SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL DIVISION

JOSE TAJONAR, ET AL., VS. ECHOSPHERE L.L.C., DISH NETWORK L.L.C., DISH NETWORK SERVICE L.L.C., DISH NETWORK CALIFORNIA SERVICE CORPORATION, DISH NETWORK CORPORATION, AND DOES 4 THROUGH 50, INCLUSIVE
CASE NO.: 37-2014-00041384-CU-OE-CTL

NOTICE OF CERTIFIED CLASS ACTION SETTLEMENT

- All persons who were employed by DISH Network L.L.C. ("DISH") and its affiliates 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, and/or all individuals employed by DISH in the State of California at any time between October 17, 2013 and December 25, 2014 may be eligible to receive compensation.

- The settlement resolves a lawsuit over whether DISH and its affiliates violated certain requirements imposed by the wage and hour pay provisions of California state law.

- DISH and its affiliates deny any and all liability in connection with the claims asserted in the lawsuit.

- In order to avoid the costs and risks of continuing the lawsuit to both sides, the parties have agreed to the settlement, which releases DISH and its affiliates from any liability for certain wage and hour claims, while providing compensation to class members as set forth below.

- **Your legal rights are affected by whether you act, or don't act. Read this notice carefully. Your Options vary depending on whether you were a current employee of DISH as of July 18, 2017**.

CURRENT EMPLOYEES (FORMER EMPLOYEES SEE NEXT SECTION)

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT IF YOU WERE A *CURRENT* EMPLOYEE OF DISH AS OF JULY 18, 2017.	
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against DISH about the legal claims in this case.
OBJECT	Write to the Court about why you don't like the settlement. Taking this step will not prevent you from also recovering money under the settlement.
GO TO A HEARING	Ask to speak to the Court about the fairness of the settlement. Taking this step will not prevent you from also recovering money under the settlement.
DO NOTHING	Get a payment. Give up rights.

FORMER EMPLOYEES

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT IF YOU WERE A *FORMER* EMPLOYEE OF DISH AS OF JULY 18, 2017.	
SUBMIT A CLAIM FORM	**The only way to get a payment.**
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against DISH about the legal claims in this case.
OBJECT	Write to the Court about why you don't like the settlement. Taking this step will not prevent you from also recovering money under the settlement, provided you submit a claim form.
GO TO A HEARING	Ask to speak to the Court about the fairness of the settlement. Taking this step will not prevent you from also recovering money under the settlement, provided you submit a claim form.
DO NOTHING	Get **no** payment. Give up rights.

- These rights and options – and the deadlines to exercise them – are explained in this notice.
- The Court in charge of this case still must decide whether to approve the settlement. Payments will be distributed only if the Court approves the settlement and after any appeals are resolved. Please be patient.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this class action lawsuit has been brought.

You have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement and after objections and appeals are resolved, a Claims Administrator appointed by the Court will distribute payments provided in the settlement.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

The Court in charge of this case is the San Diego County Superior Court, and the case is known as *Jose Tajonar v. Echosphere L.L.C., et al.*, Case No. 37-2014-00041384-CU-OE-CTL ("the Action").

1. What is this lawsuit about?

On August 19, 2014, Plaintiff Jose Tajonar ("Plaintiff" or "Class Representative") filed a lawsuit against DISH and related entities in San Diego County Superior Court. The lawsuit alleges violations of the California Labor Code, Industrial Welfare Commission Wage Orders, and the California Business and Professions Code. Plaintiff seeks to certify two separate classes: 1) a class of all individuals employed by DISH in the State of California as a Field Service Specialist I, II, III and/or IV or a DISH Tech 1, 2, 3 and/or 4 during the period of time beginning on September 23, 2010 through and including November 29, 2016; and 2) a class of all individuals employed by DISH in the State of California at any time during the period of time beginning on

October 17, 2013 through and including December 25, 2014. On behalf of the first class, Plaintiff asserts claims for alleged failure to provide access to employee payroll and personnel records, failure to pay appropriate overtime and double-time compensation, failure to provide meal periods within the required time, failure to make wage payments within the required time, failure to provide accurate wage statements, failure to maintain required records, violation of the Private Attorneys General Act ("PAGA"), and unfair business practices. On behalf of the second class, Plaintiff asserts claims for alleged failure to provide accurate wage statements and a related violation of PAGA.

