

IN THE SUPREME COURT OF THE STATE OF NEVADA

PLUMBERS LOCAL UNION NO. 519
PENSION TRUST FUND; AND CITY OF
STERLING HEIGHTS POLICE AND FIRE
RETIREMENT SYSTEM, DERIVATIVELY
ON BEHALF OF NOMINAL DEFENDANT
DISH NETWORK CORPORATION,

Appellants,

vs.

CHARLES W. ERGEN; JAMES DEFRANCO;
CANTEY M. ERGEN; STEVEN R.
GOODBARN; DAVID K. MOSKOWITZ; TOM
A. ORTOLF; CARL E. VOGEL; GEORGE R.
BROKAW; JOSEPH P. CLAYTON; GARY S.
HOWARD; DISH NETWORK
CORPORATION, A NEVADA
CORPORATION; AND SPECIAL
LITIGATION COMMITTEE OF DISH
NETWORK CORPORATION,

Respondents.

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Supreme Court No. 81704

District Court No.
A-17-763397-B

JOINT APPENDIX

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[JA016875-JA017062]

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DISTRICT COURT

CLARK COUNTY, NEVADA

21 PLUMBERS LOCAL UNION NO. 519
22 PENSION TRUST FUND and CITY OF
23 STERLING HEIGHTS POLICE AND FIRE
24 RETIREMENT SYSTEM, derivatively on
25 behalf of nominal defendant DISH
26 NETWORK CORPORATION,

27 Plaintiffs,

28 v.

29 CHARLES W. ERGEN; JAMES
30 DEFRANCO; CANTEY M. ERGEN;
31 STEVEN R. GOODBARN; DAVID
32 MOSKOWITZ; TOM A. ORTOLF; CARL
33 E. VOGEL; GEORGE R. BROKAW;
34 JOSEPH P. CLAYTON; and GARY S.
35 HOWARD,

36 Defendants,

37 DISH NETWORK CORPORATION, a
38 Nevada corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**MOTION FOR SUMMARY
JUDGMENT DEFERRING TO THE
SPECIAL LITIGATION
COMMITTEE'S DETERMINATION
THAT THE CLAIMS SHOULD BE
DISMISSED**

Hearing Date:
Hearing Time:

1 The Special Litigation Committee (the "SLC"), on behalf of DISH Network
2 Corporation ("DISH"), submits this motion ("Motion to Defer") for summary judgment
3 dismissing with prejudice the Verified Consolidated Shareholder Derivative Complaint (the
4 "Complaint") on the ground that the SLC has determined that pursuing the claims asserted in
5 the Complaint would not be in DISH's best interest.

6 This Motion to Defer is supported by the following Memorandum of Points and
7 Authorities, the supporting declarations, the Report of the Special Litigation Committee of
8 DISH Network Corporation, dated November 27, 2018, the papers and pleadings on file
9 herein, and any oral argument the Court may allow.

10 DATED this 19th day of December 2018.

11
12 By 

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24 *Nominal Defendant DISH Network Corporation*
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1 NOTICE OF MOTION

2 TO: ALL INTERESTED PARTIES

3 PLEASE TAKE NOTICE that the MOTION FOR SUMMARY JUDGMENT
4 DEFERRING TO THE SPECIAL LITIGATION COMMITTEE'S DETERMINATION THAT
5 THE CLAIMS SHOULD BE DISMISSED will come for hearing before Department XI of the
6 above-entitled Court on the _____ day of _____ 2019 at _____ a.m.

7 DATED this 19th day of December 2018.

8
9 By 
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MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF THE
MOTION FOR SUMMARY JUDGMENT DEFERRING TO THE SPECIAL
LITIGATION COMMITTEE'S DETERMINATION THAT
THE CLAIMS SHOULD BE DISMISSED

PRELIMINARY STATEMENT¹

By this action, the plaintiffs ("Plaintiffs") seek to hold each of the named defendant directors (the "Named Defendants") of DISH Network Corporation ("DISH") personally liable to DISH for \$340 million in judgments entered against DISH. The judgments were entered for violations of Do-Not-Call laws (the "DNC Laws") found in *Krakauer v. DISH Network LLC* ("*Krakauer*") and *United States v. DISH Network LLC* ("*U.S. v. DISH*," together with *Krakauer*, the "Underlying DNC Actions"). These violations arose primarily from telemarketing calls made, not by DISH, but by five independent retailers (the "Subject Retailers") that were authorized to market DISH's satellite television service pursuant to third-party contracts.² DISH was found liable for the Subject Retailers' violations under broad interpretations of agency and causation. DISH has disputed and continues to dispute its legal responsibility for violations by Retailers; it has appealed the judgments in the Underlying DNC Actions.

Corporate directors generally are not personally liable for judgments against the corporation. Invoking an exception to this rule, Plaintiffs seek to hold the Named Defendants personally liable for the judgments on the ground that they allegedly *knowingly* caused DISH to violate the DNC Laws, thus causing the judgments.³ After its thorough investigation, the

¹ Exhibits to this motion are referenced herein with exhibit letters; where an exhibit to this motion is also an exhibit to the DISH Network Corporation Report of the Special Litigation Committee dated November 27, 2018 (the "SLC Report" or SLC's Report), the SLC Report exhibit number is also provided.

² *U.S. v. DISH* also imposed liability for some calls made by DISH itself; however, the Federal Trade Commission (the "FTC") indicated that it did not have a problem with DISH's own do-not-call ("DNC") compliance and would have settled the entire matter for \$12 million in 2009, including with respect to the Subject Retailers' calls, had DISH agreed to assume responsibility for all retailer ("Retailer") DNC compliance going forward. (See SLC Report at 307.)

³ Plaintiffs' Verified Consolidated S'holder Derivative Compl. for Breach of Fiduciary Duties of Loyalty and Good Faith, Gross Mismanagement, Abuse of Control, Corporate Waste and Unjust Enrichment ("Complaint") references purported breaches of the 2009 Assurance of Voluntary Compliance ("2009 AVC") between DISH and Attorneys General ("AGs") of 46 states, but none of the signatory AGs has claimed that DISH violated the 2009 AVC and only the signatory AGs can bring such a claim. (See SLC Report at 220-22.)

1 Special Litigation Committee (“SLC”) has found that this was not so: There is no evidence that
2 DISH’s directors (the “Director Defendants”) knowingly caused DISH to violate DNC Laws.

3 To the contrary, the SLC found that the Director Defendants believed that DISH itself
4 was complying with DNC Laws and that DISH was not legally responsible for DNC violations
5 by Retailers. (Nonetheless, to further its business interests, DISH sought Retailer compliance
6 with the DNC Laws.) The Director Defendants’ belief that DISH was complying with the DNC
7 Laws, during the “Investigation Period,”⁴ was consistent with the only final judicial
8 determination on the issue at the time, which had held that DISH was not legally responsible for
9 DNC violations committed by Retailers. *Charvat v. EchoStar Satellite, LLC*, 676 F. Supp. 2d
10 668, 676 (S.D. Ohio 2009) (“[I]t cannot be said that the telemarketing calls were made on
11 [DISH]’s behalf such that [DISH] should be held vicariously liable for the Retailers’
12 conduct.”).⁵ The contrary decisions in the Underlying DNC Actions had not yet been issued.⁶

13 Because the claims asserted by Plaintiffs (the “Claims”) are not supported by evidence,
14 DISH almost certainly could not prevail on them. Pursuing the Claims also would be costly to
15 DISH and detrimental to its interests in other litigation, including the Underlying DNC Actions.
16 As detailed in the SLC’s Report, the SLC therefore has determined that pursuit of the Claims
17 would not be in DISH’s best interests. The SLC requests that the Court enter summary
18 judgment deferring to the SLC’s determination and dismissing the Claims with prejudice.

19 In *In re DISH Network Derivative Litigation*, 133 Nev. Adv. Op. 61, 401 P.3d 1081,
20 1088 (2017), *reh’g denied* (Dec. 8, 2017) (“*Jacksonville*”), the Nevada Supreme Court held that
21 the decision of a special litigation committee is entitled to deference where (a) the committee is
22 disinterested and independent and (b) conducts a good faith, thorough investigation. 401 P.3d

23
24 ⁴ To fully assess the Claims, the SLC investigated the time period from 2003 — the beginning of the time
period covering the earliest DNC violations asserted in the Underlying DNC Actions — through 2013 — the end of
the time period covering Plaintiffs’ Claims in this action. (SLC Report at 15 & n.9.)

25 ⁵ In October 2013, the United States Court of Appeals for the Sixth Circuit vacated *Charvat* and remanded
the case for further consideration in light of certain rulings by the Federal Communications Commission. *Charvat*
26 *v. EchoStar Satellite, LLC*, 535 Fed. App’x 513 (6th Cir. 2013); *see also* SLC Report at 253 n.992.

27 ⁶ Plaintiffs’ Complaint is predicated primarily upon one line of testimony by one Director Defendant
concerning the 2009 AVC, not a DNC Law. (Compl. ¶ 38.) The SLC carefully investigated the possibility that
28 such testimony might support a claim that the Director Defendants knowingly caused DISH to violate any DNC
Laws. As detailed in the SLC Report, the SLC concluded that it does not. (SLC Report at 320-24.)

1 at 1088. As detailed herein, there is no genuine dispute that the SLC has met that standard for
2 deference here.

3 First, there is no genuine dispute of material fact with respect to the disinterest and
4 independence of the three-member SLC:

5 Charles Lillis, the first member of the SLC (“SLC Member”), has no personal interest in
6 the matters investigated and is independent of anyone with a personal interest. Plaintiffs’ only
7 challenge to Lillis’s disinterest or independence is a claim that his service on DISH’s board of
8 directors (“Board”) undermines his independence. Plaintiffs contend that because DISH’s
9 controlling stockholder, defendant Charles Ergen, elected Lillis to the Board and Lillis serves
10 alongside the Named Defendants, Lillis lacks independence. Plaintiffs’ argument fails as a
11 matter of law. *Jacksonville* already rejected that argument and found Lillis unquestionably
12 independent. Nothing has changed. Moreover, as derivative plaintiffs, Plaintiffs are in privity
13 with the *Jacksonville* plaintiffs and cannot relitigate the issue.

14 Anthony Federico, the second SLC Member, similarly has no personal interest in the
15 matters investigated and no material connection to any Named Defendant beyond board service
16 for a DISH affiliate: Federico serves on the board of DISH affiliate EchoStar Corporation
17 (“EchoStar”). Plaintiffs challenge Federico’s independence with the same incorrect argument
18 used to challenge Lillis’s independence: Plaintiffs assert that Federico lacks independence
19 because some Named Defendants serve on the EchoStar board alongside Federico, and Ergen
20 could remove Federico from the EchoStar board. Not only did this Court reject those very
21 arguments with respect to Lillis in *In re DISH Network Corporation Derivative Litigation*, 2015
22 WL 13643897 (Nev. Dist. Ct. Sept. 18, 2015) (“*In re DISH*”), *aff’d*, 401 P.3d 1081 (2017), but
23 *In re DISH*’s holding was consistent with the holdings of numerous other courts. *See, e.g.*,
24 *DiRienzo v. Lichtenstein*, 2013 WL 5503034, at *13 (Del. Ch. Sept. 30, 2013) (social
25 connections attendant upon board service do not undermine independence); *Ryan v.*
26 *Gursahaney*, 2015 WL 1915911, at *8 (Del. Ch. Apr. 28, 2015), *aff’d*, 128 A.3d 991 (Del.

2015) (normal director fees do not undermine independence).⁷

George Brokaw, the final SLC Member, is also disinterested and independent with respect to the matters investigated. Plaintiffs named Brokaw a defendant, but Brokaw joined the DISH Board years after the conduct at issue in Plaintiffs' Complaint occurred. Regardless of Plaintiffs' tactical decision to include Brokaw as a Named Defendant, he faces no material prospect of personal liability from the Claims and is thus disinterested. Plaintiffs alternately assert that Brokaw lacks independence due to social connections to the Ergens. However, these connections do not undermine Brokaw's independence on the SLC because the Ergens face no conflict of interest in the matters under investigation – DISH's compliance with the DNC Laws. As DISH's largest stockholder, the Ergens have the same interest as other stockholders in ensuring legal compliance and avoiding liability for DISH. And, as discussed below, Plaintiffs' Complaint threatened no material likelihood of personal liability for either of the Ergens, and the SLC found none. Finally, if there were any question as to Brokaw's independence, the SLC as a whole would remain disinterested and independent. There would still be no genuine dispute that the remaining majority of the SLC is disinterested and independent; the SLC therefore could not act without the approval of at least one disinterested and independent member. Under *Jacksonville*, this alone establishes the independence of the SLC.

Because there is no genuine issue of material fact that the SLC is disinterested and independent, the SLC is entitled to summary judgment on the first prong of the two-step analysis for deference adopted in *Jacksonville*. 401 P.3d at 1088.

Second, there is no genuine question of material fact that the SLC conducted a thorough, good faith investigation. The SLC collected and reviewed more than forty-four thousand documents, including documents from twenty DISH custodians responsible for DNC compliance and oversight of Retailers, DISH Board and Audit Committee books, minutes of DISH Board and Audit Committee meetings, and filings, deposition transcripts, trial transcripts and trial exhibits from the Underlying DNC Actions. The SLC Members personally reviewed

⁷ Nevada looks to Delaware corporate case law as persuasive authority. See, e.g., *Cohen v. Mirage Resorts, Inc.*, 119 Nev. 1, 10 n.10, 63 P.3d 720, 727 n.10 (2003).

1 more than fifteen hundred of those documents, including hundreds of trial exhibits from the
2 Underlying DNC Actions. The SLC interviewed twenty-two people; the SLC Members
3 attended nearly all of those interviews. Each SLC Member invested hundreds of hours in the
4 investigation. The SLC's Report details its conclusions with respect to the relevant issue,
5 DISH's DNC compliance, over a ten-year time period, discussing any involvement of the
6 Director Defendants. Plaintiffs argued repeatedly that the only relevant steps for investigation
7 were (a) interviewing the Director Defendants and (b) reviewing certain testimony in *Krakauer*
8 from DeFranco, one of the Director Defendants. The SLC did that and more. Because the
9 SLC's investigation was more fulsome than Plaintiffs contended was required, Plaintiffs cannot
10 now claim that there is any genuine issue of material fact with respect to whether the SLC's
11 investigation was sufficiently thorough to have been in good faith. And there is no such issue.

12 Because there is no genuine dispute that the SLC is disinterested and independent and
13 conducted a good faith, thorough investigation, the Court should grant the SLC's motion for
14 summary judgment deferring to the SLC's determination that pursuit of the Claims is not in
15 DISH's best interest and dismiss the Complaint with prejudice.

16 **BACKGROUND**

17 **A. The Underlying DNC Actions**

18 On January 19, 2017, the jury in *Krakauer* found that a particular Retailer was DISH's
19 agent when the Retailer made telephone calls to the plaintiff class members in violation of DNC
20 Laws and awarded the plaintiff class \$400 per violation. (Ex. B, Verdict Sheet, at 1, *Krakauer*
21 v. *DISH Network LLC*, C.A. No. 1:14-cv-333 (M.D.N.C. Jan. 19, 2017) (D.I. 292) (SLC Report
22 Ex. 88).) On May 22, 2017, the United States District Court for the Middle District of North
23 Carolina (the "North Carolina Court") trebled the damages awarded against DISH by the
24 *Krakauer* jury, increasing the damages to \$64 million, based upon the Court's determination
25 that (a) the Retailer had willfully violated DNC Laws and its willfulness could be imputed to
26 DISH or (b) that DISH had known that the Retailer was violating DNC Laws and had failed to
27
28

1 halt the Retailer's violations. *Krakauer* made no findings as to any involvement by or
2 subjective intent of any Director Defendant. (See SLC Report at 318-20.)

3 On June 5, 2017, the United States District Court for the Central District of Illinois (the
4 "Illinois Court") in *U.S. v. DISH*, awarded \$280 million in damages against DISH based upon
5 the Court's determination that DISH and five Subject Retailers that marketed DISH services
6 made calls in violation of various DNC Laws. *U.S. v. DISH* also made no findings about the
7 involvement of the Director Defendants or their subjective intent. (See SLC Report at 196.)

