

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

CITY OF HALLANDALE BEACH POLICE  
OFFICERS' AND FIREFIGHTERS' PERSONNEL  
RETIREMENT TRUST, on Behalf of Itself and All  
Others Similarly Situated,

Plaintiff,

v.

CHARLES W. ERGEN, MICHAEL T. DUGAN,  
DAVID J. RAYNER, ECHOSTAR CORP.,  
ECHOSTAR BSS CORP., HUGHES SATELLITE  
SYSTEMS CORP., DISH NETWORK CORP., and  
BSS MERGER SUB, INC.

Defendants.

Case No.: A-19-797799-B

Dept. No.: XI

**NOTICE OF PROPOSED CLASS ACTION  
SETTLEMENT**

**NOTICE OF (I) PROPOSED CLASS ACTION SETTLEMENT; (II) SETTLEMENT HEARING; AND (III)  
APPLICATION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

**This Legal Notice May Affect Your Rights. Do Not Discard And Please Read Carefully.**

*(This is a Court-authorized Notice. This Notice is not from a lawyer. You are not being sued.)*

**TO: Any record holders and all beneficial owners of Class A common stock of EchoStar Corporation ("EchoStar") who held or owned such stock on August 19, 2019 and received shares of Class A common stock of DISH Network Corporation ("DISH") in connection with the sale of EchoStar's broadcast satellite services business to DISH, including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them (the "Class").**

The action entitled *City of Hallandale Beach Police Officers' and Firefighters' Personnel Retirement Trust v. Charles W. Ergen, et al.*, Case No. A-19-797799-B, ("Action") is pending in the Eighth Judicial District Court, Clark County, Nevada. The plaintiff in the Action ("Plaintiff") is City of Hallandale Beach Police Officers' and Firefighters' Personnel Retirement Trust. The defendants in the Action ("Defendants") are Charles W. Ergen ("Ergen"), Michael T. Dugan ("Dugan"), David J. Rayner ("Rayner"), EchoStar, EchoStar BSS Corporation, Hughes Satellite Systems Corporation ("HSSC"), DISH and BSS Merger Sub. Defendants Dugan, Rayner, EchoStar, EchoStar BSS Corporation and HSSC are collectively referred to as the "EchoStar Defendants." Defendants DISH and BSS Merger Sub are collectively referred to as the "DISH Defendants."

The Action concerns EchoStar's sale of a number of assets, primarily from its broadcast satellite services business, to DISH in exchange for DISH Class A common stock that was distributed to EchoStar's shareholders (the "Merger"). Plaintiff alleged that Defendant Ergen, the controlling shareholder of EchoStar and DISH, consummated the Merger through an unfair process and for unfair consideration in order to benefit DISH at EchoStar's expense, and thus breached his fiduciary duties to EchoStar's minority shareholders. Plaintiff further alleged that the EchoStar Defendants and DISH Defendants aided and abetted Ergen's breaches. Defendants have denied all of Plaintiff's claims. Defendants assert that Mr. Ergen did not interfere with the consideration or approval of the Merger and breached no duties. Defendants maintain that the Merger was negotiated and approved pursuant to EchoStar and DISH's Related Party Transaction policies designed for transactions between EchoStar and DISH. Defendants further assert that the process by which the Merger was negotiated and approved was appropriate and that the consideration was fair to EchoStar shareholders and that the Merger was a prudent business decision for EchoStar.

The Parties<sup>1</sup> to the Action have reached a proposed Settlement of **\$21,000,000 in cash**. If you held shares of EchoStar Class A common stock on August 19, 2019, you may be eligible for a payment from the Settlement.

If the Settlement is approved by the Court and becomes Final, the Net Settlement Fund for the Settlement will be distributed in accordance with a plan of allocation to be approved by the Court. The proposed plan of allocation for the Net Settlement Fund (the “Plan of Allocation”) is set forth in Appendix A at the end of this Notice.