DISH DENIES ANY WRONGDOING AND ASSERTS THAT PLAINTIFF AND PURPORTED CLASS MEMBERS HAVE BEEN PAID ALL COMPENSATION DUE AND OWING IN ACCORDANCE WITH THE REQUIREMENTS OF LOCAL, STATE AND FEDERAL LAWS.

2. Why is this a class action?

In a class action, Plaintiff sued on behalf of people who have similar claims. All these people are referred to as the Settlement Class. The Court will resolve the issues for all members of the Settlement Class, except for those who exclude themselves from the Settlement Class. Judge Joel Pressman is in charge of this class action.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiff or DISH. Plaintiff thinks he could have prevailed at trial. DISH thinks the Plaintiff would not have prevailed at trial. But, there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost, risk and uncertainty of litigation and trial, and the people affected will get compensation. The Class Representative and the attorneys for the Settlement Class think the settlement is in the best interests of all members of the Settlement Class.

4. How do I know if I am part of the settlement?

The Settlement Class in this settlement includes two groups, the "Non-Exempt Settlement Class" and the "Wage Statement Settlement Class." You may be a part of one or both groups. Everyone who fits the following description is a Non-Exempt Settlement Class Member:

> *All individuals employed by DISH Network L.L.C. in the State of California as a Field Service Specialist I, II, III and/or IV or a Dish Tech 1, 2, 3 and/or 4 during the period of time beginning on September 23, 2010 through and including November 29, 2016.*

Everyone who fits the following description is a Wage Statement Settlement Class Member:

> *All individuals employed by DISH Network L.L.C. in the State of California at any time during the period of time beginning on October 17, 2013 through and including December 25, 2014.*

If you received this Notice Form by mail in an envelope addressed specifically to you, a preliminary determination already has been made that you are a member of one or both groups.

5. What does the settlement provide?

DISH will pay up to $5,000,000 to settle Settlement Class members' claims. From this amount, the following deductions will be made: attorneys' fees and litigation costs and expenses up to $1,666,500 to Class Counsel (defined below), subject to the approval of the Court; settlement administration expenses estimated to be $19,500.00 payable to Phoenix Settlement Administrators, the Settlement Administrator, for its services administering the settlement; a service payment to the Class Representative, Jose Tajonar, in recognition of his contribution to and efforts in this case and in consideration of his general release of all claims against DISH, not to exceed $7,500, subject to the approval of the Court; and a payment of $15,000 to the California Labor & Workforce Development Agency as its share of Private Attorney General Act penalties. The amount remaining after these deductions (the "Maximum Net Settlement Proceeds") will be available for payments to members of the Settlement Class.

6. How can I get a settlement payment and how much will it be?

If you are a current DISH employee as of July 18, 2017, and do not timely return a valid Request for Exclusion form (discussed below), then you are eligible to receive a settlement payment. If you are a former DISH employee as of July 18, 2017, and submit a valid and timely Claim Form (discussed below), then you are eligible to receive a settlement payment.

Each eligible individual's share of the Maximum Net Settlement Proceeds will be determined by a formula that factors the number of pay periods the individual was employed by DISH in a qualifying position in California during the time periods applicable to the classes in which s/he is a member. **The gross amount you can expect to receive if you participate in the settlement is set forth on the enclosed Claim Form, although this number may change, subject to the number of claims submitted and the final ruling of the Court.** Any payment that you receive as a result of your membership in the Non-Exempt Settlement Class shall be characterized as 50% wages and 50% penalties and interest. Any payment that you receive as a result of your membership in the Wage Statement Settlement Class shall be characterized as 100% penalties. The payment shall be subject to appropriate withholding for the employee portion of applicable payroll taxes relating to the wage portion of the settlement payment.

