

Subject:  
Maui Examiner DISH Network questions  
From:  
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Date:  
Fri, 20 Jan 2006 17:20:07 -1000  
To:  
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Aloha Mark,  
Thanks for taking the time to look into the questions listed below:

1. DISH contracts through a company called Microcom for installations. The Microcom in Hawaii is based in Alaska, and has very few employees in Hawaii. The few they do have are on the Big Island, and are flown to the other islands for installations. Subsequently, subscribers are rescheduled without knowledge, losing time from work (and money), and it can take months to get an installation. I personally have been waiting since Dec. 9th, been rescheduled twice without my knowledge, and lost a lot of money by having to take time off work to wait for an installer that never shows up. Furthermore, they do not answer the phone on any of their Hawaii numbers. One needs to leave a message. Generally, the calls are not returned.

Is EchoStar aware of this? If so, what steps are they taking to improve this problem w/ Microcom in Hawaii?

2. The Hawaii/Alaska Microcom is not affiliated with the Microcom that does DISH installations in the lower 48 states. The 'real' Microcom says that the Alaska company "just picked up the Microcom name and have been using it." The name they operate under in Hawaii is actually Sateo, Inc. They do not have a business name of "Microcom" registered in Hawaii. However their general excise and use license shows them with a dba of Microcom. Tax records also show that the same Microcom is a vacation rental business on the Big Island as well as a satellite installer/retailer. Is DISH aware that the Hawaii Microcom is a different company from their main Microcom installer in the lower 48?

3. How many DISH subscribers are there in Hawaii? How many have subscribed directly through DISH and must have their installations performed by Microcom? Do you have island-by-island numbers?

4. A big nationwide complaint is customer service. Excessively long hold times, employee rudeness, lack of knowledge and inability to remedy account problems are at the top of the complaint list. You can view a sampling of these complaints at :

[http://www.consumeraffairs.com/cable\\_tv/dish\\_billing.html](http://www.consumeraffairs.com/cable_tv/dish_billing.html)

After reading these complaints, please tell me how DISH is responding to such customer problems.

5. Scores of people complain about faulty equipment. They are charged for shipping of replacement hardware, and oftentimes the equipment that the malfunctioning unit is replaced with does not work either. It seems there is only a 3-month warranty on equipment. What's more is DISH subscribers are leasing equipment that they claim the company does not stand behind.

Please see such complaints at this site:

[http://ask.pvrblog.com/2004/11/dish\\_network\\_dv.html](http://ask.pvrblog.com/2004/11/dish_network_dv.html)

Will DISH be consulting with their manufacturers in regard to hardware problems? How is DISH remedying the problem with such disgruntled customers?

6. On May 22, 2003, the State of Oregon Attorney General's Office settled a suit against EchoStar. An investigation of the company's sales practices was had been initiated after the AG's office received complaints from over 125 Oregonians.

EchoStar was found to be in violation of the Assurance of Voluntary Compliance (AVC). The AVC, which 13 states participate in, requires EchoStar to "clearly and conspicuously disclose the terms of its satellite television service and the financial obligations customers assume prior to the purchase or lease of a DISH Network system," according to Oregon Attorney general Hardy Myers.

In the settlement, EchoStar was barred for five years by the states of California, Colorado, Connecticut, Florida, Georgia, Illinois, Louisiana, Minnesota, New Jersey, New York, Wisconsin and Oregon from enforcing contract terms on customers who claimed to have not been made aware of additional fees prior to signing on for service unless the company could provide proof of disclosure. Nor could they continue to automatically assess the \$240 termination fee on customers who had to cancel service due to circumstances beyond their control, such as death or catastrophic illness. To view the decision go to this link:

<http://www.doj.state.or.us/releases/rel052203.htm>

EchoStar was further ordered to pay the 13 participating states \$5 million in restitution and fees.

On all its mail-out offers, the company discloses additional fees and charges associated with the offer and installation as well as any disclaimers – in two-point text that’s almost impossible to read, even with a magnifying glass.

This fine print is usually in black text on a red background, or on a metallic silver background, making reading of already impossibly small text even more difficult.

So of course, the fine print is rarely read. And if it is, it’s usually not all the way through.

People calling DISH Network’s toll-free line to order service are regularly not made aware of these fine-print fees and charges. In one blog, a woman thought she was getting a free DVD player, only to later learn that the equipment, including additional receivers, is actually leased and that there are \$5 per receiver monthly “equipment fees.” She was also shocked to learn that a \$4.99 a month “additional program access fee” per receiver was charged if they weren’t all continuously plugged into phone jacks. There are countless complaints that tell of the assessment of a \$240 termination fee that customers were not made aware of on sign-up. This fee is not mentioned anywhere in the fine print disclosure on recent DISH Network mailed offers either.

As you know, when a customer signs up for service over the phone, they only have the mail off in front of them. What does DISH/EchoStar’s definition of “clear and conspicuous disclosure?” Do they consider crowded, almost impossible to read, tiny text clear and conspicuous? Why are telephone representatives prospective not making consumers aware of the \$240 termination fee prior to sign-up and running of credit cards?

That’s about it for now. Once again, thank you for your assistance and taking the time to look into these issues. I will send more questions as I think of them.

Aloha e malama pono,  
Joey Buck