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of payment from the Settlement. If you are a member of the Class, your legal rights will be affected whether or not you act.**

**If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the proposed Settlement, please DO NOT contact the Court, Defendants, or Defendants’ Counsel. All questions should be directed to the Administrator or Class Counsel, whose contact information can be found below.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM EITHER ELECTRONICALLY OR POSTMARKED NO LATER THAN NOVEMBER 27, 2021</b>	<b>This is the only way to be eligible to receive a payment from the proceeds of the Settlement.</b> If you are a member of the Class, you will be bound by the Settlement, if approved, and you will give up any Plaintiff Released Claims (as defined herein) that you have against Defendants. Accordingly, it is in your interest to submit a Claim Form.
<b>YOU DO NOT HAVE THE OPPORTUNITY TO BE EXCLUDED</b>	Because the opt-out period for the certification of the Class expired on June 2, 2021, the Settlement does not provide any right for Class Members to opt-out of the Settlement. Class Members may voice objections, as described below.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 16, 2021</b>	If you object to the proposed Settlement, the Plan of Allocation, or Class Counsel’s request for attorneys’ fees and litigation expenses (“Fee and Expense Application”) and an incentive award for Plaintiff, and you are a member of the Class affected by the Settlement, you may write to the Court and explain why you object to the Settlement, the Plan of Allocation, Fee and Expense Application, or request for an incentive award for Plaintiff. See below for more detail on how to file and serve an objection.  You cannot object to the Settlement, the Plan of Allocation, Fee and Expense Application or the request for an incentive award for Plaintiff in the Action unless you are a member of the Class and did not previously exclude yourself.
<b>ATTEND A HEARING CONCERNING THE SETTLEMENT ON DECEMBER 6, 2021, AT 9:00 A.M.</b>	Filing a written objection and notice of intention to appear by November 16, 2021 allows you to speak in the Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, Fee and Expense Application and/or request for Plaintiff’s incentive award that is before that Court. At the discretion of the Court, the final Settlement Hearing may be conducted by videoconference or telephone. In such an event, information concerning how to participate in the final Settlement Hearing will be posted to the website <a href="http://www.EchoStarShareholderLitigation.com">www.EchoStarShareholderLitigation.com</a> subject to approval of the Court.
<b>DO NOTHING</b>	<b>If you are a member of the Class and do not submit a valid Claim Form, you will <u>not</u> be eligible to share in the distribution of the net proceeds of the Settlement obtained on behalf of the Class in which you are a member.</b> You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are resolved by the Settlement, and you will be bound by any judgment or orders entered by the Court with respect to the Settlement.

<sup>1</sup> Capitalized terms not defined herein have the meaning ascribed in the June 18, 2021 Stipulation and Agreement of Settlement, which is available at [www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com).

## **I. INTRODUCTION**

### ***What is the purpose of this Notice?***

The purpose of this Notice is to inform you that the class action lawsuit pending against Defendants, based on defendant Ergen's alleged breaches of fiduciary duties in connection with the Merger, and the EchoStar and DISH Defendants' alleged aiding and abetting of those alleged breaches, has reached a proposed Settlement. Judge Elizabeth Gonzalez of the Eighth Judicial District Court, Clark County, Nevada (the "Court"), is presiding over this Action. The Court overseeing the Action directed that you receive this Notice because, as a potential member of the Class, you have a right to know about your options before the Court rules on the proposed Settlement. You have a right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and Plan of Allocation, the Administrator approved by the Court will make payments to Authorized Claimants (*i.e.*, those Class Members who submit valid Claim Forms) pursuant to the Settlement after any and all objections and appeals are resolved.

## **II. WHAT IS THE ACTION ABOUT?**

This Action concerns the Merger in which EchoStar sold a number of assets, primarily from its broadcast satellite services business, to DISH in exchange for DISH Class A common stock that was distributed to EchoStar's shareholders.

EchoStar and DISH announced the execution of a Merger agreement on May 20, 2019. On August 19, 2019, EchoStar filed a Schedule 14C concerning the Merger with the United States Securities and Exchange Commission (the "SEC"). EchoStar and DISH closed the Merger on September 10, 2019.

On July 2, 2019, Plaintiff filed a Verified Class Action Complaint (the "Complaint") alleging claims against Ergen, Dugan and Rayner, and EchoStar's directors for breaches of fiduciary duty in connection with the Merger, and against the EchoStar Defendants and DISH Defendants for aiding and abetting thereof. Defendants and EchoStar's entire board of directors, including R. Stanton Dodge, Anthony M. Federico, Pradman P. Kaul, C. Michael Schroeder, and Jeffrey R. Tarr, filed motions to dismiss the Complaint on September 5, 2019.