You will not be entitled to any additional compensation or benefits as a result of having received a payment under this settlement. For example, receipt of payment will not entitle you to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period of time covered by the settlement. Nor will receipt of a payment entitle you to any increased retirement, 401(k) benefits or matching benefits, or other compensation benefits.

NOTE: DISH's records regarding the number of pay periods that you were employed will control unless you are able to provide documentation that establishes that those records are in error. If there is a dispute about whether DISH's information or yours is accurate, the Settlement Administrator may be asked to resolve the dispute, and its decision will be final.

7. When would I get my settlement payment?

The Court will hold a hearing on November 3, 2017 at 10:30 a.m**.** to decide whether to approve the settlement. After that, there may be appeals, and resolving them can take time, perhaps more than a year. Please be patient.

8. What am I giving up to get a settlement payment or stay in the Settlement Class?

Unless you exclude yourself, you will remain a Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against DISH about the legal issues in this case. It also means that all of the Court's orders, and the Release, will apply to you.

When the settlement becomes final, members of the Settlement Class who have not properly excluded themselves fully release and discharge 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 ("Released Parties") from the following claims.

Each individual who is a member of the Non-Exempt 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 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").

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 that 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, without limitation: (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.

If you fail to timely exclude yourself from the settlement and the settlement receives final approval from the Court, you will be bound by this release.

9. What are my options?

PLEASE NOTE THAT THE PARTICIPATION REQUIREMENTS ARE DIFFERENT DEPENDING ON WHETHER YOU WERE A CURRENT EMPLOYEE OR FORMER EMPLOYEE AS OF JULY 18, 2017.

If you were a **CURRENT DISH employee** as of that date, your options are as follows:

- **OPTION 1 – *DO NOTHING***

IF YOU WISH TO REMAIN A SETTLEMENT CLASS MEMBER AND OBTAIN ANY SHARE OF THE SETTLEMENT THAT YOU MAY BE ENTITLED TO RECEIVE, YOU DO NOT NEED TO DO ANYTHING. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you do nothing and the Court approves the proposed settlement, you will be mailed your share of the settlement proceeds.

- **OPTION 2 – *OBJECT TO THE SETTLEMENT***

If you wish to remain a member of the Settlement Class, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the final settlement hearing, you may object to the proposed settlement in writing. You may also appear at the final approval hearing, either in person or through an attorney at your own expense, provided you provide advance notice of your intent to do so. All written objections, supporting papers, and/or notices of intent to appear at the final approval hearing must (a) clearly identify the case name and number, and (b) be submitted to the Settlement Administrator by mailing to Tajonar v. Echosphere L.L.C., c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Objections and/or notices of intent to appear at the final approval hearing must be mailed or hand-delivered to the Settlement Administrator no later than October 24, 2017.

- **OPTION 3 – *EXCLUDE YOURSELF FROM THE SETTLEMENT***

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any payments from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against DISH and pursue your own claims in a separate lawsuit. You can opt out of the Settlement Class by completing the enclosed Request for Exclusion Form and returning it by U.S. mail to the Settlement Administrator, Phoenix Settlement Administrators, at P.O. Box 7208, Orange, CA 92863, such that it is postmarked no later than October 24, 2017.

If you are a **FORMER DISH employee** as of July 18, 2017 your options are as follows**:**

- **OPTION 1 – *MAIL THE ENCLOSED CLAIM FORM***

IF YOU WISH TO REMAIN A SETTLEMENT CLASS MEMBER AND OBTAIN ANY SHARE OF THE SETTLEMENT THAT YOU MAY BE ENTITLED TO RECEIVE, THEN YOU MUST SUBMIT A TIMELY AND VALID CLAIM FORM. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you submit a timely and valid Claim Form and the Court approves the proposed settlement, then you will be mailed your share of the settlement proceeds. Your claim form must be postmarked on or before October 24, 2017. It must be sent via U.S. mail to: Phoenix Settlement Administrators (the "Settlement Administrator") at P.O. Box 7208, Orange, CA 92863. If you lose, misplace, or need another Claim Form, you may contact the Settlement Administrator to obtain a new form.