8 DISH has appealed these decisions in the Underlying DNC Actions; DISH's appeals
9 remain pending. (See Ex. C, Notice of Appeal, *U.S. v. DISH Network L.L.C.*, C.A. No. 17-3111
10 (C.D. Il. Oct. 6, 2017); Ex. G, Notice of Appeal, *Krakauer v. DISH Network L.L.C.*, C.A. No.
11 18-1518 (M.D.N.C. May 4, 2018) (SLC Report Ex. 93).)

12 **B. This Litigation**

13 On October 19 and November 13, 2017, Plaintiffs filed two separate derivative
14 complaints each seeking to hold a subset of the members of DISH's Board personally liable for
15 the damages awarded against DISH in the Underlying DNC Actions.⁸ This Court consolidated
16 the cases.⁹ On January 12, 2018, Plaintiffs filed their operative Complaint in this action.

17 On February 26, 2018, the Named Defendants filed a *Motion to Dismiss the Verified*
18 *Consolidated Shareholder Derivative Complaint* (the "Defendants' Motion to Dismiss") and
19 DISH also separately moved to dismiss ("DISH's Motion to Dismiss"). (See DISH's Motion to
20 Dismiss at 6.) Plaintiffs filed Plaintiffs' Omnibus Opposition to Defendants' Motions to
21 Dismiss Plaintiffs' Verified Consolidated Shareholder Derivative Complaint (the "Opposition to
22 Dismissal") on April 12, 2018, responding to both Motions to Dismiss. In the Opposition to
23 Dismissal, as explained below, Plaintiffs abandoned any potential "*Caremark*" claims arising
24

25 ⁸ See Verified Stockholder Derivative Compl. for Breach of Fiduciary Duty, Waste of Corporate Assets,
26 and Unjust Enrichment, *City of Sterling Heights Police and Fire Ret. Sys. v. Ergen*, Case No. A-17-764522-B
(Nev. Dist. Ct. Nov. 13, 2017); Verified S'holder Derivative Compl. for Breach of Fiduciary Duties of Loyalty and
27 Good Faith, Gross Mismanagement, Abuse of Control, Corporate Waste and Unjust Enrichment, *Plumbers Local*
Union No. 519 Pension Tr. Fund v. Ergen, Case No. A-17-763397-B (Nev. Dist. Ct. Oct. 19, 2017).

28 ⁹ See Stipulation Re Service of Process, Consolidating Cases and Appointing Lead and Liaison Counsel and
[Proposed] Order Thereon (Dec. 22, 2017).

1 from the Underlying DNC Actions. (Dismissal Opp. at 18.) On May 3, 2018, the Named
2 Defendants and DISH filed separate replies in support of their respective Motion to Dismiss.

3 **C. The SLC's Formation**

4 DISH's Board deliberated on the potential benefits to DISH of forming an SLC multiple
5 times after this action was filed, including on November 2, 2017, February 12, 2018 and March
6 28, 2018, before finally resolving to form the SLC.¹⁰

7 On April 11, 2018, DISH's Board formed the SLC, pursuant to NRS 78.125, by
8 unanimous written consent, to investigate the issues raised in this action.¹¹ The SLC was
9 granted the full power and authority of the Board to:

10 (1) review, investigate and evaluate the claims asserted in the
11 Derivative Litigation; (2) file any and all pleadings and other
12 papers on behalf of the Corporation that the Special Litigation
13 Committee finds necessary or advisable in connection therewith;
14 (3) determine whether it is in the best interests of the Corporation
15 and/or to what extent it is advisable for the Corporation to pursue
16 any or all of the claims asserted in the Derivative Litigation,
17 taking into consideration all relevant factors as determined by the
18 Special Litigation Committee; (4) prosecute or dismiss on behalf
19 of the Corporation any claims that were or could have been
20 asserted in the Derivative Litigation; and (5) direct the
21 Corporation to formulate and file any and all pleadings and other
22 papers on behalf of the Corporation that the Special Litigation
23 Committee finds necessary or advisable in connection therewith,
24 including, without limitation, the filing of other litigation and
25 counterclaims or cross-complaints, or motions to dismiss or stay
26 the proceedings if the Special Litigation Committee determines
27 that such action is advisable and in the best interests of the
28 Corporation.¹²

Management was directed to provide the SLC with whatever information the SLC requested.¹³

¹⁰ Ex. F, Unanimous Written Consent in Lieu of a Special Meeting of the Board of Directors of DISH Network Corp. as of April 11, 2018 ("Unanimous Written Consent"), at 1 (Ex. A to Motion for Stay Pending Investigation of the Special Litigation Committee of DISH Network Corp.).

¹¹ *Id.* at 1-2.

¹² *Id.* at 2.

¹³ *Id.* at 3.

1 i. **The Members of the SLC**

2 The SLC is composed of Lillis, Federico and Brokaw.¹⁴ No SLC Member served on the
3 DISH Board during the period for which liability was found in the Underlying DNC Actions.
4 Each is an experienced businessman, capable of evaluating DISH's interest in the claims under
5 investigation in the disinterested and independent exercise of his business judgment.

6 (1) Charles M. Lillis¹⁵

7 Lillis joined the DISH Board effective November 5, 2013. (Ex. I, Declaration of Charles
8 Lillis ¶ 4, (Dec. 18, 2018) ("Lillis Decl.")). He satisfies the independence requirements of
9 NASDAQ and the SEC rules and regulations. (*Id.* ¶ 12.) He is a member of DISH's
10 Compensation Committee and Audit Committee. (*Id.* ¶ 4.) He previously served on DISH's
11 Nominating Committee. (*Id.*)

12 Lillis brings substantial financial and managerial experience to the DISH Board. In
13 addition to serving on the DISH Board, Lillis currently serves on the board of SomaLogic, Inc.,
14 a for-profit corporation. (*Id.* ¶ 5.) At the appointment of the Governor of Oregon, Lillis also
15 serves as the Chair of the Board of Trustees of the University of Oregon. (*Id.*)

16 In the past, Lillis has been an advisor to Wells Fargo Bank, N.A. ("Wells Fargo"). (*Id.*
17 ¶ 10.) Lillis was a co-founder and managing member of Castle Pines Capital LLC, a private
18 equity concern and a financial services entity, which was acquired by Wells Fargo in 2011.
19 (*Id.*) Prior to that, in 2000, Lillis co-founded LoneTree Capital Management LLC, a private
20 equity investing group, becoming a managing member. (*Id.* ¶ 9.) And prior to that, Lillis
21 served as President, CEO and Chair of the board of directors of MediaOne Group, Inc. from
22 1997 through its acquisition by AT&T Inc. in 2000. (*Id.* ¶ 8.) Lillis has also served on the
23 boards of Agilera, Inc., Ascent Entertainment Grp., Charter Communications, Inc. and various
24 affiliates, Medco Health Solutions, Inc., On Command Corporation, SUPERVALU Inc., Time
25 Warner Entertainment Company, L.P., Williams Companies, Inc. and Washington Mutual Inc.
26 and affiliated entities. (*Id.* ¶ 6.)

27 ¹⁴ *Id.* at 1-2.

28 ¹⁵ Lillis's qualifications and background are also discussed at pages 25 to 26 of the SLC Report.

(2) Anthony Federico¹⁶

Federico joined the board of directors of EchoStar Corporation (“EchoStar”), a DISH affiliate, in May 2011 (effective June 2011). (Ex. J, Declaration of Anthony Federico (Dec. 18, 2018) (“Federico Decl.”).) He satisfies the independence requirements of NASDAQ and the SEC rules and regulations. (*Id.* ¶ 10.) Federico serves on EchoStar’s Audit Committee, Nominating Committee and Executive Compensation Committee. (*Id.* ¶ 4.)

Federico brings to the EchoStar board and to the SLC years of technical and managerial experience. (*Id.* ¶ 6.) Specifically, Federico spent almost 50 years at the Xerox Corporation (“Xerox”). (*Id.* ¶ 7.) During his time at Xerox, Federico held various product and general management positions, as well as numerous engineering, solutions, information management and process re-engineering positions. (*Id.* ¶ 7.) In 1998, Federico was appointed a Corporate Officer and Chief Engineer, and in his last several years with Xerox, Federico also served as Graphic Communications Executive Liaison. (*Id.*) Federico retired from Xerox in 2012. (*Id.*) Over the course of his career, Federico has also served on a variety of advisory and not-for-profit boards. (*Id.* ¶ 5.)

(3) George R. Brokaw¹⁷

Brokaw joined the DISH Board effective October 7, 2013. (Ex. K, Declaration of George Brokaw (Dec. 18, 2018) (“Brokaw Decl.”).) He satisfies the independence requirements of NASDAQ and the SEC rules and regulations. (*Id.* ¶ 11.) Brokaw serves on DISH’s Audit Committee and Nominating Committee. (*Id.* ¶ 4.) He currently serves as the chair of DISH’s Compensation Committee. (*Id.*)

Brokaw has years of investment banking and board experience. (*Id.* ¶¶ 5-6.) Specifically, Brokaw has served on the boards of directors of multiple companies, including Capital Business Credit LLC, Exclusive Resorts, LLC, Ovation LLC, Timberstar Southwest LLC, Value Place Holdings LLC and North American Energy Partners Inc. (a NYSE-listed company, where Brokaw served on the audit committee). (*Id.* ¶ 7.)

¹⁶ Federico’s qualifications and background are also discussed at pages 27 to 28 of the SLC Report.

¹⁷ Brokaw’s qualifications and background are also discussed at pages 26 to 27 of the SLC Report.

1 Brokaw also is deeply experienced in investment and mergers and acquisitions matters,
2 having most recently served as Managing Director of Highbridge Principal Strategies, LLC, for
3 one year. (*Id.* ¶ 8.) Prior to that, Brokaw was a Managing Partner and Head of Private Equity at
4 Perry Capital, L.L.C. (“Perry Capital”). (*Id.*) Prior to joining Perry Capital, Brokaw was
5 Managing Director (Mergers & Acquisitions) of Lazard Frères & Co. LLC. (*Id.*) Brokaw
6 currently manages his family’s assets through a private office. (*Id.* ¶ 6.) He also serves on the
7 board of another for-profit public corporation — Alico, Inc. — and one not-for-profit
8 organization — the French American Foundation. (*Id.*)

9 **ii. Counsel to the SLC**

10 The Unanimous Written Consent forming the SLC “authorized and empowered [the
11 SLC] to retain and consult with such advisors, consultants and agents, including . . . legal
12 counsel . . . as the SLC deem[ed] necessary or advisable”¹⁸ The SLC retained the Nevada
13 law firm of Holland & Hart LLP (“H&H”) and the Delaware law firm of Young Conaway
14 Stargatt & Taylor, LLP (“YCST”). Both H&H and YCST are well versed in the law and
15 procedures surrounding special litigation committees. Neither H&H nor YCST has any conflict
16 of interest that would impair its independent representation of the SLC. (*See* Ex. L, Declaration
17 of J. Stephen Peek (Dec. 19, 2018); Ex. M, Declaration of C. Barr Flinn (Dec. 19, 2018).)

18 **iii. The SLC’s Motion to Stay**

19 On April 24, 2018, the SLC moved for a stay of six to nine months to permit the SLC to
20 conduct a thorough investigation of the claims asserted by Plaintiffs’ Complaint and related
21 issues. (*See* Motion for Stay Pending Investigation of the Special Litigation Committee of
22 DISH Network Corporation (the “Stay Motion”).) On May 15, 2018, over the Plaintiffs’
23 opposition, the Court stayed this action pending the SLC’s determination.

24 The SLC filed its Report, detailing its investigation and findings on November 27, 2018.

25
26
27
28 ¹⁸ Unanimous Written Consent at 3.

1 iv. **Plaintiffs’ Proposed Scope for the SLC’s Investigation**

2 Since the SLC’s formation, Plaintiffs have asserted, repeatedly, that the SLC’s
3 investigation should be limited to confirming Plaintiffs’ interpretation of DeFranco’s testimony
4 in *Krakauer* by interviewing the Director Defendants and reviewing the *Krakauer* trial record.
5 For example, in opposition to the SLC’s Motion to Stay (“Opposition to Stay”), Plaintiffs wrote:

6 This case turns on how eight Dish directors responded to their
7 legal obligations to conduct Dish’s business in accordance with
8 the TCPA after the Company’s entry into a compliance agreement
9 with forty-six state attorneys general in 2009 []. Defendant
10 DeFranco already testified, and a federal court in North Carolina
11 found, that Dish did nothing to change its telemarketing practices
after the Compliance Agreement. Therefore, interviewing each of
Dish’s eight directors under oath, and transcribing their
depositions, should not take more than three weeks.

12 (Opposition to Stay at 1.) Plaintiffs claimed that this step would be sufficient to “confirm[] that
13 Dish’s directors did nothing despite their known legal duty to operate the Company’s
14 telemarketing business in accordance with the TCPA[.]” (*Id.* at 7.)

15 During its investigation, the SLC asked Plaintiffs to provide a representative to be
16 interviewed by the SLC. (*See* Ex. H, Email from E. Luedeke (Aug. 22, 2018) (SLC Report Ex.
17 482).) Plaintiffs refused on the grounds that “[t]he SLC’s assignment here is straightforward. .
18 . . [T]he SLC is tasked with determining what, if anything, each of the other eight Dish directors
19 believe DeFranco got wrong [about DISH’s compliance with the 2009 AVC in his *Krakauer*
20 testimony] and, if they now have a different story to tell, why they did not tell it during the
21 North Carolina trial to help Dish avoid being slapped with treble damages.” (*Id.*)

22 **D. The SLC’s Investigation¹⁹**

23 Over the course of the six-month stay of proceedings, the SLC undertook and completed
24 a comprehensive and methodical investigation of the issues raised by Plaintiffs’ Complaint.
25 The SLC did indeed conduct the interviews and inquiry demanded by Plaintiffs, but the SLC did
26 not limit its investigation to the cursory measures advocated by Plaintiffs or the three claims set
27

28 ¹⁹ The SLC’s investigation is discussed in detail at pages 23 to 46 of the SLC Report.

1 forth in the Complaint. Instead, the SLC, aided by counsel, began by developing a preliminary
2 understanding of all of the assertions in the Complaint as well as the decisions in the Underlying
3 DNC Actions. The SLC received advice of counsel regarding Plaintiffs' assertions, potentially
4 applicable law and potential sources of relevant information. With this foundation, the SLC,
5 with advice of counsel, conducted an investigation that included substantial document collection
6 and review, interviews, and legal analysis of Plaintiffs' claims and related potential claims.

7 The SLC met regularly throughout its investigation. The SLC met formally by phone
8 six times (May 9, May 31, July 6, September 13, November 7 and November 21, 2018) and in
9 person four times (August 2, September 26, October 12 and November 12, 2018). (SLC Report
10 at 33.) The SLC also met multiple times through less formal telephone discussions as well as
11 meetings before, during and after interviews of relevant individuals. (See SLC Report at 33.)
12 During these meetings, the SLC repeatedly discussed the claims under investigation and
13 analyzed the evidence obtained and considered additional legal advice and factual information
14 to request or review.

15 During the investigation, counsel to the SLC reviewed over forty-four thousand
16 documents collected primarily from DISH and DISH's outside law firms involved in the
17 Underlying DNC Actions — Kelley Drye & Warren LLP and Orrick Herrington & Sutcliffe
18 LLP. (SLC Report at 30.) The documents included relevant filings, deposition transcripts,
19 hearing transcripts, trial transcripts, trial exhibits and opinions from the Underlying DNC
20 Actions. The documents further included tens of thousands of emails and documents among
21 individuals at DISH during the Investigation Period, including Ergen, Moskowitz, DeFranco,
22 certain in-house counsel, and certain non-executive employees. (*Id.* at 31.) At the SLC's
23 request, the SLC's counsel provided the SLC Members with a subset of these documents.

24 Each SLC Member personally reviewed over fifteen hundred documents, consisting of
25 over ten thousand pages. (*Id.* at 30.) These documents included the post-trial opinions
26 awarding damages against DISH and hundreds of trial exhibits from the Underlying DNC
27
28

1 Actions. The documents also included information specifically requested by the SLC from
2 DISH to address issues and questions identified by the SLC during its investigation.

3 The SLC also interviewed twenty-two individuals it determined were likely to have
4 information relevant to the issues under investigation. These individuals included all of the
5 Director Defendants with the exception of one who was unavailable due to serious health
6 issues.²⁰ The SLC also interviewed former and current inside and outside attorneys for DISH,
7 DISH's external auditor, and multiple current employees and one former employee of DISH's
8 Retail Services, Internal Audit and Sales departments. (SLC Report at 32, 41-45.)

