

**MEMORANDUM OF AGREEMENT  
SUCCESSORSHIP**

The Company agrees that in any agreement to sell a portion of its assets in a transaction involving the transfer of Employees subject to the parties' 2023 Agreement, as a condition of the closing of such sale, that the Buyer shall agree to assume the terms of the 2023 Agreement, provided that the Buyer shall have the right to re-open the unexpired 2023 Agreement at any time after eighteen (18) months but no longer than twenty-four (24) months following the Closing of the sale, the re-opening of which the Union hereby agrees to accept or, the Buyer and Union may bargain at the expiration of the 2023 Agreement, whichever is earlier. In no event will the terms of this Successorship Agreement limit any of the Company's existing rights under the 2023 Agreement. The Company further agrees it will notify the Union at least thirty (30) days prior to the close of such proposed transaction and, during such thirty (30) day period, will meet with the Union upon request to engage in effects bargaining and to discuss the business reasons for the Company's decision.

This Memorandum of Agreement will remain in effect through the term of the 2023 Collective Bargaining Agreement between the Parties.

**AGREED:**

**FOR THE UNION:**



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**Brian Sawyer**  
Staff Representative  
Communications Workers of America

**FOR THE COMPANY:**



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**Brian Cattaneo**  
Senior Director, Labor Relations  
DIRECTV

**August 12, 2023**

**Brian Sawyer  
Staff Representative  
Telecommunications & Technologies  
Communications Workers of America  
501 3rd Street, NW  
Washington, DC 20001**

**Dear Brian:**

**This letter addresses that should the Company determine force conditions are such to warrant a surplus and the possible layoff of employees covered by the 2023 National Video Contract, the Company will give the Union at least two (2) weeks advance notice prior to the first such layoff announcement. Upon request following such notice, the appropriate DIRECTV Labor Relations representative will meet with the appropriate representative as designated by the CWA to discuss these matters prior to the first scheduled layoff date. All provisions of Section 12.03 Force Adjustment shall continue to apply.**

**The commitment contained in this letter will last through the term of the 2023 National Video Contract.**

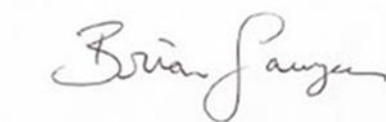
**Sincerely,**



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**Brian Cattaneo  
Senior Director, Labor Relations**

**Acknowledged and Agreed:**



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**Brian Sawyer  
CWA, Staff Rep**