

CLAIM FORM AND RELEASE**TAJONAR v. ECHOSPHERE L.L.C., ET AL.**

San Diego County Superior Court Case No. 37-2014-00041384-CU-OE-CTL (the "Action")

IF YOU WERE A **FORMER EMPLOYEE** OF DISH NETWORK L.L.C. AS OF JULY 18, 2017, TO PARTICIPATE IN THE SETTLEMENT OF THE ABOVE-REFERENCED CASE, YOU MUST COMPLETE, SIGN AND MAIL THIS CLAIM FORM AND RELEASE BY FIRST CLASS U.S. MAIL, POSTAGE PAID, POSTMARKED ON OR BEFORE OCTOBER 24, 2017, ADDRESSED AS FOLLOWS:

TAJONAR v. ECHOSPHERE L.L.C., *et al.*
C/O PHOENIX SETTLEMENT ADMINISTRATORS
P.O. BOX 7208
ORANGE, CA 92863

FURTHER IF YOU DISAGREE WITH THE EMPLOYMENT INFORMATION SET FORTH IN SECTION C BELOW, YOU MAY CHALLENGE THAT INFORMATION BY COMPLETING SECTION C BELOW.

IF YOU WERE A **CURRENT EMPLOYEE** OF DISH NETWORK L.L.C. AS OF JULY 18, 2017, YOU DO NOT NEED TO COMPLETE OR RETURN THIS FORM TO PARTICIPATE IN THE SETTLEMENT. IF YOU DISAGREE WITH THE EMPLOYMENT INFORMATION SET FORTH IN SECTION C, BELOW, YOU MAY CHALLENGE THAT INFORMATION BY COMPLETING, SIGNING AND MAILING THIS CLAIM FORM AND RELEASE, ALONG WITH ANY SUPPORTING DOCUMENTATION, VIA FIRST CLASS U.S. MAIL, POSTAGE PAID, POSTMARKED ON OR BEFORE OCTOBER 24, 2017, ADDRESSED AS INDICATED ABOVE.

A. Instructions.

1. If you were employed by DISH Network L.L.C. and/or its affiliates ("DISH" or "Defendant") in the State of California as a Field Service Specialist I, II, III and/or IV and/or a DISH Tech 1, 2, 3 and/or 4 at any time between September 23, 2010 and November 29, 2016, **or** you were employed by DISH in California between October 17, 2013 and December 24, 2014, **and** you were a former employee of DISH as of July 18, 2017, you must complete, sign and timely mail this Claim Form and Release in order to be eligible to participate in the settlement.
2. If you were employed by DISH in California as a Field Service Specialist I, II, III and/or IV or a DISH Tech 1, 2, 3 and/or 4 at any time between September 23, 2010 and November 29, 2016, **or** you were employed by DISH in California between October 17, 2013 and December 24, 2014, **and** you were a current employee of DISH as of July 18, 2017, you should review the Employment Information set forth in Section C, below. If it is accurate, you should not return this form. If you want to challenge the information as inaccurate, you should complete, sign and timely mail this Claim Form and Release along with any supporting documentation.
3. If you move, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator.

B. Claimant Information.

Name (First, Middle, Last): _____

Former Names (if any): _____

Residence Street Address: _____

City, State and Zip Code: _____

C. Employment Information.

According to DISH's records, you were employed in the State of California as a Field Service Specialist I, II, III and/or IV and/or a DISH Tech 1, 2, 3 and/or 4 ("Covered Position") for a total of ____ pay periods during the period September 23, 2010 through November 29, 2016 ("Non-Exempt Class Period").

According to DISH's records, you were employed in the State of California for a total of ____ pay periods during the period October 17, 2013 through December 25, 2014 ("Wage Statement Class Period").

Based on the total number of pay periods you were employed in a Covered Position during the Non-Exempt Class Period and the total number of pay periods you were employed in California during the Wage Statement Class Period, your share of the Maximum Net Settlement Proceeds is estimated to be approximately \$ _____. This number is subject to change, based on (1) the number of individuals within the Settlement Class who participate in the settlement, and (2) the terms of the Court's Final Approval Order. In any event, your settlement payment will be subject to appropriate withholding for the employee portion of applicable payroll taxes relating to the wage portion of the settlement payment.