On October 11, 2019, Plaintiff filed an Amended Verified Class Action Complaint (the "Amended Complaint") alleging claims against Ergen for breaches of fiduciary duty in connection with the Merger, and against the EchoStar Defendants and DISH Defendants for aiding and abetting thereof. Plaintiff alleged that defendant Ergen, the controlling shareholder of EchoStar and DISH, consummated the Merger through an unfair process and for unfair consideration in order to benefit DISH at EchoStar's expense, and thus breached his fiduciary duties to EchoStar's minority shareholders. Plaintiff further alleged that the EchoStar Defendants and DISH Defendants aided and abetted Ergen's breaches.

Ergen moved to dismiss the Amended Complaint on November 8, 2019. The EchoStar Defendants and DISH Defendants filed their respective motions to dismiss on November 11, 2019. The Parties fully briefed the motions. At a January 13, 2020 hearing, the Court denied the motions in their entirety.

On February 10, 2020, Defendants filed their respective Answers to the Amended Complaint. On June 15, 2020, the Parties attended a telephonic Nevada Rules of Civil Procedure ("NRCP") Rule 16 Conference before the Court. On June 26, 2020, the Parties exchanged their NRCP 16.1 initial disclosures. Thereafter, the Parties commenced discovery.

Beginning on July 2, 2020 and over the course of the litigation, Plaintiff served on all Defendants two requests for production of documents and interrogatories, and a third set of interrogatories on the EchoStar Defendants. During the same period, the EchoStar Defendants served on Plaintiff requests for production of documents and two sets of interrogatories. Defendants produced to Plaintiff over 27,000 documents totaling more than 156,000 pages in this Action, and served on Plaintiff responses and objections to each of Plaintiff's interrogatories. Plaintiff produced over 300 pages of documents and served on Defendants responses and objections to each of Defendants' interrogatories.

On July 20, 2020, Plaintiff filed its Unopposed Motion for Leave to Issue Subpoenas, which the Court granted on August 3, 2020. Between August 4, 2020 and January 11, 2021, Plaintiff issued third-party subpoenas on each of (i) EchoStar's real estate broker CBRE Group, Inc., which valued the real property EchoStar sold to DISH in the Merger; (ii) EchoStar's financial advisor Deutsche Bank Securities Inc. ("Deutsche Bank"); (iii) DISH's financial advisor BofA

Securities, Inc. (“BofA”); (iv) investment bank JP Morgan Chase & Co.; and (v) the head of BofA’s deal team on the Merger. Collectively, the third-parties produced over 9,000 documents consisting of over 55,000 pages.

On October 16, 2020, Plaintiff filed a motion for class certification. Defendants deposed Plaintiff’s external investment advisor and the Chairman of Plaintiff’s Board of Trustees on November 13 and 20, 2020, respectively. After full briefing by the Parties, the Court granted Plaintiff’s motion for class certification on January 15, 2021.

Between February 16, 2021 and March 18, 2021, Plaintiff deposed five fact witnesses: (i) EchoStar’s Chief Strategy Officer, (ii) a representative of BofA, (iii) DISH’s Chief Financial Officer (“CFO”), (iv) EchoStar’s Vice President, Finance, and (v) a representative of Deutsche Bank. Then, on April 6 and April 9, 2021, Plaintiff deposed EchoStar’s CFO Rayner and DISH’s Treasurer, respectively.

On April 22, 2021, the Parties exchanged initial expert reports.

On May 4 and May 6, 2021, Plaintiff deposed two of EchoStar’s directors.

On May 10, 2021, the Parties participated in an approximately 12-hour mediation. On May 17, 2021, the Parties reached an agreement in principle to settle the Action for \$21,000,000.00 in cash, and executed a binding term sheet (the “Term Sheet”) setting forth the substantive terms of the Settlement.

On June 18, 2021, the Parties executed the Stipulation and jointly moved the Court to preliminarily approve the Settlement and order the Notice of the Settlement to be disseminated to the Class.

### **III. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?**

#### ***What is a class action?***

In a class action lawsuit, one or more people called a “Class Representative” (in this case, City of Hallandale Beach Police Officers’ and Firefighters’ Personnel Retirement Trust) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The Class Representative who sued is the “Plaintiff.” The people and the entities who have been sued (in this case, Ergen, the EchoStar Defendants, and the DISH Defendants) are the “Defendants.”

The Court has decided that the law firms of Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP, Kessler Topaz Meltzer & Check, LLP, and Klausner, Kaufman, Jensen & Levinson (collectively “Class Counsel”) are qualified to represent you and all Class Members. If you are a member of the Class, you are represented by Class Counsel, unless you enter an appearance in the Court through counsel of your own choice at your own expense.