9 As the SLC collected information through documents and interviews and received legal
10 advice, the SLC continuously assessed the merits of any claims DISH may have. (*Id.* at 294-
11 351.) The SLC also assessed other considerations, including the cost and distraction to DISH of
12 litigation and the effects of such litigation on the Underlying DNC Actions. (*Id.* at 348-51.)

13 After receiving substantially all of the information that it deemed relevant (while a few
14 follow-up requests were being fulfilled), the SLC met multiple times to discuss whether
15 pursuing any of the claims under investigation would be in the best interests of DISH. The SLC
16 provided its determinations and the reasons for those determinations to counsel and directed
17 counsel to prepare a report consistent with the SLC's determinations. Counsel prepared and the
18 SLC reviewed and commented on multiple drafts of the SLC Report. The SLC approved the
19 final text of the Report and authorized counsel to file the Report on November 27, 2018.

20 **E. The SLC's Determinations**

21 The primary claim that Plaintiffs would have DISH bring, the breach of fiduciary duties
22 claim (the "Fiduciary Duty Claim"), asserts that the Named Defendants breached their fiduciary
23 duties by knowingly causing DISH to violate the DNC Laws and thus incur the judgments in the
24 Underlying DNC Actions. (*See* Compl. ¶¶ 64-68.)

25 DISH can and does demand fiduciary duties of loyalty and good faith from its directors,
26 but it cannot hold its directors liable as guarantors of its success. *See, e.g., In re Massey Energy*

27
28 ²⁰ Director Defendant Joseph Clayton passed away in early November 2018. (SLC Report at 33.)

1 *Co. Derivative and Class Action Litig.*, 2011 WL 2176479, at *22 (Del. Ch. May 31, 2011)
2 (“Begin with the reality that in the absence of an improper motive or facts showing self-interest,
3 when management decisions do not turn out well and a company suffers a loss in profits (or a
4 decline in its trading multiple), this does not ordinarily translate into any basis to hold corporate
5 fiduciaries liable in damages.”).²¹ For DISH to impose personal liability on a director, under
6 NRS 78.138(7)(b)(2), DISH would need to prove “intentional misconduct, fraud or a knowing
7 violation of law” by the director. DISH could not recover a judgment from the Director
8 Defendants personally if they misjudged the DNC Laws’ application to DISH in good faith or if
9 the business-risk that the Director Defendants caused DISH to take by litigating the Underlying
10 DNC Actions led to an adverse judgment. (See SLC Report at 295-99, 350-51 (citing, e.g.,
11 *Shoen v. SAC Holding Corp.*, 122 Nev. 621, 640, 137 P.3d 1171, 1184 (2006) (“[D]irectors and
12 officers may only be found personally liable for breaching their fiduciary duty of loyalty if that
13 breach involves intentional misconduct, fraud, or a knowing violation of the law.”); *In re Gen.*
14 *Motors Co. Derivative Litig.*, 2015 WL 3958724, at *1-2, *17 (Del. Ch. June 26, 2015) (even
15 though “GM has been and will be held liable for any wrongdoing[,]” including \$35 million in
16 government fines — “the highest in history[,]” damages and punitive damages, and even though
17 employees knew of an automotive defect, there was no substantial likelihood of personal
18 liability on the part of the directors).)

19 As more fully explained in the SLC Report, the SLC found no support for the Plaintiffs’
20 Fiduciary Duty Claim. (See SLC Report at 304-36.) The principal problem with Plaintiffs’
21 Fiduciary Duty Claim is that, to prevail, DISH would need to prove that one or more Director
22 Defendants knowingly caused DISH to violate the law, but the SLC’s thorough investigation
23 found no evidence of this. To the contrary, the evidence consistently showed that the Director
24 Defendants did not believe that DISH’s conduct would violate the law. (See *id.* at 306.)
25 Specifically, *Krakauer*’s judgment was the result of DNC violations by a single Subject
26

27 ²¹ See also Stephen Radin, *The Business Judgment Rule*, at 44 (6th ed. 2009) (“Where the business judgment
28 standard applies, a director will not be held liable for a decision – even one that is unreasonable – that results in a
loss to the corporation, so long as the decision is rational.”).

1 Retailer. (*See id.* at 88.) The judgment in *U.S. v DISH* came overwhelmingly from DNC
2 violations by five Subject Retailers. (*See id.* at 10, 49-50, 55, 61.) During the time periods at
3 issue in the Underlying DNC Actions, the Director Defendants believed in good faith that DISH
4 was not legally responsible for the Subject Retailers' DNC compliance as a matter of law. (*See*
5 *id.* at 96, 115, 352.) And the Director Defendants had ample reason for this belief. For
6 example, in 2009, the United States District Court for the Southern District of Ohio in *Charvat*
7 *v. EchoStar Satellite, LLC*, 676 F. Supp. 2d 668, determined that DISH was not legally
8 responsible for Retailers' DNC compliance. (*See* SLC Report at 17-18, 233-36, 313.) Thus,
9 regardless of any Director Defendant's response to alleged *Retailer* DNC violations, the
10 Director Defendants could not have *knowingly* caused *DISH* to violate the law. (*See id.* at 295.)
11 Moreover, as detailed in the Report, to the extent of their involvement, the Director Defendants
12 acted to cause Retailers to comply with DNC Laws because the Director Defendants believed
13 that compliance benefited DISH's business. (*See id.* at 305-06.)

14 With respect to DISH's own DNC compliance, the Director Defendants believed that
15 DISH was complying with the DNC Laws. (*See id.* at 306-18.) The Director Defendants were
16 not involved in DISH's day-to-day compliance. (*See id.* at 71, 73, 76-77, 169.) They were
17 informed by Management that DISH's calls were 99.8% compliant with DNC Laws. The
18 FTC's claims in *U.S. v. DISH* primarily concerned violations by Retailers. (*See id.* at 307.)
19 And, to the extent of their involvement, the Director Defendants acted to cause DISH to comply
20 with the DNC Laws. (*See id.* at 175-82, 305-06, 317-18.)

21 The SLC concluded that the Complaint is predicated largely upon a misinterpretation of
22 the testimony by DeFranco in *Krakauer* that the Complaint quotes. Due to its importance to the
23 Complaint, the SLC carefully considered the quoted testimony. Plaintiffs contend that
24 DeFranco, through the testimony, admitted that the Board knowingly caused DISH to violate
25 DNC Laws. (*See id.* at 320-24.) The contention is not correct. *First*, DeFranco's testimony is
26 largely beside the point because it concerned an Assurance of Voluntary Compliance (the 2009
27 AVC) with the AGs of 46 states, not any DNC Law. (*See id.* at 321.) None of the damages that
28

1 Plaintiffs would have DISH pursue resulted from breach of the 2009 AVC. (*See id.* at 209.) No
2 party to the 2009 AVC has asserted that DISH failed to comply with its DNC provisions. (*See*
3 *id.* at 209.) *Second*, DeFranco did not testify that DISH was violating the 2009 AVC. He
4 testified that DISH's conduct *complied* with the 2009 AVC, even before DISH signed the 2009
5 AVC. (*See id.* at 322.) Specifically, he testified that DISH was complying with the 2009 AVC
6 when it signed the agreement and thus did not need to make changes. (*See id.* at 322.) The
7 *Krakauer* court wrote that DeFranco was wrong that DISH's conduct complied with the 2009
8 AVC, but the court did not dispute that DeFranco held his view in good faith. *See Krakauer*,
9 2017 WL 2242952, at *9 (M.D.N.C. May 22, 2017) (a "finding of willfulness does not require
10 bad faith"); *see also* SLC Report at 22. *Third*, there was no evidence in *Krakauer* concerning
11 DISH's efforts to comply with the 2009 AVC because DISH's compliance with the 2009 AVC
12 was not at issue in *Krakauer* and DISH successfully moved to have such evidence excluded as a
13 result. (*See* SLC Report at 323.) A review of the evidence on the topic shows that DISH took a
14 variety of steps to comply with the 2009 AVC and believed that it was in compliance. (*See id.*
15 at 323-24.) The *Krakauer* testimony does not suggest that anyone at DISH believed that DISH
16 failed to comply with the 2009 AVC, much less the DNC Laws.

17 The other claims that Plaintiffs would have DISH assert, for waste and unjust
18 enrichment, depend upon the success of Plaintiffs' Fiduciary Duty Claim and fail principally on
19 that basis. Those claims are discussed in more detail in the SLC Report at pages 336 to 344.

20 In addition to Plaintiffs' Claims, the SLC also considered whether DISH may have
21 claims arising from the events at issue under a *Caremark* theory of liability, which other
22 jurisdictions have adopted. (*See id.* at 300-04, 324-36.) Specifically, the SLC analyzed whether
23 the Director Defendants ignored in bad faith "red flags" indicating that DISH was not in
24 compliance with the DNC Laws or utterly failed in bad faith to implement any information or
25 reporting system with respect to DNC Law compliance. (*See id.* at 300-04, 324-36.) Based on
26 its investigation, the SLC concluded that the Director Defendants did not ignore red flags that
27 DISH was violating DNC Laws, precluding a claim under the first prong of *Caremark*. The
28

1 SLC further concluded that the Board had information and reporting systems in place,
2 precluding a claim under the second prong of *Caremark*. (*See id.* at 334-36.) Thus, the SLC
3 determined that DISH would also be unable hold any Director Defendant personally liable for
4 the judgments entered in the Underlying DNC Actions under these alternate theories.

5 For these and other reasons detailed in its Report, the SLC determined that pursuit of
6 this action would not be in DISH's best interests. (*See id.* at 352-53.)

7 ARGUMENT

8 **I. The Standard of Review for a Special Litigation Committee's Determination**

9 Under Nevada law, a corporation's board of directors controls "the affairs of the
10 corporation." NRS 78.120. Nevada law presumes that directors make business decisions
11 through the good faith exercise of their business judgment. *See* NRS 78.138(3) (except for
12 irrelevant exceptions in NRS 78.139, "directors and officers, in deciding upon matters of
13 business, are presumed to act in good faith, on an informed basis and with a view to the interests
14 of the corporation."); *Shoen*, 122 Nev. at 632, 137 P.3d at 1178-79 ("The business judgment
15 rule is a 'presumption that in making a business decision the directors of a corporation acted on
16 an informed basis, in good faith and in the honest belief that the action taken was in the best
17 interests of the company.'") (citation omitted). Those board decisions, at times, include
18 whether it is in the best interests of the corporation to pursue litigation. *Shoen*, 122 Nev. at 632,
19 137 P.3d at 1179 ("In managing the corporation's affairs, the board of directors may generally
20 decide whether to take legal action on the corporation's behalf.").

21 A putative derivative plaintiff seeks to take from the corporation's board control over
22 legal claims belonging to the corporation. Nevada law permits a stockholder to do this only
23 where the stockholder first adequately alleges and then proves at an evidentiary hearing that the
24 board suffers a conflict of interest that impairs the board's exercise of business judgment with
25 respect to the claims. *Id.* (To plead demand futility when alleging inaction by a board, "the
26 complaint's particularized facts [must] show that . . . a majority of the board members are
27 interested in the decision to act on the demand or dependent on someone who is interested in
28

1 that decision,” and, if these facts sufficiently plead demand futility, the “Court still must later
2 conduct an evidentiary hearing to determine, as a matter of law, whether the demand
3 requirement nevertheless deprives the shareholder of his or her standing to sue.”).

4 In *Jacksonville*, the Nevada Supreme Court confirmed that, even where the board as a
5 whole might be conflicted, a special litigation committee may still reassert the corporation’s
6 control over its legal claims, over the objections of a putative derivative plaintiff. 401 P.3d at
7 1088.²² Thus, when a board forms a special litigation committee, the litigation in question is
8 stayed while the special litigation committee investigates the situation: “a shareholder must not
9 be permitted to proceed with derivative litigation[,] . . . unless and until the district court
10 determines at an evidentiary hearing that the SLC lacked independence or failed to conduct a
11 thorough investigation in good faith.” *Jacksonville*, 401 P.3d at 1088 (citing: *Auerbach v.*
12 *Bennett*, 393 N.E.2d 994, 996 (N.Y. 1979); *Shoen*, 122 Nev. at 645, 137 P.3d at 1187; *In re*
13 *AMERCO Derivative Litig.*, 127 Nev. 196, 222, 252 P.3d 681, 700 (2011)).

14 At the conclusion of its investigation, a special litigation committee may move the Court
15 to defer to the committee’s decision with respect to whether or how the litigation should
16 proceed. The Court then applies the *Auerbach* standard, evaluating (a) the independence and
17 disinterest of the SLC and (b) the thoroughness of the SLC’s investigation: “courts should defer
18 to the business judgment of an SLC that is empowered to determine whether pursuing a
19 derivative suit is in the best interest of a company where the SLC is independent and conducts a
20 good-faith, thorough investigation.” *Jacksonville*, 401 P.3d at 1088. As the movant, the special
21 litigation committee bears the burden of proof on such motion. *Id.* at 1089 (“[T]he SLC, as the
22 party moving for dismissal, bears the burden of proof.”).

23 Where the independence and thoroughness standards are met, a Nevada court should not
24 second guess the special litigation committee’s business judgment as to the disposition of the
25 corporation’s claims: “the substantive aspects of a decision to terminate a shareholders’
26

27 ²² In this case, it has not been determined that the DISH Board as a whole is conflicted or that demand on the
28 Board would have been futile. The SLC was established so that the issue could be addressed by persons who were
not even on the Board during the relevant time period.

1 derivative action against defendant corporate directors made by a committee of disinterested
2 directors appointed by the corporation's board of directors are beyond judicial inquiry under the
3 business judgment doctrine[.]” *Id.* at 1088 (quoting *Auerbach*, 393 N.E.2d at 996).

4 **II. There Is No Genuine Dispute that the Standard for Deferring to the SLC's**
5 **Determination Has Been Met.**

6 **A. There Is No Genuine Question of Material Fact That the SLC Is**
7 **Disinterested and Independent.**

8 The Nevada Supreme Court has held that a special litigation committee satisfies the
9 disinterest and independence requirements if the committee could not act absent the approval of
10 one or more disinterested and independent members. *Jacksonville*, 401 P.3d at 1091-92
11 (finding the special litigation committee independent where, by the resolutions that created the
12 committee, any action by the committee required the vote of Lillis, an indisputably independent
13 member). The Supreme Court therefore found the special litigation committee in *Jacksonville*
14 to be independent based solely upon its affirmance of the District Court's determination that one
15 member, Lillis, was unquestionably independent, and Lillis's approval was required for the SLC
16 to act (pursuant to the board resolution appointing Lillis to the Committee). *See id.* at 1092
17 (“[D]espite Ortolf and Brokaw's relationships with the Ergens, we conclude that the district
18 court did not abuse its discretion in concluding that the SLC was independent based on Lillis's
19 independence and the SLC's voting structure.”).²³ As applied to this case, the holding of
20 *Jacksonville* means that the SLC establishes its independence if at least a majority of the SLC
21 Members (two of the three) is disinterested and independent with respect to the claims under
22 investigation. This is the case because, as is usually the case, approval by a majority of the SLC
23 Members was required for the SLC to act.²⁴ If at least two of the three SLC members are

24 ²³ See also *infra* at 25-26.

25 ²⁴ See NRS 78.125(1) (“Unless it is otherwise provided in the articles of incorporation, the board of directors
26 may designate one or more committees which . . . have and may exercise the powers of the board of directors . . .
27 .”); NRS 78.315(1) (“[T]he act of directors holding a majority of the voting power of the directors, present at a
28 meeting at which a quorum is present, is the act of the board of directors.”); Ex. D, Am. and Restated Bylaws of
DISH Network Corp. § 4.15 (Mar. 28, 2018) (SLC Report Ex. 53) (“Committee Rules. Unless the Board of
Directors otherwise provides and subject to Section 4.1 of these Bylaws, a majority of the entire authorized number
of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of
the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such
committee, and in other respects each committee shall conduct its business in the same manner as the Board of

1 disinterested and independent, some disinterested and independent member will be required to
2 make up any approving majority.

