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The court held that the evidence showed a lack of uniformity in the potential representations to the classes, and that the court was not supposed to decide who could have viewed the TV shows and other previous cases. This lack of uniformity meant that the potential class could not meet the commonality requirements because “the determination of what business practices were allegedly unfair was an individual issue.”

The court found that the class was not adequately defined in the proposed class certification, concluding that there were multiple issues that precluded class certification. First, the court held that the contract language specifying that the law of the state in which the subscriber resides applies to DIRECTV’s HD Package subscribers, and that this means that DIRECTV’s policy is unenforceable against a subscriber in those states, regardless of the focus of the court’s analysis.

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