If you disagree with the total pay periods shown above, state the number of pay periods you claim to have been employed in a Covered Position during the Non-Exempt Class Period: _____, and state the number of pay periods you claim to have been employed within California during the Wage Statement Class Period: _____.

NOTE: DISH's records will control unless you are able to provide information and/or documentation that establishes that DISH's records are in error. If you have information and/or documentation disputing the number of pay periods you worked during the applicable class periods, submit the information and/or documentation with this form. If there is a dispute about whether DISH's information or your information is accurate, the Settlement Administrator will resolve the dispute, and its decision will be final.

D. Release of Claims.

Upon the final approval of the settlement by the Court, each member of the Non-Exempt Settlement Class (those employed in a Covered Position during the Non-Exempt Class Period) on behalf of himself or herself and his or her heirs, representatives and assigns absolutely, unconditionally and irrevocably releases and forever discharges the Released Parties (defined below) from any and all manner of actions, causes of action, claims, compensation, controversies, costs, damages, debts, demands, expenses, liens, liabilities, losses, rights or suits, including claims or suits for contribution and/or indemnity, of every kind, nature or description whatsoever, whether foreseen or unforeseen, known or unknown, fixed or contingent, direct or indirect, liquidated or unliquidated, at law or in equity (collectively, "Claims"), and that were asserted in the Action, or that could have been asserted in the Action based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiffs' First Amended Complaint (collectively, the "Non-Exempt Released Claims"). The Non-Exempt Released Claims specifically include, but are not limited to: (a) claims for failure to provide access to employee payroll and personnel records pursuant to California Labor Code §§ 226, 432 and 1198.5; (b) claims for failure to pay overtime wages pursuant to California Labor Code §§ 510, 1194, 1198 and the applicable IWC Wage Orders; (c) claims for failure to provide breaks as required by California Labor Code §§ 226.7, 512, 1198 and the applicable IWC Wage Order; (d) claims for failure to make payments within the required time in violation of California Labor Code §§ 201, 202, 204, 1198, and 203; (e) claims for failure to provide accurate wage statements pursuant to California Labor Code § 226; (f) claims for failure to maintain required records in violation of California Labor Code §§ 1174, 1184.5, 1198 and the applicable IWC Wage Order; and (g) incorporated or related claims asserted through either California Business and Professions Code § 17200 or California Labor Code § 2699, *et seq.* ("PAGA"). "Released Parties" include DISH Network L.L.C., Echosphere L.L.C., Dish Network Service L.L.C., DISH Network Corporation, Dish Network California Service Corporation and each of their past and present direct and indirect parents, subsidiaries and affiliates; the predecessors, successors and assigns of each of the foregoing persons and entities; and the past and present owners, agents, directors, officers, employees, shareholders, members, representatives, attorneys, insurers, reinsurers, guarantors, successors and assigns of all of the foregoing persons and entities.

Upon final approval of the settlement by the Court, each individual who is a member of the Wage Statement Settlement Class, on behalf of himself or herself and his or her heirs, representatives and assigns, absolutely, unconditionally and irrevocably releases and forever discharges the Released Parties from any and all manner of Claims that pertain in any way to alleged deficiencies in the wage statements the Wage Statement Settlement Class Members received from DISH during the period of time beginning on October 17, 2013 through and including December 25, 2014, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any other source of law ("the Wage Statement Released Claims"). The Wage Statement Released Claims specifically include, but are not limited to: (a) claims for failure to provide accurate wage statements pursuant to California Labor Code § 226; and (b) incorporated or related claims asserted through either California Business and Professions Code § 17200 or PAGA.

E. Submission to the Jurisdiction of the Court.

I am submitting this Claim Form and Release under the terms of the settlement described in the Notice of Certified Class Action Settlement that I received. I submit to the jurisdiction of the San Diego County Superior Court with respect to my claim as a class member for purposes of enforcing the release of claims set forth in the Joint Stipulation of Class Action Settlement and Release and this Claim Form. The full and precise terms of the settlement are contained in the Joint Stipulation of Class Action Settlement and Release filed with the Court, which was available for my review. I acknowledge that I am bound by and subject to the terms of any order of dismissal or judgment that may be entered in this class action.

Dated: _____

Class Member's Signature

Print Class Member's Name