3 *Jacksonville* further confirmed that “the independence standard that applies to directors
4 in the demand-futility context is equally applicable to determine whether an SLC is
5 independent.” 401 P.3d at 1089 (citing *In re ITT Derivative Litig.*, 932 N.E.2d 664, 666 (Ind.
6 2010)). Likewise, the District Court rejected dicta from other jurisdictions suggesting that some
7 alternate standard might apply to special litigation committees. As detailed below, all three
8 SLC Members are disinterested and independent of any interested person under well-established
9 authority.

10 **i. Charles Lillis**

11 Charles Lillis is undeniably both disinterested and independent.

12 Lillis has no personal conflict of interest with respect to the Claims under investigation.
13 He joined the Board in November 2013, after the events at issue took place. (Lillis Decl. ¶ 4.)
14 Plaintiffs did not even include him as a Named Defendant.

15 Lillis is also independent of anyone conflicted with respect to the Claims. Plaintiffs’
16 only claim that Lillis lacks independence is based upon his service on the DISH Board. (*See*
17 *Stay Opp.* at 5.) This is wrong as a matter of law: Neither election by a controlling stockholder
18 nor contemporaneous board service, with ordinary compensation, undermines a director’s
19 independence. *See, e.g., Jacksonville*, 401 P.3d at 1091 (affirming Lillis’s independence where
20 he served on the DISH Board, for ordinary compensation, at Ergen’s election, alongside
21 defendants).²⁵

22 Moreover, Plaintiffs are collaterally estopped from challenging Lillis’s independence in
23 this matter: the issue was previously litigated in *Jacksonville*. Issue preclusion bars re-litigation
24

25 Directors conducts its business pursuant to this Article IV of these Bylaws.”); Ex. A, Am. and Restated Bylaws of
EchoStar Communications Corp. § 4.15 (May 8, 2007) (SLC Report Ex. 20) (same).

26 ²⁵ *See also DiRienzo v. Lichtenstein*, 2013 WL 5503034, at *13 (Del. Ch. Sept. 30, 2013) (“[Plaintiff] has
27 not cited any authority for the proposition that [the director’s] length of service, without more, compromises his
independence.”); *Ryan v. Gursahaney*, 2015 WL 1915911, at *8 (Del. Ch. Apr. 28, 2015), *aff’d*, 128 A.3d 991
28 (Del. 2015) (finding directors’ compensation did not unduly influence the directors’ decision making because the
compensation was not alleged to be extraordinary or excessive).

of an issue where: (1) the issue decided in the prior litigation was identical to the issue presented in the current action; (2) the prior ruling was on the merits and became final; (3) the party against whom the judgment is asserted was a party or in privity with a party to the prior litigation; and (4) the issue was actually and necessarily litigated. *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1055, 194 P.3d 709, 713 (2008). *Jacksonville* affirmed that Lillis was independent under identical circumstances. 401 P.3d at 1091-92. And, the Plaintiffs in this case, as derivative plaintiffs litigating on DISH's behalf, are in privity with Jacksonville Police and Fire Pension Fund, a prior derivative plaintiff litigating on DISH's behalf. *See, e.g., Arduini v. Hart*, 774 F.3d 622, 633 (9th Cir. 2014) (affirming dismissal based on privity among putative derivative plaintiffs) (citing *Pyott v. La. Mun. Police Emps.' Ret. Sys.*, 74 A.3d 612, 614 (Del. 2013)).²⁶ Thus, collateral estoppel bars Plaintiffs' attempt to relitigate Lillis's independence. There is no genuine issue as to Lillis's disinterest and independence.

ii. Anthony Federico

Federico also has no conflict of interest with respect to the Claims under investigation. Federico is personally disinterested in the Claims. He has never served on the DISH Board and had no involvement in any of the events at issue. (*See Federico Decl. ¶ 14.*)

Federico is also independent of all Named Defendants. As outlined in Federico's Declaration, he has no social or professional connections with any Named Defendant beyond his service on the board of directors of EchoStar on which Director Defendants Charles Ergen, David Moskowitz and Tom Ortolf have also served, and his service on this SLC alongside Brokaw. (*Federico Decl. ¶ 14.*) Service on the EchoStar board, at Ergen's election, is the only

²⁶ The law of other jurisdictions is overwhelmingly in accord. *See, e.g., In re Wal-Mart Stores, Inc. Del. Derivative Litig.*, 2016 WL 2908344, at *13-14 (Del. Ch. May 13, 2016) (applying Arkansas law); *LeBoyer v. Greenspan*, 2007 WL 4287646, at *3 (C.D. Cal. June 13, 2007) ("[I]n both suits the plaintiff is the corporation itself."); *Hanson v. Odyssey Healthcare, Inc.*, 2007 WL 5186795, at *5 (N.D. Tex. Sept. 21, 2007) (finding privity under Texas law because "the unique nature of derivative litigation logically leads to a finding of privity between all shareholder plaintiffs"); *Henik ex rel. LaBranche & Co., Inc. v. LaBranche*, 433 F. Supp. 2d 372, 380 (S.D.N.Y. 2006) (noting that "privity among shareholder plaintiffs in the derivative litigation context presents an atypical situation" that allows issue preclusion because in both actions the corporation is the real party in interest); *In re Career Educ. Corp. Derivative Litig.*, 2007 WL 2875203, at *10 & n.56 (Del. Ch. Sept. 28, 2007) ("Because the corporation is the true party in interest in a derivative suit, courts have precluded different derivative plaintiffs in subsequent suits. This commonality lends itself to the application of collateral estoppel or issue preclusion.").

1 grounds on which Plaintiffs have claimed Federico lacks independence (*see* Stay Opp. at 6);
2 however, neither election by Ergen, nor the receipt of ordinary compensation, nor
3 contemporaneous board service with some Named Defendants undermines Federico's
4 independence, as previously explained. There is therefore no genuine issue that Federico also is
5 disinterested and independent.

6 **iii. George Brokaw**

7 There also is no genuine issue that Brokaw was disinterested and independent with
8 respect to the investigation; thus, all members of the SLC are disinterested and independent.
9 The SLC has carried its initial burden to establish Brokaw's disinterest and independence by
10 means of Brokaw's declaration. *Francis v. Wynn Las Vegas, LLC*, 127 Nev. 657, 671, 262 P.3d
11 705, 715 (2011) (finding party entitled to summary judgment based upon, *inter alia*, affidavit
12 evidence); NRS 53.045. Plaintiffs identify no genuine issue of material fact on this point.

13 First, Plaintiffs assert that Brokaw is interested because Plaintiffs named him as a
14 defendant. (Stay Opp. at 5.) But merely naming Brokaw a defendant does not undermine his
15 independence.²⁷ As the District Court explained in *In re DISH*,

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Allowing a putative derivative plaintiff to disqualify members of
an independent committee simply by asserting claims against
those members, regardless of the merits of the claims, would give
a putative derivative plaintiff the power to unilaterally nullify the
strong presumption of the business judgment rule under Nevada
law and, *a fortiori*, replace the business judgment of any board or
committee thereof with that of the plaintiff in every putative
derivative action.

21 2015 WL 13643897, at *16. For these very reasons, although named a defendant in
22 *Jacksonville*, Lillis was found disinterested in that case. *Id.*

27 *In re Citigroup Inc. S'holder Derivative Litig.*, 964 A.2d 106, 121 (Del. Ch. 2009) ("Demand is not
excused solely because the directors would be deciding to sue themselves. Rather, demand will be excused based
on a possibility of personal director liability only in the rare case when a plaintiff is able to show director conduct
that is 'so egregious on its face that board approval cannot meet the test of business judgment, and a substantial
likelihood of director liability therefore exists.'") (internal citations omitted); *see also In re Ebix, Inc. Stockholder
Litig.*, 2014 WL 3696655, at *20 (Del. Ch. July 24, 2014) ("Mere membership on the committee that recommended
the [course of action], without more, is not a particularized allegation showing [the directors'] interest or lack of
independence").

1 Claims against a director undermine the director's disinterest only in the "rare case . . .
2 where defendants' actions were so egregious that a substantial likelihood of director liability
3 exists as a result of the claim." *Id.* (internal quotations and citation omitted). Here, Brokaw
4 faces no likelihood of liability on the Claims. Brokaw was not even on the DISH Board during
5 the time period for which the courts in the Underlying DNC Actions found DISH to have
6 violated the DNC Laws. Brokaw joined the Board years later. Brokaw therefore could not have
7 contributed to any of the alleged damages to DISH and therefore could not be held personally
8 liable for them.²⁸ There is no genuine dispute that he is disinterested.

9 Plaintiffs alternately argue that Brokaw cannot properly evaluate the Claims before the
10 SLC because he lacks independence from the Ergens. (Stay Opp. at 5.) This argument also
11 fails to create any genuine question of material fact with respect to whether "any improper
12 influences prevented [Brokaw] from impartially considering the merits of [this action] before
13 recommending it be dismissed," the standard confirmed in *Jacksonville*. 401 P.3d at 1090. A
14 member of a special litigation committee need be independent from only persons having
15 personal interests in the matters under investigation that diverge from those of the corporation.
16 *See, e.g., Sutherland v. Sutherland*, 958 A.2d 235, 239 (Del. Ch. 2008) ("[T]he court . . .
17 'scrutinizes the members' relationship with the *interested* directors.'" (emphasis added); *see*
18 *also Jacksonville*, 401 P.3d at 1090 (A director is interested if he would "be materially affected
19 either to [his] benefit or detriment, by a decision of the board, in a manner not shared by the
20 corporation and the stockholders[.]") (quoting *In re AMERCO*, 127 Nev. at 219, 252 P.3d at
21 698).

22 Assuming, *arguendo*, that Brokaw's interests were aligned with those of the Ergens,²⁹
23 that still would not cause his interests to diverge from DISH's. The Ergens' interests with

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25 ²⁸ The Complaint also contains no specific allegations about Brokaw, which if true, would satisfy NRS
26 78.138(7)(b)(2), as needed to impose personal liability upon Brokaw.

27 ²⁹ Moreover, even if Brokaw's relationship with the Ergens were relevant, Brokaw is independent of the
28 Ergens. *Louisiana Mun. Police Emps. Ret. System v. Wynn*, 2014 WL 994616, at *6-7 (D. Nev. Mar. 13, 2014)
("Allegations of a lengthy friendship are not enough to [find a director 'beholden'];" including allegations that
directors had "been close . . . since they were young as a result of their fathers' business together and the interested
director's past employment of the other director and the other director's siblings."); *Ankerson v. Epik Corp.*, 2005
WI App. 1, at *3, 690 N.W.2d 885 (Wis. Ct. App. 2004) ("A director may be independent even if he or she has had

1 respect to DISH's potential liability for DNC violations were fully aligned with DISH's own
 2 interests. As the owners of more than 48% of DISH's Class A Common Stock, the Ergens
 3 indirectly suffered more than 48% of the damages in the Underlying DNC Actions;³⁰ there is no
 4 allegation that either Ergen personally profited from the situation in any manner.³¹ As set forth
 5 in DISH's Motion to Dismiss, the Complaint fails to establish even that demand is excused with
 6 respect to either of the Ergens. (DISH's Motion to Dismiss at 17-22, 25.)

7 As discussed above with respect to Brokaw, the Ergens did not become interested
 8 simply by being named defendants. A director's disinterest is undermined, as previously
 9 explained, only where the director faces a substantial risk of material liability. *In re DISH*,
 10 2015 WL 13643897, at *16. As to the Ergens, the Complaint's allegations do not establish such
 11 a risk,³² and the SLC's investigation has shown that they had no such risk.³³ Due to the Ergens'

12 some personal or business relation with an individual director accused of wrongdoing."). Plaintiffs misrepresent
 13 the Nevada Supreme Court's ruling when they claim that Brokaw was found to lack independence from Ergen:
 14 neither the District Court nor the Supreme Court reached a conclusion as to whether Brokaw was independent of
 15 Mr. Ergen (or Mrs. Ergen) in *Jacksonville*. Compare Stay Opp. at 5; with *Jacksonville*, 401 P.3d at 1091; *In re*
 16 *DISH*, 2015 WL 13643897, at *8-9, *15-16.

17 ³⁰ Ex. E, DISH Network Corp., Definitive Proxy Statement (Schedule 14A), at 6 (Mar. 28, 2018) (SLC
 18 Report Ex. 52).

19 ³¹ In contrast to *Jacksonville*, this case does not concern a transaction in which Ergen profited personally.
 20 See *Jacksonville*, 401 P.3d at 1086, 1098 (Pickering J., concurring in part and dissenting in part) (addressing
 21 allegations that Ergen had personally usurped a corporate opportunity belonging to DISH at a \$1.2 billion profit to
 22 himself, and then, to protect himself from personal liability, had interfered with DISH's acquisition of another
 23 company, costing DISH billions of dollars). Here, Plaintiffs' Complaint fails to demonstrate that demand is
 24 excused with respect to Ergen. (See DISH's Motion to Dismiss at 24-26.) Plaintiffs' Complaint is devoid of
 25 allegations of any improper action specifically taken by Ergen.

26 ³² Under *Jacksonville* and other cases, the claims pled against the Ergens would undermine their disinterest
 27 only if they faced a substantial likelihood of material liability based on the allegations. In making this assessment,
 28 only well-pled factual allegations are considered; conclusory allegations must be ignored. See, e.g., *Desimone v.*
Barrows, 924 A.2d 908, 940 (Del. Ch. 2007) (holding demand not excused and noting: "Delaware courts routinely
 reject the conclusory allegation that because illegal behavior occurred, internal controls must have been deficient,
 and the board must have known so."); *In re JPMorgan Chase & Co. Derivative Litig.*, 2014 WL 1297824, at *4-5
 (S.D.N.Y. Mar. 31, 2014) (finding plaintiff's assertions that it was "'implausible' to infer that JPMorgan's directors
 were unaware of certain alleged red flags regarding risk in [Chief Investment Office]" to be conclusory and
 insufficient to adequately allege that a majority of the board faced a substantial likelihood of liability for failing to
 monitor); *In re Career Educ. Corp. Derivative Litig.*, 2007 WL 2875203, at *14 ("[T]he court recognized that mere
 allegations of stock sales by directors at a time when they possessed insider information generally are not sufficient
 to excuse a demand. . . ."); *Stone v. Ritter*, 911 A.2d 362, 373 (Del. 2006) (affirming trial court's dismissal of a
 derivative suit for lack of demand futility where complaint failed to allege particularized facts of director bad faith
 even where corporation paid \$40 million in fines and \$10 million in civil penalties to resolve government and
 regulatory investigations as a result of the failure of the corporation's employees to file certain reports required by
 anti-money-laundering regulations). The Complaint contains no well-pled factual allegations specifically
 addressing either Charles or Cantey Ergen, much less alleging that they knowingly caused DISH to violate the law,
 as would be required by NRS 78.138(7)(b)(2) for personal liability. In *Jacksonville*, all three members of the
 special litigation committee allegedly had violated fiduciary duties by approving a challenged transaction, yet —

1 disinterest in the matters under investigation, Brokaw's relationship with the Ergens is
2 immaterial to the analysis of Brokaw's ability to evaluate independently the matters under
3 investigation. There is no genuine issue that Brokaw was disinterested and independent with
4 respect to the SLC's investigation. There is therefore no genuine question of material fact that
5 all three SLC Members are disinterested and independent and that the SLC satisfies the first
6 prong of the requisite standard set forth in *Jacksonville*.

7 Even if a genuine question were raised as to Brokaw's independence, the SLC as a
8 whole would still unquestionably satisfy the first prong of the *Jacksonville* standard on
9 disinterest and independence. As discussed above, both Lillis and Federico are disinterested
10 and independent under well-established law; both approved the SLC's determination. (*See*
11 *Lillis Decl.* ¶ 12-19, 30, 32; *Federico Decl.* ¶¶ 10-15, 26, 28.) Because the three-member SLC
12 required approval by a majority of its members to act, the SLC could not have acted without the
13 approval of a disinterested and independent member, regardless of Brokaw's disinterest and
14 independence.³⁴

15 Under *Jacksonville* and multiple other cases cited therein, such required approval by at
16 least one disinterested and independent member suffices to establish the disinterest and
17 independence of the SLC as a whole. *See Jacksonville*, 401 P.3d at 1091-92 (finding the special
18 litigation committee independent where any action by the committee required the vote of an
19 undeniably independent member) (citing *Strougo ex rel. The Brazil Fund, Inc. v. Padegs*, 27 F.
20 Supp. 2d 442, 450 n.3 (S.D.N.Y. 1998) (If one of the two special litigation committee members
21 lacked some degree of independence, "such a finding would not deprive the SLC as a whole of
22 its independence."); *In re Oracle Sec. Litig.*, 852 F. Supp. 1437, 1442 (N.D. Cal. 1994) (holding
23 that even if one SLC member had "some alleged interest," since he was not the only member of
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due to the absence of a substantial risk of material liability — the Court found Lillis and therefore the committee as
a whole independent, and the Supreme Court affirmed.