- **OPTION 2 – *OBJECT TO THE SETTLEMENT***

If you wish to remain a member of the Settlement Class, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the final settlement hearing, you may object to the proposed settlement in writing. You may also appear at the final approval hearing, either in person or through an attorney at your own expense, provided you provide advance notice of your intent to do so. All written objections, supporting papers, and/or notices of intent to appear at the final approval hearing must (a) clearly identify the case name and number, and (b) be submitted to the Settlement Administrator by mailing or hand-delivering to P.O. Box 7208, Orange, CA 92863. Objections and/or notices of intent to appear at the final approval hearing must be mailed or hand-delivered to the Settlement Administrator no later than October 24, 2017.

IF YOU INTEND TO OBJECT TO THE SETTLEMENT, BUT WISH TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST TIMELY SUBMIT YOUR CLAIM FORM AS STATED ABOVE. IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS, AND YOU HAVE NOT TIMELY SUBMITTED A CLAIM FORM, THEN YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT.

- **OPTION 3 – *EXCLUDE YOURSELF FROM THE SETTLEMENT***

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any payments from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against DISH and pursue your own claims in a separate lawsuit. You can opt out of the Settlement Class by completing the enclosed Request for Exclusion Form and returning it by U.S. mail to the Settlement Administrator, Phoenix Settlement Administrators, at P.O. Box 7208, Orange, CA 92863, such that it is postmarked no later than October 24, 2017.

DO NOT SUBMIT BOTH THE CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH, THE REQUEST FOR EXCLUSION WILL BE INVALID, YOU WILL BE INCLUDED IN THE SETTLEMENT CLASS, AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

- **OPTION 4 – *DO NOTHING***

If you do not file a Claim Form (Option 1), object to the settlement (Option 2), or exclude yourself from the settlement (Option 3), then by default you will remain a member of the Settlement Class and will be bound by the Court's judgment in this case; however, you will not receive any money from this settlement because you did not submit a timely and valid Claim Form.

10. Do I have a lawyer in this case?

Thomas Rutledge, Esq. is Class Counsel and will represent you and other members of the Settlement Class. You will not be charged for services rendered by Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel's contact information is as follows: Thomas D. Rutledge, 500 West Harbor Drive, Suite 1113, San Diego, California 92101, Tel: 619.886.7224, Fax: 619.259.5455.

11. How will these lawyers be paid?

Class Counsel will ask the Court to approve payment of attorneys' fees, costs and expenses of up to $1,666,500, which shall be paid by DISH as part of the settlement fund. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. DISH has agreed not to oppose these fees, costs and expenses. The costs to administer the settlement will also be deducted from the Settlement fund.

12. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

13. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to approve the settlement. The final approval hearing will be held on November 3, 2017 at 10:30 a.m**.** At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections or requests to be heard, the Court may consider them at the hearing. The Court may also decide the amount of attorneys' fees and costs to be paid to Class Counsel.

14. Do I have to come to the Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

15. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear at the *Tajonar, et al v. Echosphere L.L.C., et al.*, final approval hearing." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than October 24, 2017, and be sent to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863. You cannot speak at the hearing if you excluded yourself. Members of the Settlement Class who fail to properly or timely send such Notice of Intention to Appear as provided above shall not be heard during the final approval hearing, nor shall their comments be considered by the Court.

16. How do I get more information?

The foregoing is only a summary of the circumstances surrounding the litigation, the claims asserted, the class, the settlement, and related matters. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For more detailed information, you may review the pleadings, records, and other papers on file in this litigation, which may be inspected during regular business hours at the office of Thomas Rutledge, 500 West Harbor Drive, Suite 1113, San Diego, California 92101. If you have any questions or desire any additional information, you can call Class Counsel, whose phone number is 619-886-7224 or contact the Settlement Administrator at 888-601-0540.

BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA