGRAPH NO. 207:

Denied.

RESPONSE TO PARAGRAPH NO. 208:

Denied.

COUNT IX

**Alleged Deceptive Trade Practices in Violation
of the Colorado Consumer Protection Act.**

RESPONSE TO PARAGRAPH NO. 209:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 210:

Denied.

RESPONSE TO PARAGRAPH NO. 211:

Denied.

RESPONSE TO PARAGRAPH NO. 212:

Denied.

RESPONSE TO PARAGRAPH NO. 213:

Denied.

COUNT X

**Alleged Monopolization in Violation
of the Colorado Antitrust Act**

RESPONSE TO PARAGRAPH NO. 214:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 215:

Denied.

RESPONSE TO PARAGRAPH NO. 216:

Denied.

COUNT XI

**Alleged Attempted Monopolization in Violation
of the Colorado Antitrust Act**

RESPONSE TO PARAGRAPH NO. 217:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 218:

Denied.

RESPONSE TO PARAGRAPH NO. 219:

Denied.

COUNT XII

**Alleged Conspiracy to Monopolize in Violation
of the Colorado Antitrust Act**

RESPONSE TO PARAGRAPH NO. 220:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 221:

Denied.

RESPONSE TO PARAGRAPH NO. 222:

Denied.

COUNT XIII

**Alleged Conspiracy to Restrain Trade in Violation
of the Colorado Antitrust Act**

RESPONSE TO PARAGRAPH NO. 223:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 224:

Denied.

RESPONSE TO PARAGRAPH NO. 225:

Denied.

RESPONSE TO PARAGRAPH NO. 226:

Denied.

COUNT XIV

Alleged Tortious Interference with Contract

RESPONSE TO PARAGRAPH NO. 227:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 228:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 229:

Denied.

RESPONSE TO PARAGRAPH NO. 230:

Denied.

RESPONSE TO PARAGRAPH NO. 231:

Denied.

RESPONSE TO PARAGRAPH NO. 232:

Denied.

RESPONSE TO PARAGRAPH NO. 233:

Denied.

COUNT XV

**Alleged Tortious Interference with Economic Relations/
Prospective Contractual Relations/Business Expectancy**

RESPONSE TO PARAGRAPH NO. 234:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 235:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. and therefore deny same.

RESPONSE TO PARAGRAPH NO. 236:

DIRECTV and Hughes are without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore deny same.

RESPONSE TO PARAGRAPH NO. 237:

Denied.

RESPONSE TO PARAGRAPH NO. 238:

Denied.

RESPONSE TO PARAGRAPH NO. 239:

Denied.

RESPONSE TO PARAGRAPH NO. 240:

Denied.

RESPONSE TO PARAGRAPH NO. 241:

Denied.

RESPONSE TO PARAGRAPH NO. 242:

Denied.

RESPONSE TO PARAGRAPH NO. 243:

Denied.

COUNT XVI

Alleged Violation of California Business and Professions Code § 17200

RESPONSE TO PARAGRAPH NO. 244:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 245:

DIRECTV and Hughes admit that EchoStar competes with DIRECTV to provide multi-channel video programming in markets in California and elsewhere, and they further admit that EchoStar and Hughes sell DBS equipment. DIRECTV and Hughes deny the remaining allegations of this paragraph.

RESPONSE TO PARAGRAPH NO. 246:

Denied.

RESPONSE TO PARAGRAPH NO. 247:

Denied.

RESPONSE TO PARAGRAPH NO. 248:

Denied.

RESPONSE TO PARAGRAPH NO. 249:

This allegation makes no sense. DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

COUNT XVII

Alleged Injurious Falsehood & Business Disparagement

RESPONSE TO PARAGRAPH NO. 250:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set

forth herein.

RESPONSE TO PARAGRAPH NO. 251:

Denied.

RESPONSE TO PARAGRAPH NO. 252:

Denied.

RESPONSE TO PARAGRAPH NO. 253:

Denied.

RESPONSE TO PARAGRAPH NO. 254:

Denied.

RESPONSE TO PARAGRAPH NO. 255:

Denied.

RESPONSE TO PARAGRAPH NO. 256:

Denied.

RESPONSE TO PARAGRAPH NO. 257:

Denied.

COUNT XVIII

Alleged Unfair Competition

RESPONSE TO PARAGRAPH NO. 258:

DIRECTV and Hughes incorporate their responses to the above allegations as if fully set forth herein.

RESPONSE TO PARAGRAPH NO. 259:

Denied.