³³ Had the SLC's investigation discovered circumstances in which the Ergens faced a material likelihood of
personal liability not alleged in the Complaint, and the SLC had then had any concern that Brokaw's independence
might be compromised by his relationship with the Ergens, the SLC could have adjusted accordingly, such as by
removing Brokaw or otherwise insulating the SLC's decision. The Complaint presented no genuine reason to
structure the SLC differently at the outset.

³⁴ *See supra* n.24.

1 the SLC, there was “nothing to indicate that the SLC’s judgment was tainted in any way”);
2 *Johnson v. Hui*, 811 F. Supp. 479, 487 (N.D. Cal. 1991) (“[E]ven if the evidence suggests that
3 [one member] is tainted to some degree, this taint does not rise to the level where the Court
4 should conclude that the committee is tainted. [That member] is not the only member of the
5 committee, and there is no indication that the objectivity of [the other member] or committee
6 counsel were overborne by [his] arguments or conduct.”). There is no genuine question of
7 material fact as to the SLC’s disinterest and independence.

8 **III. There Is No Genuine Dispute that the SLC Conducted a Good Faith, Thorough**
9 **Investigation.**

10 Under the second prong of the requisite standard, the Court evaluates whether the
11 special litigation committee conducted a good faith, thorough investigation. *See Jacksonville*,
12 401 P.3d at 1087-88 (adopting the *Auerbach* test under which the Court determines “whether
13 the SLC is independent and conducted a good-faith, thorough investigation.”). “Thus, absent
14 evidence of bad faith or fraud . . . the courts must and properly should respect [the SLC’s]
15 determinations.” *Id.* at 1092 (quoting *Auerbach*, 393 N.E.2d at 1000). It does not matter
16 whether the Court might have proceeded in a different fashion. *Id.* at 1087-88. A special
17 litigation committee’s investigation fails to meet the standard only if it is “so restricted in scope,
18 so shallow in execution, or otherwise so Pro forma or halfhearted as to constitute a pretext or
19 sham[.]” *Auerbach*, 393 N.E.2d at 1000.

20 **A. The SLC Conducted a Good Faith, Thorough Investigation.**

21 As discussed above and in detail in pages 29 to 33 of the SLC Report, the SLC
22 conducted a good faith, thorough investigation of the Plaintiffs’ Claims as well as the related
23 *Caremark* claims that Plaintiffs abandoned. The SLC, through counsel, collected and reviewed
24 more than forty-four thousand documents. (SLC Report at 30.) It interviewed twenty-two
25 different people. (*Id.* at 32.) The SLC Members each personally invested hundreds of hours in
26 the process. (*See* Lillis Decl. ¶ 29; Federico Decl. ¶ 25; Brokaw Decl. ¶ 35.) They each
27 reviewed more than fifteen hundred documents personally and attended nearly all of the
28 interviews. (*See* SLC Report at 30; Lillis Decl. ¶ 23, 26; Federico Decl. ¶¶ 19, 22; Brokaw

1 Decl. ¶¶ 29, 32.) They met numerous times to consider the matters under investigation. The
2 SLC Members reviewed, discussed and revised multiple drafts of the SLC's Report before
3 confirming that their final conclusions were correctly documented. (See Lillis Decl. ¶ 30;
4 Federico Decl. ¶ 26; Brokaw Decl. ¶ 36.) Thus, there is no genuine issue of material fact as to
5 the good faith thoroughness of the SLC's investigation.

6 Plaintiffs have repeatedly argued that "The SLC's assignment here is straightforward. . .
7 . [T]he SLC is tasked with determining what, if anything, each of the other eight Dish directors
8 believe DeFranco got wrong [about DISH's compliance with the 2009 AVC in his *Krakauer*
9 testimony] and, if they now have a different story to tell, why they did not tell it during the
10 North Carolina trial to help Dish avoid being slapped with treble damages." (See, e.g., Ex. H,
11 Email from E. Luedeke (Aug. 22, 2018) (SLC Report Ex. 482).) The SLC's investigation
12 encompassed these inquiries.³⁵ With the exception of Clayton, who was terminally ill and is
13 now deceased, the SLC interviewed each member of DISH's Board from the Investigation
14 Period. (SLC Report at 32.) The SLC collected, searched, and reviewed the records from both
15 *U.S. v. DISH* and *Krakauer*. (*Id.* at 31.) And, the SLC fully evaluated the testimony from
16 DeFranco in *Krakauer* on which Plaintiffs would have DISH base its Claims. (*Id.* at 320-24.)
17 Plaintiffs cannot reasonably contend that there is a genuine issue as to the good faith
18 thoroughness of the SLC's investigation when it exceeded the scope of the investigation they
19 advocated.

20 **B. The SLC Did Not Prejudge the Outcome of its Investigation Based Upon**
21 **DISH's Motion to Dismiss.**

22 Plaintiffs asserted in their Opposition to Stay that the SLC prejudged the merits of the
23 Claims because DISH's Board approved filing DISH's Motion to Dismiss under Rule 23.1 (for
24 failure to plead demand futility and for lack of standing). (Stay Opp. at 5-6.) This argument
25 conflates a decision by the Board that Plaintiffs should not usurp the Board's control of the

26 ³⁵ (See SLC Report at 225-26 ("After receiving the Dodge Email and the legal advice therein, Howard,
27 Goodbarn and Mrs. Ergen specifically recall concluding that DISH was complying with DNC Laws. Ergen and
28 DeFranco also believed that, [] DISH was complying with the DNC Laws"); *id.* at 323 ("The *Krakauer* court
agreed with DISH that the 2009 AVC should be excluded, except for limited excerpts relevant to the question of
DISH's control over the Retailers."))

1 corporation's legal claims with a decision by the Board on the merits of claims. Courts have
2 repeatedly held that a special litigation committee does not demonstrate a lack of independence
3 even when the committee itself has made a motion with respect to demand. *See Sarnacki v.*
4 *Golden*, 4 F. Supp. 3d 317, 324 (D. Mass. 2014) ("The two motions referenced by Plaintiff did
5 not, in fact, address the merits of the suit. Instead, they sought dismissal based on procedural
6 and pleading deficiencies. The motions cannot be construed as prejudgment of the merits.")
7 (citations omitted); *Strougo*, 27 F. Supp. 2d at 449 ("[S]ince a 'motion to dismiss is designed to
8 test the legal sufficiency of the complaint . . . [and not] the evidence at issue,' it cannot be
9 concluded that Da Costa prejudged the evidence in this case.") (citation omitted). The Court
10 rejected this argument in *Jacksonville*. 2015 WL 13643897, at *12, *17-18 (finding special
11 litigation committee independent where committee separately moved to dismiss for failure to
12 plead demand futility).

13 Plaintiffs separately argue that Brokaw prejudged the Claims by joining in Defendants'
14 Motion to Dismiss. (Stay Opp. at 5.) Brokaw did not prejudice the Claims. He moved to
15 dismiss on the ground that he was not alleged even to have been on the DISH Board during the
16 relevant time period. Moreover, moving to dismiss claims for failure to state a claim does not
17 constitute prejudgment any more than moving to dismiss for failure to satisfy the demand
18 requirement. *See, e.g., Sarnacki*, 4 F. Supp. 3d at 324; *Strougo*, 27 F. Supp. 2d at 449.
19 Defendants' Motion to Dismiss challenged the sufficiency of Plaintiffs' allegations in the
20 Complaint. The SLC's investigation considered all evidence available to DISH concerning the
21 relevant issues. (*See, e.g., SLC Report* at 29-291.) It does not prejudice the outcome of the
22 SLC's investigation to assert that Plaintiffs have failed to state a claim where the SLC was
23 explicitly empowered to make whatever filing it deemed necessary to pursue any claims it
24 deemed appropriate.³⁶ A filing by the SLC could correct the deficiencies in Plaintiffs'
25 Complaint — had the SLC identified evidence permitting it to do so.

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28 ³⁶ (Unanimous Written Consent at 2.)

Where courts have found prejudgment by a special litigation committee, the committee or its members have taken affirmative positions on the events at issue or the company's claims, not the plaintiffs' standing or pursuit of the claims. Plaintiffs' citations to the contrary are inapposite: *Biondi v. Scrushy*, 820 A.2d 1148, 1165-1166 (Del. Ch. 2003) (chairman of the SLC "publicly and prematurely issued statements exculpating one of the key company insiders whose conduct is supposed to be impartially investigated by the SLC"); *London v. Tyrrell*, 2010 WL 877528, at *15 (Del. Ch. Mar. 11, 2010) ("[I]f evidence suggests that the SLC members prejudged the merits of the suit based on that prior exposure or familiarity, and then conducted the investigation with the object of putting together a report that demonstrates the suit has no merit, this will create a material question of fact as to the SLC's independence. In this case, that is what has occurred."); *Hasan v. CleveTrust Realty Investors*, 729 F.2d 372, 379-80 (6th Cir. 1984) (addressed business ties, not prejudgment by the committee); *In re Bank of N.Y. Derivative Litig.*, 2000 WL 1708173, at *3 (S.D.N.Y. Nov. 14, 2000) (the committee members, defendants themselves, had "strenuously" denied any wrongdoing). Nothing of the nature described in Plaintiffs' cases occurred here.

Because the SLC conducted a good faith thorough investigation, both of the requirements for deference are satisfied, and the merits of SLC's determination that pursuit of Plaintiffs' Claims would not be in DISH's best interest is not subject to judicial review.

IV. Consistent with *Jacksonville*, the Court Should Grant Summary Judgment in the SLC's Favor.

A movant satisfies its burden on a motion for summary judgment by demonstrating the absence of any genuine factual dispute. *See Zea v. Premier Transp. & Warehousing, Inc.*, 124 Nev. 1521, 238 P.3d 868 (2008) ("Summary judgment is proper only if no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law."). Where the movant bears the burden of proof on a point, the movant must point to evidence in the record permitting a fact finder to find in the movant's favor. *Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007) ("The party moving for summary judgment bears the initial burden of production to show the absence of a genuine issue of

1 material fact.”). Once that has been done, the non-movant must make legal arguments or point
2 to admissible evidence demonstrating a genuine issue of material fact to avoid summary
3 judgment. *Id.* (“If such a showing is made, then the party opposing summary judgment assumes
4 a burden of production to show the existence of a genuine issue of material fact.”).

5 Here, through the declarations provided herewith and the SLC’s extensive Report, the
6 SLC has met its burden on summary judgment. As explained above, there is no genuine dispute
7 that the SLC is disinterested and independent and conducted a good faith, thorough
8 investigation. Plaintiffs’ arguments to the contrary are incorrect as a matter of law. The Court
9 therefore should enter summary judgment at this time.

10 In the event that the Court nonetheless finds that there is a genuine issue of material fact
11 precluding summary judgment, consistent with *Jacksonville*, the Court should hold an
12 evidentiary hearing and make final factual determinations as to the SLC’s independence and the
13 good faith, thoroughness of its investigation.

14 CONCLUSION

15 For the foregoing reasons, the SLC on behalf of DISH respectfully submits that the
16 Court enter summary judgment dismissing the Complaint with prejudice on the ground that the
17 SLC has determined that the Claims are not in DISH’s best interest.

18 DATED this 19th day of December 2018.

19
20
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CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of December 2018, a true and correct copy of the foregoing **MOTION FOR SUMMARY JUDGMENT DEFERRING TO THE SPECIAL LITIGATION COMMITTEE'S DETERMINATION THAT THE CLAIMS SHOULD BE DISMISSED, NOTICE OF MOTION, and MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF THE MOTION FOR SUMMARY JUDGMENT DEFERRING TO THE SPECIAL LITIGATION COMMITTEE'S DETERMINATION THAT THE CLAIMS SHOULD BE DISMISSED** was served by the following method(s):

☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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21 **DISTRICT COURT**
22 **CLARK COUNTY, NEVADA**

23 PLUMBERS LOCAL UNION NO. 519 PENSION
24 TRUST FUND and CITY OF STERLING
25 HEIGHTS POLICE AND FIRE RETIREMENT
26 SYSTEM, derivatively on behalf of nominal
27 defendant DISH NETWORK CORPORATION,

28 Plaintiffs,

v.

CHARLES W. ERGEN; JAMES DEFRANCO;
CANTEY M. ERGEN; STEVEN R.
GOODBARN; DAVID MOSKOWITZ; TOM A.
ORTOLF; CARL E. VOGEL; GEORGE R.
BROKAW; JOSEPH P. CLAYTON; and GARY
S. HOWARD,

Defendants,

DISH NETWORK CORPORATION, a Nevada
corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**APPENDIX TO MOTION FOR
SUMMARY JUDGMENT
DEFERRING TO THE SPECIAL
LITIGATION COMMITTEE'S
DETERMINATION THAT THE
CLAIMS SHOULD BE DISMISSED**

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DATED this 19th day of December 2018.

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CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of December 2018, a true and correct copy of the foregoing **APPENDIX TO MOTION FOR SUMMARY JUDGMENT DEFERRING TO SPECIAL LITIGATION COMMITTEE'S DETERMINATION THAT THE CLAIMS SHOULD BE DISMISSED** was served by the following method(s):

☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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EXHIBIT A

EXHIBIT A

JA016912

APP 1

EX-3.1 2 d46229exv3w1.htm AMENDED AND RESTATED BYLAWS

AMENDED AND RESTATED
BYLAWS
OF
ECHOSTAR COMMUNICATIONS CORPORATION
(effective May 8, 2007)

ARTICLE I

Principal Office and Corporate Seal

Section 1.1. Principal Office. The principal office and place of business of EchoStar Communications Corporation (the “Corporation”) is presently at 9601 S. Meridian Boulevard, Englewood, Colorado 80112.

Section 1.2. Other Offices. Other offices and places of business either within or outside Nevada or Colorado may be established from time to time by resolution of the Board of Directors or as the business of the Corporation may require. The registered office of the Corporation required by Title 7, Chapter 78 of the Nevada Revised Statutes to be maintained in Nevada may be changed from time to time by the Board of Directors.

Section 1.3. Seal. The seal of the Corporation shall have inscribed thereon the name of the Corporation and the word “Seal”, and shall be in such form as may be approved by the Board of Directors or Secretary, which shall have the power to alter the same at its or his pleasure. The Corporation may use the seal by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

ARTICLE II

Shares and Transfer Thereof

Section 2.1. Stock Certificates and Uncertificated Shares. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chief Executive Officer, the President or a Vice President, and by the Secretary or an Assistant Secretary, or their designee of the Corporation, certifying the number of shares of stock owned by him in the Corporation; provided, however, that the Corporation may authorize the issuance of uncertificated shares of some or all of any or all classes or series of the Corporation’s stock. Any such issuance of uncertificated shares shall have no effect on

existing certificates for shares until such certificates are surrendered to the Corporation, or on the respective rights and obligations of the Stockholders. Whenever any such certificate is countersigned or otherwise authenticated by a transfer agent or a transfer clerk and by a registrar (other than the Corporation), then a facsimile of the signatures of any corporate officers or agents, the transfer agent or transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. In the event that any officer or officers who have signed, or whose facsimile signatures have been used on any certificate or certificates for stock cease to be an officer or officers because of death, resignation or other reason, before the certificate or certificates for stock have been delivered by the Corporation, the certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed the certificate or certificates, or whose facsimile signature or signatures have been used thereon, had not ceased to be an officer or officers of the Corporation.

If the Corporation is authorized to issue more than one class of stock or more than one series of any class, the certificate shall contain a statement setting forth the office or agency of the Corporation from which Stockholders may obtain a copy of a statement or summary of the powers, designations, preferences, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the Stockholders shall be identical whether or not their shares of stock are represented by certificates.