#### ***Why is this lawsuit a class action and who is included in the Class definition?***

On January 15, 2021, the Court ordered that this Action may be maintained as a class action with respect to claims asserted on behalf of a Class defined as:

Any record holders and all beneficial owners of the Class A common stock of EchoStar who held or owned such stock on August 19, 2019 and received the Merger consideration, including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them. Excluded from the Class are (i) Defendants and their immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors or assigns; and (ii) any entity in which any Defendant has had a direct or indirect controlling interest.

Notice of this class certification order was disseminated to Class Members by mail, publication and on the website [www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com), pursuant to the Court’s order. The Class was certified as an opt-out class, which means that Class Members had the right to submit a form to exclude themselves from being members of the Class. The deadline for submitting exclusion forms to opt-out of the Class was June 2, 2021. As such, if you have not previously submitted an exclusion and are receiving this Notice, then you are a Class Member and will be bound by any judgment and

orders issued by the Court in connection with the Action.

#### **IV. HOW AND WHY DID THE LAWSUIT SETTLE?**

##### ***How did this lawsuit settle?***

As noted above, on May 10, 2021, the parties voluntarily participated in a full-day mediation before the Honorable Layn R. Phillips, a retired federal judge who previously presided over the United States District Court for the Western District of Oklahoma. The mediation did not result in a resolution of the Action. Following the full-day mediation, the Parties continued to engage with the mediator to reach a resolution. On May 17, 2021, the parties reached an agreement in principle to settle the Action for a total of \$21 million in cash (the “Settlement Amount”).

In regard to the Settlement, the Honorable Layn R. Phillips states: “There is no doubt that the Settlement is the result of hard-fought, arm’s-length negotiations and is the best Settlement that the Class could obtain. Indeed, the Settlement Amount was only agreed upon as a result of my office making a mediator’s proposal to bridge the gap between the Parties.”

On June 18, 2021, the Parties entered into the Stipulation, which sets forth the terms and conditions of the Settlement. The Stipulation is available at [www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com).

On July 30, 2021, the Court entered an Order preliminarily approving the Settlement. This Order authorized this Notice to be disseminated to potential members of the Class and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

##### ***What are the Parties’ reasons for the Settlement?***

Plaintiff and Class Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through summary judgment, trial, and appeals, as well as the very substantial risk they would face in establishing liability and damages. In light of the risks, the amount of the Settlement, and the immediacy of recovery to the Class, Plaintiff and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class. Plaintiff and Class Counsel believe that the Settlement provides a substantial benefit to the applicable Class, as compared to the risk that the claims asserted would produce a smaller recovery, or no recovery, possibly years in the future after summary judgment, trial, and appeals.

Defendants have agreed to the Settlement in order to avoid the expense, distraction and risk of litigation. Neither the Stipulation nor this Notice shall be deemed an admission of the validity or infirmity of any claim against any Defendant, or the liability or non-liability of any Defendant. The Settlement shall not be construed as an admission of any wrongdoing by any of the Defendants, and neither the Stipulation nor this Notice may be used or offered in any proceeding for any purpose, except to enforce the terms of the Term Sheet or the Stipulation in the Court.

##### ***What might happen if there was not a Settlement?***

If there was not a Settlement of this Action and Plaintiff failed to establish any essential legal or factual element of their claims against Defendants, neither Plaintiff nor the other members of the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, members of the Class could recover substantially less than the amounts provided in the Settlement, or nothing at all.

#### **V. HOW ARE MEMBERS OF THE CLASS AFFECTED BY THE ACTION AND THE SETTLEMENT?**

If you have not excluded yourself from the Class in connection with the certification of the Class by the June 2, 2021 deadline, you do not have the opportunity to exclude yourself from the Settlement.

If you are a member of the Class and you wish to object to the Settlement, the Plan of Allocation, Class Counsel’s

Fee and Expense Application and/or the request for an incentive award for Plaintiff, you may present your objections by following the instructions found below.

