



December 23, 2016

Lisa Bolton
Vice President, CWA-T&T
501 Third Street, NW
Washington, DC 20001

Dear Lisa:

This letter is a revised response to your October 20, 2016 letter and our subsequent discussions about certain administrative matters in the upcoming collective bargaining negotiations between DIRECTV, LLC ("DTV" or "Company") and the Communications Workers of America ("CWA" or "Union") (collectively, the "Parties") on behalf of the recently organized out of region ("OOR") bargaining units of DTV employees (collectively, "the OOR Units").

These negotiations will involve certain employees organized by the Union pursuant to the December 8, 2015 "DIRECTV Neutrality and Card Check Recognition Agreement." The Company has recognized the Union as the exclusive bargaining agent for the bargaining units consisting of technicians, associated warehouse, and administrative titles in the CWA regions of District 2/13 (DE, MD) and 7 (OR, NM). In these negotiations, the Parties will negotiate an addendum to the Agreement between AT&T Corp. and CWA that includes all of these bargaining units, although the Company's consent to engage in multi-unit bargaining in these negotiations is on a non-precedent basis. The Parties also agree that these negotiations are comprehensive and that there will be no further "local" negotiations for Unit Employees other than as may be agreed to at the bargaining table for these negotiations. Neither party may withdraw from this multi-unit bargaining relationship after the date of this Agreement.

Negotiations will be held at a mutually agreed upon Company location, although the Parties may agree during the negotiations to meet at alternative locations or via telephone. It is also understood that each party will pay all associated expenses for its respective bargaining efforts, including the expenses of their bargaining team members, such as wages, travel expenses, and lodging if necessary.

In addition, with respect to any claims between the parties relating to single or joint employment, alter ego, accretions or successorship, the Parties acknowledge that they continue to be bound by the terms of the November 17, 2016 Agreement entered into between the CWA (as represented by Richard Honeycutt) and AT&T.

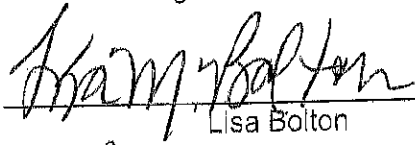
Please indicate your concurrence on behalf of the CWA Districts noted above by signing this letter and returning a copy to me for my records.

Regards,


Diane Bradley

Diane Bradley

Agreed for the Union:



Lisa Bolton



(Date)



November 17, 2016

Richard Honeycutt
Vice President – District 3
Communications Workers of America
3516 Covington Highway
Decatur, GA 30032

Dear Richard:

I am writing to respond to your letter proposal of September 21, 2016 and inform you that the Company rejects that proposal. Instead, DIRECTV Customer Services, Inc. ("DTV"), AT&T Mobility Services LLC including its parents and all of their affiliates ("AT&T Mobility") and the Communications Workers of America, District 1, District 2-13, District 3, District 4, District 6, District 7, and District 9 (for District 9 only, the scope of any release in this letter is limited to similar work performed by DTV and Mobility employees in sales and service-like job titles)¹ (together inclusively and referred to as "CWA" or "Union"), (collectively, the "Parties") agree these negotiations will involve employees organized by the Union pursuant to the April 7, 2013 "Memorandum of Agreement Regarding Neutrality and Card Check Recognition." The Company has recognized the Union as the exclusive bargaining agent for the bargaining units consisting of customer service representatives and other associated titles in DTV call centers located in Huntsville, AL, Denver, CO, Tulsa, OK, Huntington, WV, and Eden Prairie, MN (the "Unit Employees").

Negotiations will be held at a Company location in Atlanta, Georgia, although the Parties may agree during the negotiations to meet at alternative locations or via telephone. It is also understood that each party will pay all associated expenses for its respective bargaining efforts, including the expenses of their bargaining team members, such as wages, travel expenses, and lodging if necessary.

In these negotiations, the Parties agree to negotiate the transition of all Unit Employees in each of the respective CWA districts, regardless whether the Unit Employees were organized as a single unit or as multiple units within an individual CWA region into AT&T Mobility regional labor agreements in the form of a Transition Memorandum of Understanding providing the terms of such transition, subject to ratification by the Unit Employees covered by the tentative agreement. The Parties recognize that the Company's consent to engage in multi-unit bargaining in these negotiations is on a non-precedent basis and, that in the absence of reaching a tentative agreement to the contrary, either party may withdraw from this multi-unit bargaining relationship. It is anticipated that as a result of this Transition Memorandum of Understanding that, upon ratification, the Unit Employees will be merged with the existing bargaining unit of employees covered by the applicable existing AT&T Mobility regional labor agreement and will be slotted into the appropriate Agreement using the process used for previous recognitions under the Mobility Voluntary Recognition and Neutrality Agreements.

¹ The Parties agree this parenthetical limitation on scope will be null and void upon ratification of a District 9/Pacific Bell Nevada Bell 2016 collective bargaining agreement, if such agreement (appendix or otherwise) includes terms to cover DTV technicians.

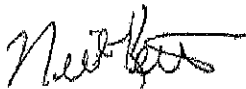
Richard Honeycutt
November 17, 2016
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In exchange for the Company's agreement to transition Unit Employees into the AT&T Mobility regional labor agreements, the Union hereby agrees it will not seek to alter any existing bargaining units in any AT&T related company (no matter which contracts those claims may arise under), except by mutual agreement.

In addition, with respect to: (1) any basis that predates the date of this agreement; (2) these negotiations and any resulting arrangements; or (3) any change of operations of any currently existing AT&T Company, the Parties to this agreement will not in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that any such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by CWA are a single bargaining unit, or are or should be otherwise altered in their scope or composition and any such claims pending between the Parties (including any such claims the CWA may have against any AT&T Company) shall immediately be withdrawn or dismissed with prejudice. This commitment will survive the conclusion of these negotiations, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.

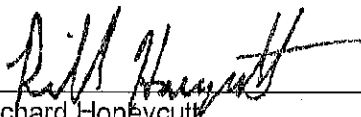
Please indicate your concurrence to these terms by signing this letter on behalf of the CWA regions above and returning a copy to me for my records.

Sincerely,



Neil Keith
Vice President, Labor Relations

**Agreed for the Communications Workers of
America and its Districts:**



Richard Honeycutt
11/17/2016
Date