Each certificate representing shares shall state the following upon the face thereof: the name of the state of the Corporation's organization, the name of the person to whom issued; the number and class of shares and the designation of the series, if any, which such certificate represents; the par value of each share, if any, represented by such certificate or a statement that the shares are without par value. Certificates of stock shall be in such form consistent with law as shall be prescribed by the Board of Directors. No certificate shall be issued until the shares represented thereby are fully paid.

Section 2.2. Record. A record shall be kept of the name of each person or other entity holding the stock of the Corporation issued, the number of shares held by each such person, the date thereof and, in the case of cancellation, the date of cancellation. The Corporation shall be entitled to treat the person or other entity in whose name shares of stock of the Corporation stand on the books of the Corporation as the absolute owner thereof, and thus a holder of record of such shares of stock, for all purposes as regards the Corporation, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

Section 2.3. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond or other security sufficient to

indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 2.4. Closing of Transfer Books — Record Date. For the purpose of determining Stockholders entitled to notice of or to vote at any meeting of Stockholders, or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of Stockholders for any other proper purpose, the Board of Directors may provide that the stock transfer books shall be closed for a stated period, but not to exceed in any case sixty (60) days. If the stock transfer books shall be closed for the purpose of determining Stockholders entitled to notice of, or to vote at a meeting of Stockholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of Stockholders, such date in any case to be not more than sixty (60) or less than ten (10) days prior to the date on which the particular action requiring such determination of Stockholders is to be taken. If the Board of Directors does not order the stock transfer books closed, or fix in advance a record date, as above provided, then the record date for the determination of Stockholders entitled to notice of, or to vote at any meeting of Stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or for the determination of Stockholders for any proper purpose shall at the close of business on the day before the day on which notice is given or, if notice is waived, at the close of business on the day prior to the date on which the particular action requiring such determination of Stockholders is to be taken.

Section 2.5. Transfer of Shares. Upon surrender to the Corporation or to a transfer agent of the Corporation of a certificate of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and such documentary stamps as may be required by law, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate. Upon written notice to the Corporation or to a transfer agent of the Corporation from the holder of record of any uncertificated shares of stock requesting a registration of transfer of such uncertificated shares to another person, accompanied by proper evidence of succession, assignment or authority to transfer, and such documentary stamps as may be required by law, it shall be the duty of the Corporation to register such uncertificated shares of stock in the name of such other person on the books of the Corporation as the successor holder of record of such uncertificated shares of stock. Every such transfer of stock shall be entered on the stock book of the Corporation which shall be kept at its principal office or by its registrar duly appointed.

Section 2.6. Transfer Agents, Registrars and Paying Agents. The Board of Directors may, at its discretion, appoint one or more transfer agents, registrars and agents for making payment upon any class of stock, bond, debenture or other security of the Corporation. Such agents and registrars may be located either within or outside Nevada. They shall have such rights and duties and shall be entitled to such compensation as may be agreed.

ARTICLE III

Stockholders and Meetings Thereof

Section 3.1. Place of Meeting. Meetings of Stockholders shall be held at the principal office of the Corporation or at such other place, either within or without Nevada, as shall be determined by the Board of Directors.

Section 3.2. Annual Meeting. The annual meeting of Stockholders of the Corporation for the election of directors, and for the transaction of such other business as may properly come before the meeting, shall be held as determined by resolution of the Board of Directors. If a quorum be not present, the meeting may be adjourned from time to time, but no single adjournment shall exceed sixty (60) days. If the election of directors shall not be held at the annual meeting of Stockholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of Stockholders as soon thereafter as convenient.

Section 3.3. Special Meetings. Special meetings of Stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman of the Board of Directors, the Chief Executive Officer, the Board of Directors, or the holders of not less than one-third (1/3) of the voting power of the Corporation. Any holder or holders of not less than one-third (1/3) of the voting power of the Corporation who desire to call a special meeting pursuant to this Article III, Section 3.3 shall notify the Chairman of the Board of Directors in writing that a special meeting of the Stockholders shall be called and shall state the purpose of the meeting and include any information required by applicable law or these Bylaws. Within thirty (30) days after notice to the Chairman of the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary shall set the date, time and location of the Stockholders meeting. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 3.4. Notice of Meeting. Written notice stating the place, day and hour of any annual or special meeting of Stockholders, and the purpose or purposes for which the meeting is called, shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally by mail, or by a form of electronic transmission permitted for such purpose by applicable law and each national securities exchange upon which the Corporation's voting stock is then listed, by or at the direction of the Chairman of the Board of Directors, the Chief Executive Officer, the President (or in his absence by a Vice President), the Secretary, the Board of Directors, or the officer or persons calling the meeting, to each Stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail postage prepaid, directed to the Stockholder at such Stockholder's address as it appears on the records of the Corporation. If sent by electronic transmission, such notice shall be deemed to be given when sent to the Stockholder at such Stockholder's electronic address as it appears on the records of the Corporation. Failure to deliver such notice or obtain a waiver thereof shall not cause the meeting to be lost, but it shall

be adjourned by the Stockholders present for a period not to exceed sixty (60) days until any deficiency to notice or waiver shall be supplied.

Section 3.5. Adjournment. When a meeting is for any reason adjourned to another time, notice will not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted which might have been transacted at the original meeting.

Section 3.6. Organization. Meetings of Stockholders shall be presided over by the Chairman of the Board of Directors, or in the absence of the Chairman of the Board of Directors, by the Vice Chairman of the Board of Directors, or in his absence by the Chief Executive Officer, or in his absence by the President, or in his absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman elected at the meeting by a majority of the votes which all Stockholders present in person or by proxy are entitled to cast. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

The order of business at each such meeting shall be as determined by the chairman of the meeting. The chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, the establishment of procedures for the maintenance of order and safety, limitations on the time allotted to questions or comments on the affairs of the Corporation, restrictions on entry to such meeting after the time prescribed for the commencement thereof and the opening and closing of the voting polls.

Section 3.7. Voting Records. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days, before each meeting of Stockholders, a complete record of the Stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which record, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation, whether within or without Nevada, and shall be subject to inspection by any Stockholder for any purpose germane to the meeting at any time during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such record or transfer books or to vote at any meeting of Stockholders.

Section 3.8. Quorum. At each meeting of Stockholders, except where otherwise provided by Title 7, Chapter 78 of the Nevada Revised Statutes or the Articles of Incorporation or these Bylaws, the holders of a majority of the voting power of stock entitled to vote on a matter at the meeting, present in person or represented by proxy, shall constitute a quorum. For purposes of the foregoing, where a separate vote by class or series is required for any matter, the holders of a majority of the voting power of such class or series, present in person or represented by proxy, shall constitute a quorum to take action with respect to that vote on that matter. Two or more classes or series of stock shall be considered a single class if the holders thereof are entitled to vote together as a single class at the meeting. In the absence of a

quorum of the holders of a majority of the voting power of any class of stock entitled to vote on a matter, the holders of a majority of the voting power of such class so present or represented may adjourn the meeting of such class from time to time in the manner provided by Section 3.5 of these Bylaws until a quorum of such class shall be so present or represented for a period not to exceed sixty (60) days at any one adjournment. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Stockholders present at a duly organized meeting may continue to transact business until adjourned, notwithstanding the withdrawal of Stockholders so that less than a quorum remains.

Section 3.9. Proxies. A Shareholder may vote either in person or by proxy executed in writing by the Shareholder or by his duly authorized attorney in fact. No proxy shall be valid after six (6) months from the date of its execution, unless otherwise provided in the proxy.

Section 3.10. Action by Written Consent. Unless the Articles of Incorporation or these Bylaws specifically provide otherwise, any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if, before or after the action, a written consent thereto is signed by shareholders holding at least a majority of the voting power, except that if any greater proportion of voting power is required for such action at a meeting, then such greater proportion of written consents shall be required. In no instance where action is authorized by written consent need a meeting of shareholders be called or noticed.

Section 3.11. Voting. Each outstanding share, regardless of class, shall be entitled to one vote, and each fractional share shall be entitled to a corresponding fractional vote on each matter submitted to a vote at a meeting of Stockholders, except as may be otherwise provided in the Articles of Incorporation. If the Articles of Incorporation provide for more or less than one vote for any class or series of shares on any matter, every reference in these Bylaws to a majority or other proportion of stock shall refer to such a majority or other proportion of the voting power of all of the shares of those classes or series of shares. In the election of directors, each record holder of stock entitled to vote at such election shall have the right to vote in person or by proxy the number of shares owned by him, for as many persons as there are directors to be elected, and for whose election he has the right to vote unless the Articles of Incorporation otherwise provide. Cumulative voting shall not be allowed.

Section 3.12. Advance Notice of Stockholder Proposals. At any annual meeting of Stockholders, proposals by Stockholders and persons nominated for election as directors by Stockholders shall be considered only if advance notice thereof has been timely given as provided herein and such proposals or nominations are otherwise proper for consideration under applicable law and the Articles of Incorporation and Bylaws of the Corporation. To be timely, a Stockholder's notice must be delivered to, or mailed and received by, the Secretary of the Corporation at the principal office of the Corporation not less than ninety (90) nor more than one hundred twenty (120) days prior to the anniversary date of the

immediately preceding annual meeting of Stockholders; provided, however that in the event the annual meeting of Stockholders is not within thirty (30) days before or after such anniversary date then notice by the Stockholder must be received not later than the tenth (10th) day following the day on which such notice of the date of the annual meeting was mailed or first publicly announced or disclosed (in a public filing or otherwise), whichever occurs first. Any Stockholder who gives notice of any such proposal shall deliver therewith the text of the proposal to be presented and a brief written statement of the reasons why such Stockholder favors the proposal and setting forth such Stockholder's name and address, the number and class of all shares of each class of stock of the Corporation beneficially owned by such Stockholder and any material interest of such Stockholder in the proposal (other than as a stockholder). Any Stockholder desiring to nominate any person for election as a director of the Corporation shall deliver with such notice a statement in writing setting forth the name of the person to be nominated, the number and class of all shares of each class of stock of the Corporation beneficially owned by such person, the information regarding such person required by paragraphs (a), (e) and (f) of Item 401 of Regulation S-K adopted by the Securities and Exchange Commission (or the corresponding provisions of any regulation subsequently adopted by the Securities and Exchange Commission applicable to the Corporation), such person's signed consent to serve as a director of the Corporation if elected, such Stockholder's name and address and the number and class of all shares of each class of stock of the Corporation beneficially owned by such Stockholder. The chairman presiding at the meeting, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall determine whether such notice has been duly given and shall direct that proposals and nominees not be considered if such notice has not been given.

ARTICLE IV

Directors: Powers and Meetings

Section 4.1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise provided in Title 7, Chapter 78 of the Nevada Revised Statutes or the Articles of Incorporation.

Section 4.2. Performance of Duties. A director of the Corporation shall perform his duties as a director, including his duties as a member of any committee of the Board of Directors upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs (a), (b), and (c) of this Section 4.2; but he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his duties shall not have any liability by reason of being or having been a director of the Corporation. Those persons and groups upon whose information, opinions, reports, and statements a director is entitled to rely are:

(a) One or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented;

(b) Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or

(c) A committee of the Board of Directors upon which he does not serve, duly designated in accordance with the provisions of the Articles of incorporation or the Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

Section 4.3. Number; Tenure; Qualification; Chairman. The number of directors which shall constitute the whole Board of Directors of the Corporation shall be fixed from time to time by resolution of the Board of Directors or Stockholders (any such resolution of the Board of Directors or Stockholders being subject to any later resolution of either of them). The number of directors of the Corporation shall be not less than three (3) nor more than ten (10) who need not be Stockholders of the Corporation or residents of the State of Nevada and who shall be elected at the annual meeting of Stockholders or some adjournment thereof, except that there need be only as many directors as there are Stockholders in the event that the outstanding shares are held of record by fewer than three (3) persons. Directors shall hold office until the next succeeding annual meeting of Stockholders or until their successors shall have been elected and shall qualify or until his earlier resignation or removal. No provision of this section shall be restrictive upon the right of the Board of Directors to fill vacancies or upon the right of Stockholders to remove Directors as is hereinafter provided. The Board of Directors may designate one director as the Chairman of the Board of Directors.

Section 4.4. Resignation. Any Director of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors, the Chief Executive Officer, the President, or the Secretary of the Corporation. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, each director so appointed to hold office during the remainder of the term of office of the resigning director or directors.

Section 4.5. Annual Meeting. The annual meeting of the Board of Directors shall be held at the same place and on the same day as the annual meeting of Stockholders, and no notice shall be required in connection therewith. The annual meeting of the Board of Directors shall be for the purpose of electing the elective officers of the Corporation and the transaction of such other business as may come before the meeting.

Section 4.6. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without Nevada and at such times as the Board of

Directors may from time to time determine, and if so determined notice thereof need not be given.

Section 4.7. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board of Directors, the Vice-Chairman of the Board of Directors, the Chief Executive Officer, or by any two (2) directors, and may be held within or outside the State of Nevada at such time and place as the notice or waiver thereof may specify. Notice of such meetings shall be mailed to the last known address of each director at least five (5) days, or shall be given to a director in person or by telephone, facsimile or email at least forty-eight (48) hours prior to the date or time fixed for the meeting. Special meetings of the Board of Directors may be held at any time that all directors are present in person, and presence of any director at a meeting shall constitute waiver of notice of such meeting, except as otherwise provided by law. Unless specifically required by law, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.8. Meetings by Telephone. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 4.9. Quorum. A quorum at all meetings of the Board of Directors shall consist of a majority of the number of directors then holding office, but a smaller number may adjourn from time to time without further notice, until a quorum be secured. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by Title 7, Chapter 78 of the Nevada Revised Statutes, the Articles of Incorporation or these Bylaws.

Section 4.10. Manner of Acting. If a quorum is present, the affirmative vote of a majority of the directors present at the meeting and entitled to vote on that particular matter shall be the act of the Board of Directors, unless the vote of a greater number is required by law or the Articles of Incorporation.

Section 4.11. Action by Written Consent. Unless the Articles of Incorporation or these Bylaws specifically provide otherwise, any action required or permitted to be taken at a meeting of the Board of Directors, or any committee designated by such board may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each director or committee member, and delivered to the Secretary for inclusion in the minutes or for filing with the corporate records. Action taken under this section is effective when all directors or committee members have signed the consent, unless the consent specifies a different effective date. Such consents shall have the same force and effect as a unanimous vote of the directors or committee members and may be stated as such in any document.

Section 4.12. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office, and shall hold such office until his successor is fully elected and shall qualify or until his earlier resignation or removal. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office, which may be less than a quorum, or by an election at an annual meeting, or at a special meeting, of Stockholders called for that purpose. Any director elected or appointed to fill a vacancy shall hold office until the next annual meeting of Stockholders and until his successor shall have been elected and shall qualify or until his earlier resignation or removal.

Section 4.13. Compensation. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, directors may receive fees, compensation, and expense reimbursement as may be established by appropriate resolution of the Board of Directors for service on the Board of Directors and its committees, including without limitation attendance at and travel to meetings of the Board of Directors and its committees.

Section 4.14. Committees. The Board of Directors may by resolution designate one or more directors to constitute one or more committees which each shall have and may exercise all authority in the management of the Corporation as the Board of Directors to the extent provided in such resolution for such committee; but no such committee shall have the authority of the Board of Directors in reference to amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the Stockholders the sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the Corporation otherwise than in the usual and regular course of its business, recommending to the Stockholders a voluntary dissolution of the Corporation or a revocation thereof, or amending the Bylaws of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Unless the Board of Directors appoints alternative members pursuant to this bylaw, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member of the committee. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law. Each member of the Board of Directors, whether or not such director is a member of such committees, shall be entitled to receive notice of each meeting of each committee of the Board of Directors and each member of the Board of Directors shall be entitled to attend each meeting of any such committee, whether or not such director is a member of such committee.

Section 4.15. Committee Rules. Unless the Board of Directors otherwise provides and subject to Section 4.1 of these Bylaws, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and in other respects each committee shall conduct its

business in the same manner as the Board of Directors conducts its business pursuant to this Article IV of these Bylaws.

Section 4.16. Removal. The Stockholders may, at a meeting called for the express purpose of removing directors, by the vote of Stockholders representing not less than two-thirds of the voting power of the issued and outstanding stock entitled to voting power, remove the entire Board of Directors or any lesser number, with or without cause.

Section 4.17. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in his absence by the Vice Chairman of the Board of Directors, or in his absence by Chief Executive Officer, or in his absence by a chairman chosen at the meeting by a majority of the directors present at the meeting.