If the Settlement is approved, the Court will enter a judgment (the “Order and Final Judgment”). The Order and Final Judgment will dismiss the Action as to Plaintiff and the Settlement Class as against the Defendants and will provide that, upon the Effective Date, there shall be a complete discharge, dismissal with prejudice, settlement and release, and an injunction barring: (i) Plaintiff Released Claims<sup>2</sup> against the Defendant Released Parties<sup>3</sup> by the Plaintiff Releasing Parties<sup>4</sup>; (ii) Defendant Released Claims<sup>5</sup> against the Plaintiff Released Parties<sup>6</sup> by the Defendants; and (iii) Defendant Inter-Released Claims<sup>7</sup> against the Defendant Inter-Released Parties<sup>8</sup> by the Defendant Inter-Releasing Parties.<sup>9</sup>

Upon the Effective Date of the Settlement, Plaintiff and Defendants shall have expressly waived, and each of the other Class Members shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law that is similar, comparable or equivalent to California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties acknowledge, and the members of the Class shall be deemed by operation of entry of the Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which the release is a part.

## **VI. YOUR RIGHTS AND OPTIONS**

### ***How do I participate in the Settlement?***

To be eligible for a payment from the Settlement, you must be a member of the Class, and you must timely complete and return the Claim Form with adequate supporting documentation postmarked or electronically submitted no later than November 27, 2021. A Claim Form is included with this Notice, or you may obtain one from the website maintained by

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<sup>2</sup> “Plaintiff Released Claims” means all claims, demands, losses, liabilities, rights, causes of action of any nature whatsoever, whether known claims or Unknown Claims (as defined herein), whether legal or equitable, whether foreign or domestic, whether arising under federal, state, common, or foreign law, whether brought directly or derivatively (i) that have been or could have been asserted in the Action by the Plaintiff Releasing Parties and (ii) that arise out of, are based upon, or relate in any way, directly or indirectly, to the Merger or any of the acts, transactions, facts, events, matters, occurrences, representations or omissions that relate, directly or indirectly, to the Merger. Plaintiff Released Claims do not include claims to enforce the Settlement. “Unknown Claims” means any claim that Plaintiff, any Settlement Class member, or Defendants, do not know or suspect to exist in his, her, or its favor at the time of the Settlement, even if such claim, if known by him, her, or it, might have affected his, her, or its decisions with respect to this Settlement.

<sup>3</sup> “Defendant Released Parties” means (a) Defendants; (b) the present and former parents, subsidiaries, divisions, and affiliates of each Defendant; (c) the present and former employees, officers and directors of each Defendant; (d) the present and former representatives, attorneys, insurers, and agents of each Defendant; and (e) the predecessors, heirs, successors and assigns of each of the foregoing.

<sup>4</sup> “Plaintiff Releasing Parties” means Plaintiff and all members of the Settlement Class on behalf of themselves and their successors, assigns, executors, administrators, representatives, attorneys, and agents (all in their capacities as such).

<sup>5</sup> “Defendant Released Claims” means all claims relating to the institution, prosecution, or settlement of the Action, including, but not limited to, Unknown Claims. Defendant Released Claims do not include claims to enforce the Settlement.

<sup>6</sup> “Plaintiff Released Parties” means Plaintiff, its related persons and counsel, and the Settlement Class.

<sup>7</sup> “Defendant Inter-Released Claims” means all claims, demands, losses, liabilities, rights, causes of action of any nature whatsoever, whether known claims or Unknown Claims, whether legal or equitable, whether foreign or domestic, whether arising under federal, state, common, or foreign law, whether brought directly or derivatively and including, but not limited to, any claims for contribution or indemnity (i) that have been or could have been asserted in the Action by the Defendant Inter-Releasing Parties; and (ii) that arise out of, are based upon, or relate in any way, directly or indirectly, to the Merger or any of the acts, transactions, facts, events, matters, occurrences, representations or omissions that relate, directly or indirectly, to the Merger, the Action or this Settlement, or any term, condition or provision thereof.

<sup>8</sup> “Defendant Inter-Released Parties” means Defendants and their present and former parents, subsidiaries, divisions, affiliates, heirs, predecessors, successors and assigns, and the present and former officers, directors, representatives, attorneys, employees, officers, directors of each of the foregoing.

<sup>9</sup> “Defendant Inter-Releasing Parties” means Defendants and each of their parents, affiliates, officers, directors, subsidiaries and past or present heirs, successors and assigns (all in their capacities as such).

the Administrator for the Settlement, [www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com). You may also request that a Claim Form be mailed to you by calling the Administrator at 1-877-933-2890 or by emailing the Administrator at [info@echostarshareholderlitigation.com](mailto:info@echostarshareholderlitigation.com). Please retain all records of your ownership of EchoStar common stock during the relevant time period, as they will be needed to document your Claim. The Parties and Administrator do not have information about your transactions in EchoStar common stock.