ARTICLE V

Officers

Section 5.1. Officers; Election; Term of Office. The elective officers of the Corporation shall be a Chief Executive Officer, a President, any number of Vice Presidents, a Secretary, any number of Assistant Secretaries, a Treasurer and any number of Assistant Treasurers, who shall be elected annually by the Board of Directors at its annual meeting. Unless removed in accordance with the procedures established by law and these Bylaws or unless provided in the resolution of the Board of Directors electing any officer, the said officers shall serve until the next succeeding annual meeting of the Board of Directors and until their respective successors are elected and shall qualify or until their earlier resignation or removal. Any two or more offices may be held by the same person at the same time. The officers of the Corporation shall be natural persons of the age of eighteen (18) years or older. The Board of Directors may elect or appoint such other officers and agents as it may deem advisable, who shall hold office during the pleasure of the Board of Directors, and shall be paid such compensation as may be directed by the Board of Directors.

Section 5.2. Powers and Duties. The officers of the Corporation shall respectively exercise and perform the respective powers, duties and functions as are stated below, and as may be assigned to them by the Board of Directors, not inconsistent with these Bylaws.

(a) Chief Executive Officer. The Chief Executive Officer shall, subject to the control of the Board of Directors, have the ultimate responsibility for the management and control of the affairs and business of the Corporation, and shall perform all duties and have all powers which are commonly incident to the office of Chief Executive Officer or which are delegated to him by the Board of Directors or as may be provided by law. In the absence of the Chairman of the Board of Directors and the Vice Chairman of the Board of Directors, he shall preside at all meetings of Stockholders and of the Board of Directors at which he shall be present.

(b) President. The President shall, subject to the control of the Board of Directors and the Chief Executive Officer, have general supervision, direction and control of the business and officers of the Corporation. In the absence of the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors and the Chief Executive Officer, he shall preside at all meetings of the Stockholders and of the Board of Directors at which he shall be present. The Chief Executive Officer, the President, a Vice President, the Secretary or an Assistant Secretary, unless some other person is specifically authorized by the Board of Directors, shall sign all bonds, deeds, mortgages, leases and contracts of the Corporation. The President shall perform all the duties commonly incident to his office and such other duties as the Board of Directors, the Chairman of the Board of Directors or the Chief Executive Officer shall designate or as may be provided by law.

(c) Vice President. In the absence or disability of the President, or at the Chief Executive Officer's or President's request, the Vice President or Vice Presidents, in order of their rank as fixed by the Board of Directors, and if not ranked, the Vice Presidents in the order designated by the Board of Directors, or, in the absence of such designation, in the order designated by the Chief Executive Officer or the President, shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions on the President. Each Vice President shall have such other powers and perform such other duties as may from time to time be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President or as may be provided by law.

(d) Secretary. The Secretary shall keep accurate minutes of all meetings of the Stockholders, the Board of Directors and any committees. He shall keep, or cause to be kept, a register of the Stockholders of the Corporation and shall be responsible for the giving of notice of meetings of the Stockholders, the Board of Directors and any committees, and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall be custodian of the records and of the seal of the Corporation and shall attest the affixing of the seal of the Corporation when so authorized. The Secretary shall perform all duties commonly incident to his office and such other duties as may from time to time be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President or as may be provided by law.

(e) Assistant Secretary. An Assistant Secretary may, at the request of the Secretary, or in the absence or disability of the Secretary, perform all the duties of the Secretary. He shall perform such other duties as may assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President or the Secretary or as may be provided by law.

(f) Treasurer. The Treasurer, subject to the order of the Board of Directors, shall have the care and custody of the money, funds, securities, receipts, valuable papers and documents of the Corporation. The Treasurer shall keep accurate books of accounts of the Corporation's transactions, which shall be the property of the Corporation, and

shall render financial reports and statements of condition of the Corporation when so requested by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President. The Treasurer shall perform all duties commonly incident to his office and such other duties as may, from time to time, be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President or as may be provided by law.

(g) Assistant Treasurer. An Assistant Treasurer may, at the request of the Treasurer, or in the absence or disability of the Treasurer, perform all of the duties of the Treasurer. He shall perform such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President or the Treasurer or as may be provided by law.

(h) Other Officers. The other officers, if any, of the Corporation shall have such powers and duties in the management of the Corporation as shall be stated in a resolution of the Board of Directors which is not inconsistent with these Bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his duties.

Section 5.3. Salaries. All officers of the Corporation may receive salaries or other compensation if so ordered and fixed by the Board of Directors. The Board of Directors shall have the authority to fix salaries in advance for stated periods or render the same retroactive as the Board of Directors may deem advisable.

Section 5.4. Inability to Act. In the event of absence or inability of any officer to act, the Board of Directors may delegate the power or duties of such officer to any other officer, director or person whom it may select.

Section 5.5. Resignation; Removal; Vacancies. Any officer or agent may resign at any time upon written notice to the Board of Directors, the Chief Executive Officer, the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not, of itself, create contract rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board or Directors at any regular or special meeting.

ARTICLE VI

Finance

Section 6.1. Reserve Fund. The Board of Directors, in its uncontrolled discretion, may set aside from time to time, out of the net profits or earned surplus of the Corporation, such sum or sums as it deems expedient as a reserve fund to meet contingencies, for equalizing dividends, for maintaining any property of the Corporation, and for any other purposes.

Section 6.2. Checks and Deposits. The monies of the Corporation shall be deposited in the name of the Corporation in such bank or banks or trust companies, as the Board of Directors shall designate, and may be drawn out only on checks signed in the name of the Corporation by such person or persons as the Board of Directors by appropriate resolution may direct. Notes and commercial paper, when authorized by the Board of Directors, shall be signed in the name of the Corporation by such officer or officers or agent or agents as shall thereto be authorized from time to time.

Section 6.3. Fiscal Year. The fiscal year of the Corporation shall end on December 31 of each year or shall be as otherwise determined by resolution of the Board of Directors.

ARTICLE VII

Bankruptcy/Insolvency

The Corporation shall not, without the affirmative vote of the whole Board of Directors of the Corporation, institute any proceedings to adjudicate the Corporation a bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against the Corporation, file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property or admit its inability to pay its debts generally as they become due or authorize any of the foregoing to be done or taken on behalf of the Corporation.

ARTICLE VIII

Waiver of Notice

With any notices required by law or under the Articles of Incorporation or these Bylaws to be given to any Stockholder or director of the Corporation, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be the equivalent to the giving of such notice.

ARTICLE IX

Indemnification of Directors, Officers and Others

Section 9.1. To the full extent permitted by Title 7, Chapter 78 of the Nevada Revised Statutes, Section 7502, as the same may be amended from time to time, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he conducted himself in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 9.2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 9.3. To the extent that a director, officer, or employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.1 and 9.2 of this Article IX, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 9.4. Any indemnification under Section 9.1 and 9.2 of this Article IX (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the office, director and employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 9.1 and 9.2 of this Article IX. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the affirmative vote of the holders of a majority of the voting power and represented at a meeting called for such purpose.

Section 9.5. Expenses (including attorneys fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation as they are incurred and in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors as provided in Section 9.4 of this Article IX upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined by a final order of a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation as authorized in this Article IX.

Section 9.6. The Board of Directors may exercise the Corporation's power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability hereunder or otherwise.

Section 9.7. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, these Bylaws, agreement, vote or shareholders or disinterested directors, Title 7, Chapter 78 of the Nevada Revised Statutes, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and representatives of such person.

Section 9.8. The Corporation shall have the power to indemnify current or former directors, officers, employees and agents to the fullest extent provided by the laws of the State of Nevada.

ARTICLE X

Amendments

These Bylaws may be amended or repealed, and new Bylaws may be adopted, at the annual meeting of the Board of Directors or at any regular or special meeting of the Board of Directors.

ARTICLE XI

Miscellaneous

Section 11.1. Loans. The Corporation may loan money to, guarantee the obligations of and otherwise assist directors, officers and employees of the Corporation, or directors of another corporation of which the Corporation owns a majority of the voting stock, only upon compliance with the requirements of Title 7, Chapter 78 of the Nevada Revised Statutes.

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such activity may be general or confined to specific instances.

Section 11.2. Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

/s/ David K. Moskowitz

David K. Moskowitz
Secretary

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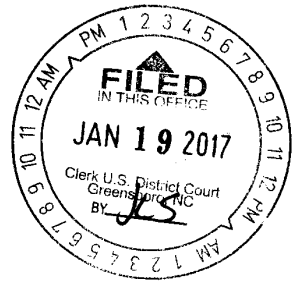
EXHIBIT B

EXHIBIT B

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APP 20

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA



THOMAS H. KRAKAUER,)
)
Plaintiff,)
)
v.)
)
DISH NETWORK L.L.C.,)
)
Defendant.)

1:14-CV-333

VERDICT SHEET

1. Was SSN acting as Dish's agent when it made the telephone calls at issue from May 11, 2010, through August 1, 2011?

☒ YES

☐ NO

If Yes, continue to Question 2. If No, skip all other questions and sign the verdict sheet.

2. Did SSN make and class members receive at least two telephone solicitations to a residential number in any 12-month period by or on behalf of Dish, when their telephone numbers were listed on the National Do Not Call Registry?

☒ YES as to Dr. Krakauer and all class members

If Yes, continue to Question 3 and skip the following questions.

☐ YES as to Dr. Krakauer and all class members except the following, whose numbers plaintiff has not proven were residential:

☐ Telephone numbers that LexisNexis always identifies as "unknown"

☐ Telephone numbers that LexisNexis identifies as residential before May 11, 2010 or after August 1, 2011

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- ☐ Telephone numbers that LexisNexis identifies as "unknown" in the May 2010 to August 2011 time period that the calls were made but identifies differently at other times
- ☐ Telephone numbers that LexisNexis identifies as both residential and "unknown"
- ☐ Telephone numbers that LexisNexis always identifies as residential, including in the May 2010 to August 2011 time period that the calls were made
- ☐ Telephone numbers that LexisNexis identifies as cellular and possibly cellular

☐ NO

If you answer Yes in whole or in part, also answer Question 3. If you answer No to Question 2, skip Question 3 and sign the verdict sheet.

3. What amount, up to \$500, do you award for each call made in violation of the TCPA?

\$ 400.00

Robert Jackson
Foreperson

01/19/2017
Date

EXHIBIT C

EXHIBIT C

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APP 23

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
SPRINGFIELD DIVISION**

UNITED STATES OF AMERICA and the
STATES OF CALIFORNIA, ILLINOIS,
NORTH CAROLINA, and OHIO,

Plaintiffs,

v.

DISH NETWORK L.L.C.,

Defendant.

Case No.: 3:09-cv-03073-SEM-TSH

**DISH NETWORK L.L.C.'S NOTICE OF APPEAL TO THE
U.S. COURT OF APPEALS FOR THE SEVENTH CIRCUIT**

Notice is hereby given that Defendant DISH Network L.L.C. ("DISH"), in the above-captioned case, appeals to the United States Court of Appeals for the Seventh Circuit pursuant to 28 U.S.C. § 1291, from the Amended Order for Permanent Injunction (ECF No. 822) and Amended Judgment (ECF No. 823), entered in this action on the 10th and 11th days of August, 2017, and from any and all other judgments, orders, opinions, decisions, rulings, and findings subsidiary thereto, incorporated therein, subsumed therein, prior thereto, or subsequent thereto, including, but in no way limited to the opinion denying the motion to dismiss (ECF No. 20), the opinion allowing in part and denying in part cross-motions for summary judgment (ECF No. 445), the opinion allowing in part and denying in part the motion for reconsideration of Opinion 445 (ECF No. 478), the opinion allowing in part the motion to reconsider Opinion 445 (ECF No. 480), the findings of fact and conclusions of law entered following the bench trial (ECF No. 797), the opinion denying the motion to clarify, alter and amend the judgment (ECF No. 820), and

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opinion allowing in part and denying in part the motion to clarify, alter and amend the order for permanent injunction (ECF No. 821).

Dated: October 6, 2017

/s/ Peter A. Bicks

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Attorneys for Defendant DISH Network L.L.C.

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CERTIFICATE OF SERVICE

I hereby certify that on October 6, 2017, I electronically filed the above document with the Clerk of Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/ Peter A. Bicks

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Attorney for Defendant DISH Network L.L.C.

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EXHIBIT D

EXHIBIT D

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APP 27

AMENDED AND RESTATED
BYLAWS
OF
DISH NETWORK CORPORATION
(effective March 28, 2018)

ARTICLE I

Principal Office and Corporate Seal

Section 1.1. Principal Office. The principal office and place of business of DISH Network Corporation (the “Corporation”) is presently at 9601 S. Meridian Boulevard, Englewood, Colorado 80112.

Section 1.2. Other Offices. Other offices and places of business either within or outside Nevada or Colorado may be established from time to time by resolution of the Board of Directors or as the business of the Corporation may require. The registered office of the Corporation required by Title 7, Chapter 78 of the Nevada Revised Statutes to be maintained in Nevada may be changed from time to time by the Board of Directors.

Section 1.3. Seal. The seal of the Corporation shall have inscribed thereon the name of the Corporation and the word “Seal”, and shall be in such form as may be approved by the Board of Directors or Secretary, which shall have the power to alter the same at its or his pleasure. The Corporation may use the seal by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

ARTICLE II

Shares and Transfer Thereof

Section 2.1. Stock Certificates and Uncertificated Shares. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chief Executive Officer, the President or a Vice President, and by the Secretary or an Assistant Secretary, or their designee of the Corporation, certifying the number of shares of stock owned by him in the Corporation; provided, however, that the Corporation may authorize the issuance of uncertificated shares of some or all of any or all classes or series of the Corporation's stock. Any such issuance of uncertificated shares shall have no effect on existing certificates for shares until such certificates are surrendered to the Corporation, or on the respective rights and obligations of the Stockholders. Whenever any such certificate is countersigned or otherwise authenticated by a transfer agent or a transfer clerk and by a registrar (other than the Corporation), then a facsimile of the signatures of any corporate officers or agents, the transfer

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agent or transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. In the event that any officer or officers who have signed, or whose facsimile signatures have been used on any certificate or certificates for stock cease to be an officer or officers because of death, resignation or other reason, before the certificate or certificates for stock have been delivered by the Corporation, the certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed the certificate or certificates, or whose facsimile signature or signatures have been used thereon, had not ceased to be an officer or officers of the Corporation.

If the Corporation is authorized to issue more than one class of stock or more than one series of any class, the certificate shall contain a statement setting forth the office or agency of the Corporation from which Stockholders may obtain a copy of a statement or summary of the powers, designations, preferences, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the Stockholders shall be identical whether or not their shares of stock are represented by certificates.

Each certificate representing shares shall state the following upon the face thereof: the name of the state of the Corporation's organization, the name of the person to whom issued; the number and class of shares and the designation of the series, if any, which such certificate represents; the par value of each share, if any, represented by such certificate or a statement that the shares are without par value. Certificates of stock shall be in such form consistent with law as shall be prescribed by the Board of Directors. No certificate shall be issued until the shares represented thereby are fully paid.

Section 2.2. Record. A record shall be kept of the name of each person or other entity holding the stock of the Corporation issued, the number of shares held by each such person, the date thereof and, in the case of cancellation, the date of cancellation. The Corporation shall be entitled to treat the person or other entity in whose name shares of stock of the Corporation stand on the books of the Corporation as the absolute owner thereof, and thus a holder of record of such shares of stock, for all purposes as regards the Corporation, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

Section 2.3. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond or other security sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 2.4. Closing of Transfer Books - Record Date. For the purpose of determining Stockholders entitled to notice of or to vote at any meeting of Stockholders, or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of Stockholders for any other proper purpose, the Board of Directors may provide

that the stock transfer books shall be closed for a stated period, but not to exceed in any case sixty (60) days. If the stock transfer books shall be closed for the purpose of determining Stockholders entitled to notice of, or to vote at a meeting of Stockholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of Stockholders, such date in any case to be not more than sixty (60) or less than ten (10) days prior to the date on which the particular action requiring such determination of Stockholders is to be taken. If the Board of Directors does not order the stock transfer books closed, or fix in advance a record date, as above provided, then the record date for the determination of Stockholders entitled to notice of, or to vote at any meeting of Stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or for the determination of Stockholders for any proper purpose shall at the close of business on the day before the day on which notice is given or, if notice is waived, at the close of business on the day prior to the date on which the particular action requiring such determination of Stockholders is to be taken.