At this time, it is not possible to make any determination as to how much any individual member of the Class may receive from the Settlement, if approved by the Court. The Net Settlement Fund will be distributed to eligible Class Members who submit a validated Claim Form on a *pro rata* basis based on the relative size of their shares of EchoStar Class A common stock on August 19, 2019 and for which they received the Merger consideration.

***Can I be excluded from the Settlement and pursue my own claim?***

If you did not exclude yourself from the Class in connection with the certification of the Class by the June 2, 2021, deadline you do not have the opportunity to exclude yourself from the Settlement.

**VII. WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?**

Class Counsel has not received any payment for their services in pursuing claims against Defendants in the Action on behalf of the Class, and have advanced the funds to pay expenses necessarily incurred to prosecute the Action. Before final approval of the Settlement, Class Counsel will apply separately to the Court for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Fund. In addition, Class Counsel will apply to the Court for reimbursement of its litigation expenses paid or incurred in connection with the institution, prosecution, and resolution of the Action in an amount not to exceed \$500,000.00.

The Court will determine the amount of any award of attorneys' fees or reimbursement of litigation expenses in the Action. Any fees and litigation expenses awarded by the Court will be paid from the Settlement Amount only. Members of the Class are not personally liable for any such fees or expenses.

Class Counsel also intend to apply for a \$2,000.00 incentive award for Plaintiff, to be paid out of any attorneys' fees that are awarded to Class Counsel.

**VIII. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

Members of the Class do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a member of the Class does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.

Please Note: The date and time of the Settlement Hearing may change without further written notice to the Class. The Coronavirus (COVID-19) pandemic is a fluid situation that creates the possibility that the Court may decide to conduct its Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by phone, without further written notice to the Class. In order to determine whether the date and time of the Settlement Hearing has changed, or whether Class Members must or may participate by phone or video, you should consult the Settlement website, [www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com), before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or telephonic appearances at the hearing, will be posted to the Settlement website, [www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com). Also, if the Court requires or allows Class Members to participate in the Court's Settlement Hearing by video conference or telephone, the information needed for accessing the video or telephonic conference will be posted to: [www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com).

The Settlement Hearing will be held on December 6, 2021 at 9:00 a.m. at the Regional Justice Center, Courtroom 03E, 200 Lewis Ave., Las Vegas, NV 89155, to determine whether (i) the terms and conditions of the Settlement are fair, reasonable and adequate to the Class, and should therefore be approved; (ii) the proposed Plan of Allocation for the proceeds



of the Settlement is fair and reasonable and should be approved; (iii) a judgment should be entered granting a release of all of the Released Claims<sup>10</sup> against the Released Parties<sup>11</sup> and dismissing the Action with prejudice as against the Defendants; (iv) the Fee and Expense Application and the request for an incentive award for Plaintiff should be approved; and (v) the requirements of Rule 23 of the Nevada Rules of Civil Procedure and due process have been satisfied in connection with giving notice of the Settlement.

Any objections to the Settlement or related matters must be in writing and filed with the Court and submitted to applicable counsel as set forth in the following paragraphs. Only members of the Class may object to the Settlement, the Plan of Allocation, Class Counsel's Fee and Expense Application, and/or request for an incentive award for Plaintiff.

**IX. HOW DO I OBJECT TO THE SETTLEMENT?**

Any objection must be presented in writing and must contain the following information. The Court may not consider any objection that does not substantially include the following:

1. Your name, legal address, and telephone number;
2. Documents sufficient to prove membership in the Class, including documents showing the number of shares of EchoStar Class A common stock that the objecting Class Member owned as of close of trading on August 19, 2019, and receipt of the Merger consideration;
3. A statement of your position with respect to the matters to be heard at the Settlement Hearing, including a statement of each objection being made;
4. The grounds for each objection or the reasons for your desiring to appear to be heard;
5. Notice of whether you intend to appear at the Settlement Hearing, if the Settlement Hearing is held in-person (appearing at the Settlement Hearing is not required if you lodged your objection with the Court); and
6. Copies of any papers you intend to submit to the Court along with the names of any witness(es) you intend to call to testify at the Settlement Hearing and the subject(s) of their testimony.

You must timely deliver your written objections to the Court, Class Counsel, and Defendants' Counsel. **Your written objections must be on file with the clerk of the Court and served on the below counsel no later than November 16, 2021, twenty (20) calendar days before the Settlement Hearing.**

**Court Clerk**

Clerk of the Court  
200 Lewis Avenue  
Las Vegas, NV 89155

**Class Counsel**

Kessler Topaz Meltzer  
& Check, LLP  
J. Daniel Albert, Esq.  
280 King of Prussia Road  
Radnor, PA 19087

**Defendants' Counsel**

Paul, Weiss, Rifkind, Wharton &  
Garrison, LLP  
Richard A. Rosen, Esq.  
1285 Avenue of the Americas  
New York, NY 10019

and

Sullivan & Cromwell, LLP  
Brian T. Frawley, Esq.  
125 Broad Street  
New York, NY 10004

and

Wheeler Trigg O'Donnell, LLP  
Hugh Q. Gottschalk  
370 17th Street, Suite 4500

<sup>10</sup> "Released Claims" means Plaintiff Released Claims, Defendant Released Claims, and Defendant Inter-Released Claims.

<sup>11</sup> "Released Parties" means Defendant Released Parties, Plaintiff Released Parties, and Defendant Inter-Released Parties.



**X. OBTAINING MORE INFORMATION**

This Notice contains only a summary of the terms of the proposed Settlement. Copies of the Notice, the Stipulation, other key documents, and any orders entered by the Court related to the Settlement will be posted on the Action's website, [www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com).

All inquiries concerning the Notice and the enclosed Claim Form should be directed to:

*EchoStar Shareholder Litigation*  
A.B. Data, Ltd.  
P.O. Box 173058  
Milwaukee, WI 53217  
Telephone: 1-877-933-2890  
[info@echostarshareholderlitigation.com](mailto:info@echostarshareholderlitigation.com)  
[www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com)

Further information about this Notice and answers to questions concerning this Action may be obtained by writing, telephoning, or e-mailing Class Counsel:

J. Daniel Albert, Esq.  
**KESSLER TOPAZ MELTZER  
& CHECK, LLP**  
280 King of Prussia Road  
Radnor, PA 19087  
Telephone: (610) 667-7706  
Facsimile: (610) 667-7056  
[www.ktmc.com](http://www.ktmc.com)  
[dalbert@ktmc.com](mailto:dalbert@ktmc.com)

You may, of course, seek the advice and guidance of your own attorney if you desire.

**XI. NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If, for the beneficial interest of any person or entity other than yourself, you held or owned EchoStar Class A Common Stock on August 19, 2019 and received the Merger consideration, you MUST EITHER: (i) WITHIN SEVEN (7) CALENDAR DAYS of receipt of this Notice, request from the Administrator sufficient copies of the Notice to forward to all such beneficial owners and WITHIN SEVEN (7) CALENDAR DAYS of receipt of those Notices forward them to all such beneficial owners; or (ii) WITHIN SEVEN (7) CALENDAR DAYS of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to the Administrator at EchoStar Shareholder Litigation, c/o A.B. Data, Ltd., P.O. Box 173058, Milwaukee, WI 53217 or [info@echostarshareholderlitigation.com](mailto:info@echostarshareholderlitigation.com). If you choose the first option, YOU MUST send a statement to the Administrator confirming that the mailing was made and YOU MUST retain your mailing records for use in connection with any further notices that may be provided in the Action. If you choose the second option, the Administrator will send a copy of the Notice to the beneficial owners. Upon FULL AND TIMELY compliance with these directions, such nominees may seek reimbursement of reasonable expenses actually incurred by providing the Administrator with proper documentation supporting the expenses for which reimbursement is sought.

**DO NOT CONTACT THE COURT, THE COURT'S CLERK, OR THE JUDGE.  
THEY ARE NOT PERMITTED TO ADDRESS YOUR INQUIRIES OR QUESTIONS.**

DATED: AUGUST 19, 2021

BY ORDER OF THE  
DISTRICT COURT OF NEVADA

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NOTICE OF (I) PROPOSED CLASS ACTION SETTLEMENT; (II) SETTLEMENT HEARING; AND (III) APPLICATION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

*City Of Hallandale Beach Police Officers' And Firefighters' Personnel Retirement Trust v. Charlie W. Ergen, et al.*

For More Information, Please Call: 1-877-933-2890

EIGHTH JUDICIAL DISTRICT  
CLARK COUNTY  
APPENDIX A

**PROPOSED PLAN OF ALLOCATION FOR THE NET SETTLEMENT FUND**

This appendix sets forth the proposed Plan of Allocation for the Net Settlement Fund which is proposed by Plaintiff in this Action.<sup>12</sup> At the Settlement Hearing, Plaintiff will request that the Court approve the Plan of Allocation for the Net Settlement Fund.

**GENERAL MATTERS**

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those members of the Class who or which allegedly were damaged as a proximate result of the claims alleged in this Action. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that members of the Class might have been able to recover after a trial (if they recovered anything). Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to determine the *pro rata* allocation of the Net Settlement Fund to Authorized Claimants.

The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement, as well as a plan of allocation for the Settlement, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Effective Date of the Settlement occurs. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, the Administrator or the Plan of Allocation.

Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation for the Settlement will not affect the validity or effectiveness of the Settlement, if approved.

Unless the Court otherwise orders, any member of the Class who or which fails to submit a Claim Form **postmarked or electronically submitted on or before November 27, 2021** shall be fully and forever barred from receiving payment pursuant to the Settlement but will in all other respects remain a member of the Class of which he, she, or it was a member and will be subject to the provisions of the Stipulation, including the terms of any judgment(s) entered and the releases given.

The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claims of any member of the Class.

With respect to his, her, or its Claim Form, each Claimant who is a member of the Class shall be deemed to have submitted to the jurisdiction of the Court.

**PLAN OF ALLOCATION FOR THE NET SETTLEMENT FUND**

Pursuant to the Settlement, the Defendants have agreed to pay or cause to be paid a total of \$21,000,000 in cash (the "Settlement Amount"). The Settlement Amount will be deposited into an escrow account as is customary in settlements of this nature. The Settlement Amount plus any and all interest earned thereon, if any, following the funding of the Settlement Amount by Defendants or their insurers is referred to as the "Settlement Fund." If the Settlement is approved and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less Administrative Costs, Taxes, any award of attorneys' fees and litigation expenses, and any other costs or fees approved by the Court) will be distributed to Class Members who submit valid Claim Forms, in accordance with this proposed Plan of Allocation or such other plan

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<sup>12</sup> Capitalized terms not defined in this Appendix A have the meaning ascribed in the Notice of (I) Proposed Class Action Settlement; (II) Settlement Hearing; And (III) Application For Attorneys' Fees And Litigation Expenses (the "Notice") and/or the Stipulation and Agreement of Settlement (the "Stipulation"), which are available at [www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com).

of allocation as the Court may approve.

Only members of the Class will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Class by definition will not be eligible for a payment from the Net Settlement Fund.

**Determination of the Number of Eligible Shares:** For each Claimant that is a member of the Class, the number of Eligible Shares will be calculated based on information provided in the Claim Form and for which adequate documentation is provided, as follows.

- For each Claimant, the number of **Eligible Shares** is the number of shares of EchoStar Class A common stock that Claimant held as of the close of trading on August 19, 2019 and for which they received the Merger consideration.

**Determination of the Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their number of Eligible Shares. Specifically, a “Distribution Amount” for each Authorized Claimant shall be the Authorized Claimant’s number of Eligible Shares divided by the total number of Eligible Shares of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

### **ADDITIONAL PROVISIONS**

After the initial distribution of the Net Settlement Fund, the Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund after the initial distribution, if Class Counsel, in consultation with the Administrator, determine that it is cost-effective to do so, the Administrator, no less than seven (7) months after the initial distribution, will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Net Settlement Fund, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 in total from such re-distribution of the Net Settlement Fund. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Class Counsel, in consultation with the Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s), to be recommended by Class Counsel and approved by the Court.

Payment pursuant to the Plan of Allocation, or such other plan(s) of allocation as may be approved by Court, will be conclusive against all Claimants in the Settlement. No person or entity shall have any claim against Plaintiff, Class Counsel, the Administrator, or any other agent designated by Class Counsel, or the Defendant Released Parties and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Plaintiff and Defendants, and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Administrator, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

The Plan of Allocation set forth herein is the plan that is being proposed to the Court for approval. The Court may approve the applicable Plan of Allocation as proposed, or the Court may modify the plan without further notice to members of the Class. Any Order(s) regarding any modification of the Plan of Allocation will be posted on the website, [www.EchoStarShareholderLitigation.com](http://www.EchoStarShareholderLitigation.com).