Section 2.5. Transfer of Shares. Upon surrender to the Corporation or to a transfer agent of the Corporation of a certificate of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and such documentary stamps as may be required by law, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate. Upon written notice to the Corporation or to a transfer agent of the Corporation from the holder of record of any uncertificated shares of stock requesting a registration of transfer of such uncertificated shares to another person, accompanied by proper evidence of succession, assignment or authority to transfer, and such documentary stamps as may be required by law, it shall be the duty of the Corporation to register such uncertificated shares of stock in the name of such other person on the books of the Corporation as the successor holder of record of such uncertificated shares of stock. Every such transfer of stock shall be entered on the stock book of the Corporation which shall be kept at its principal office or by its registrar duly appointed.

Section 2.6. Transfer Agents, Registrars and Paying Agents. The Board of Directors may, at its discretion, appoint one or more transfer agents, registrars and agents for making payment upon any class of stock, bond, debenture or other security of the Corporation. Such agents and registrars may be located either within or outside Nevada. They shall have such rights and duties and shall be entitled to such compensation as may be agreed.

ARTICLE III

Stockholders and Meetings Thereof

Section 3.1. Place of Meeting. Meetings of Stockholders shall be held at the principal office of the Corporation or at such other place, either within or without Nevada, as shall be determined by the Board of Directors.

Section 3.2. Annual Meeting. The annual meeting of Stockholders of the Corporation for the election of directors, and for the transaction of such other business as may properly come before the meeting, shall be held as determined by resolution of the Board of Directors. If a quorum be not present, the meeting may be adjourned from time to time, but no

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single adjournment shall exceed sixty (60) days. If the election of directors shall not be held at the annual meeting of Stockholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of Stockholders as soon thereafter as convenient.

Section 3.3. Special Meetings. Special meetings of Stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman of the Board of Directors, the Chief Executive Officer, the Board of Directors, or the holders of not less than one-third (1/3) of the voting power of the Corporation. Any holder or holders of not less than one-third (1/3) of the voting power of the Corporation who desire to call a special meeting pursuant to this Article III, Section-3.3 shall notify the Chairman of the Board of Directors in writing that a special meeting of the Stockholders shall be called-and shall state the purpose of the meeting and include any information required by applicable law or these Bylaws. Within thirty (30) days after notice to the Chairman of the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary shall set the date, time and location of the Stockholders meeting. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 3.4. Notice of Meeting. Written notice stating the place, day and hour of any annual or special meeting of Stockholders, and the purpose or purposes for which the meeting is called, shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally by mail, or by a form of electronic transmission permitted for such purpose by applicable law and each national securities exchange upon which the Corporation's voting stock is then listed, by or at the direction of the Chairman of the Board of Directors, the Chief Executive Officer, the President (or in his absence by a Vice President), the Secretary, the Board of Directors, or the officer or persons calling the meeting, to each Stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail postage prepaid, directed to the Stockholder at such Stockholder's address as it appears on the records of the Corporation. If sent by electronic transmission, such notice shall be deemed to be given when sent to the Stockholder at such Stockholder's electronic address as it appears on the records of the Corporation. Failure to deliver such notice or obtain a waiver thereof shall not cause the meeting to be lost, but it shall be adjourned by the Stockholders present for a period not to exceed sixty (60) days until any deficiency to notice or waiver shall be supplied.

Section 3.5. Adjournment. When a meeting is for any reason adjourned to another time, notice will not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted which might have been transacted at the original meeting.

Section 3.6. Organization. Meetings of Stockholders shall be presided over by the Chairman of the Board of Directors, or in the absence of the Chairman of the Board of Directors, by the Vice Chairman of the Board of Directors, or in his absence by the Chief Executive Officer, or in his absence by the President, or in his absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman elected at the meeting by a majority of the votes which all Stockholders present in person or by proxy are entitled to cast. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of

the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

The order of business at each such meeting shall be as determined by the chairman of the meeting. The chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, the establishment of procedures for the maintenance of order and safety, limitations on the time allotted to questions or comments on the affairs of the Corporation, restrictions on entry to such meeting after the time prescribed for the commencement thereof and the opening and closing of the voting polls.

Section 3.7. Voting Records. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days, before each meeting of Stockholders, a complete record of the Stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which record, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation, whether within or without Nevada, and shall be subject to inspection by any Stockholder for any purpose germane to the meeting at any time during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such record or transfer books or to vote at any meeting of Stockholders.

Section 3.8. Quorum. At each meeting of Stockholders, except where otherwise provided by Title 7, Chapter 78 of the Nevada Revised Statutes or the Articles of Incorporation or these Bylaws, the holders of a majority of the voting power of stock entitled to vote on a matter at the meeting, present in person or represented by proxy, shall constitute a quorum. For purposes of the foregoing, where a separate vote by class or series is required for any matter, the holders of a majority of the voting power of such class or series, present in person or represented by proxy, shall constitute a quorum to take action with respect to that vote on that matter. Two or more classes or series of stock shall be considered a single class if the holders thereof are entitled to vote together as a single class at the meeting. In the absence of a quorum of the holders of a majority of the voting power of any class of stock entitled to vote on a matter, the holders of a majority of the voting power of such class so present or represented may adjourn the meeting of such class from time to time in the manner provided by Section 3.5 of these Bylaws until a quorum of such class shall be so present or represented for a period not to exceed sixty (60) days at any one adjournment. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Stockholders present at a duly organized meeting may continue to transact business until adjourned, notwithstanding the withdrawal of Stockholders so that less than a quorum remains.

Section 3.9. Proxies. A Shareholder may vote either in person or by proxy executed in writing by the Shareholder or by his duly authorized attorney in fact. No proxy shall be valid after six (6) months from the date of its execution, unless otherwise provided in the proxy.

Section 3.10. Action by Written Consent. Unless the Articles of Incorporation or these Bylaws specifically provide otherwise, any action required or permitted to

be taken at a meeting of shareholders may be taken without a meeting if, before or after the action, a written consent thereto is signed by shareholders holding at least a majority of the voting power, except that if any greater proportion of voting power is required for such action at a meeting, then such greater proportion of written consents shall be required. In no instance where action is authorized by written consent need a meeting of shareholders be called or noticed.

Section 3.11. Voting. Each outstanding share, regardless of class, shall be entitled to one vote, and each fractional share shall be entitled to a corresponding fractional vote on each matter submitted to a vote at a meeting of Stockholders, except as may be otherwise provided in the Articles of Incorporation. If the Articles of Incorporation provide for more or less than one vote for any class or series of shares on any matter, every reference in these Bylaws to a majority or other proportion of stock shall refer to such a majority or other proportion of the voting power of all of the shares of those classes or series of shares. In the election of directors, each record holder of stock entitled to vote at such election shall have the right to vote in person or by proxy the number of shares owned by him, for as many persons as there are directors to be elected, and for whose election he has the right to vote unless the Articles of Incorporation otherwise provide. Cumulative voting shall not be allowed.

Section 3.12. Advance Notice of Stockholder Proposals. At any annual meeting of Stockholders, proposals by Stockholders and persons nominated for election as directors by Stockholders shall be considered only if advance notice thereof has been timely given as provided herein and such proposals or nominations are otherwise proper for consideration under applicable law and the Articles of Incorporation and Bylaws of the Corporation. To be timely, a Stockholder's notice must be delivered to, or mailed and received by, the Secretary of the Corporation at the principal office of the Corporation not less than ninety (90) nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of Stockholders; provided, however that in the event the annual meeting of Stockholders is not within thirty (30) days before or after such anniversary date then notice by the Stockholder must be received not later than the tenth (10th) day following the day on which such notice of the date of the annual meeting was mailed or first publicly announced or disclosed (in a public filing or otherwise), whichever occurs first. Any Stockholder who gives notice of any such proposal shall deliver therewith the text of the proposal to be presented and a brief written statement of the reasons why such Stockholder favors the proposal and setting forth such Stockholder's name and address, the number and class of all shares of each class of stock of the Corporation beneficially owned by such Stockholder and any material interest of such Stockholder in the proposal (other than as a stockholder). Any Stockholder desiring to nominate any person for election as a director of the Corporation shall deliver with such notice a statement in writing setting forth the name of the person to be nominated, the number and class of all shares of each class of stock of the Corporation beneficially owned by such person, the information regarding such person required by paragraphs (a), (e) and (f) of Item 401 of Regulation S-K adopted by the Securities and Exchange Commission (or the corresponding provisions of any regulation subsequently adopted by the Securities and Exchange Commission applicable to the Corporation), such person's signed consent to serve as a director of the Corporation if elected, such Stockholder's name and address and the number and class of all shares of each class of stock of the Corporation beneficially owned by such Stockholder. The chairman presiding at the meeting, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall determine whether

such notice has been duly given and shall direct that proposals and nominees not be considered if such notice has not been given.

ARTICLE IV

Directors: Powers and Meetings

Section 4.1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise provided in Title 7, Chapter 78 of the Nevada Revised Statutes or the Articles of Incorporation.

Section 4.2. Performance of Duties. A director of the Corporation shall perform his duties as a director, including his duties as a member of any committee of the Board of Directors upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs (a), (b), and (c) of this Section 4.2; but he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his duties shall not have any liability by reason of being or having been a director of the Corporation. Those persons and groups upon whose information, opinions, reports, and statements a director is entitled to rely are:

- (a) One or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented;
- (b) Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or
- (c) A committee of the Board of Directors upon which he does not serve, duly designated in accordance with the provisions of the Articles of incorporation or the Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

Section 4.3. Number; Tenure; Qualification; Chairman. The number of directors which shall constitute the whole Board of Directors of the Corporation shall be fixed from time to time by resolution of the Board of Directors or Stockholders (any such resolution of the Board of Directors or Stockholders being subject to any later resolution of either of them). The number of directors of the Corporation shall be not less than three (3) nor more than eleven (11) who need not be Stockholders of the Corporation or residents of the State of Nevada and who shall be elected at the annual meeting of Stockholders or some adjournment thereof, except that there need be only as many directors as there are Stockholders in the event that the outstanding shares are held of record by fewer than three (3) persons. Directors shall hold office until the next succeeding annual meeting of Stockholders or until their successors shall have been elected and shall qualify or until his earlier resignation or removal. No provision of this section shall be restrictive upon the right of the Board of Directors to fill vacancies or upon the right of

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Stockholders to remove Directors as is hereinafter provided. The Board of Directors may designate one director as the Chairman of the Board of Directors.

Section 4.4. Resignation. Any Director of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors, the Chief Executive Officer, the President, or the Secretary of the Corporation. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, each director so appointed to hold office during the remainder of the term of office of the resigning director or directors.

Section 4.5. Annual Meeting. The annual meeting of the Board of Directors shall be held at the same place and on the same day as the annual meeting of Stockholders, and no notice shall be required in connection therewith. The annual meeting of the Board of Directors shall be for the purpose of electing the elective officers of the Corporation and the transaction of such other business as may come before the meeting.

Section 4.6. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without Nevada and at such times as the Board of Directors may from time to time determine, and if so determined notice thereof need not be given.

Section 4.7. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors, the Chief Executive Officer, or by any two (2) directors, and may be held within or outside the State of Nevada at such time and place as the notice or waiver thereof may specify. Notice of such meetings shall be mailed to the last known address of each director at least five (5) days, or shall be given to a director in person or by telephone, facsimile or email at least forty-eight (48) hours prior to the date or time fixed for the meeting. Special meetings of the Board of Directors may be held at any time that all directors are present in person, and presence of any director at a meeting shall constitute waiver of notice of such meeting, except as otherwise provided by law. Unless specifically required by law, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.8. Meetings by Telephone. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 4.9. Quorum. A quorum at all meetings of the Board of Directors shall consist of a majority of the number of directors then holding office, but a smaller number may adjourn from time to time without further notice, until a quorum be secured. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the

Board of Directors, unless the act of a greater number is required by Title 7, Chapter 78 of the Nevada Revised Statutes, the Articles of Incorporation or these Bylaws.

Section 4.10. Manner of Acting. If a quorum is present, the affirmative vote of a majority of the directors present at the meeting and entitled to vote on that particular matter shall be the act of the Board of Directors, unless the vote of a greater number is required by law or the Articles of Incorporation.

Section 4.11. Action by Written Consent. Unless the Articles of Incorporation or these Bylaws specifically provide otherwise, any action required or permitted to be taken at a meeting of the Board of Directors, or any committee designated by such board may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each director or committee member, and delivered to the Secretary for inclusion in the minutes or for filing with the corporate records. Action taken under this section is effective when all directors or committee members have signed the consent, unless the consent specifies a different effective date. Such consents shall have the same force and effect as a unanimous vote of the directors or committee members and may be stated as such in any document.

Section 4.12. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office, and shall hold such office until his successor is fully elected and shall qualify or until his earlier resignation or removal. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office, which may be less than a quorum, or by an election at an annual meeting, or at a special meeting, of Stockholders called for that purpose. Any director elected or appointed to fill a vacancy shall hold office until the next annual meeting of Stockholders and until his successor shall have been elected and shall qualify or until his earlier resignation or removal.

Section 4.13. Compensation. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, directors may receive fees, compensation, and expense reimbursement as may be established by appropriate resolution of the Board of Directors for service on the Board of Directors and its committees, including without limitation attendance at and travel to meetings of the Board of Directors and its committees.

Section 4.14. Committees. The Board of Directors may by resolution designate one or more directors and any natural persons who are not directors to constitute one or more committees which each shall have and may exercise all authority in the management of the Corporation as the Board of Directors to the extent provided in such resolution for such committee; but no such committee shall have the authority of the Board of Directors in reference to amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the Stockholders the sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the Corporation otherwise than in the usual and regular course of its business, recommending to the Stockholders a voluntary dissolution of the Corporation or a revocation thereof, or amending the Bylaws of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or

disqualified member at any meeting of the committee. Unless the Board of Directors appoints alternative members pursuant to this bylaw, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member of the committee. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law. Each member of the Board of Directors, whether or not such director is a member of such committees, shall be entitled to receive notice of each meeting of each committee of the Board of Directors and each member of the Board of Directors shall be entitled to attend each meeting of any such committee, whether or not such director is a member of such committee.

Section 4.15. Committee Rules. Unless the Board of Directors otherwise provides and subject to Section 4.1 of these Bylaws, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and in other respects each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to this Article IV of these Bylaws.

Section 4.16. Removal. The Stockholders may, at a meeting called for the express purpose of removing directors, by the vote of Stockholders representing not less than two-thirds of the voting power of the issued and outstanding stock entitled to voting power, remove the entire Board of Directors or any lesser number, with or without cause.

Section 4.17. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in his absence by the Vice Chairman of the Board of Directors, or in his absence by Chief Executive Officer, or in his absence by a chairman chosen at the meeting by a majority of the directors present at the meeting.

ARTICLE V

Officers

Section 5.1. Officers; Election; Term of Office. The elective officers of the Corporation shall be a Chief Executive Officer, a President, any number of Vice Presidents, a Secretary, any number of Assistant Secretaries, a Treasurer and any number of Assistant Treasurers, who shall be elected annually by the Board of Directors at its annual meeting. Unless removed in accordance with the procedures established by law and these Bylaws or unless provided in the resolution of the Board of Directors electing any officer, the said officers shall serve until the next succeeding annual meeting of the Board of Directors and until their respective successors are elected and shall qualify or until their earlier resignation or removal. Any two or more offices may be held by the same person at the same time. The officers of the Corporation shall be natural persons of the age of eighteen (18) years or older. The Board of Directors may elect or appoint such other officers and agents as it may deem advisable, who shall hold office during the pleasure of the Board of Directors, and shall be paid such compensation as may be directed by the Board of Directors.

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Section 5.2. Powers and Duties. The officers of the Corporation shall respectively exercise and perform the respective powers, duties and functions as are stated below, and as may be assigned to them by the Board of Directors, not inconsistent with these Bylaws.

(a) Chief Executive Officer. The Chief Executive Officer shall, subject to the control of the Board of Directors, have the ultimate responsibility for the management and control of the affairs and business of the Corporation, and shall perform all duties and have all powers which are commonly incident to the office of Chief Executive Officer or which are delegated to him by the Board of Directors or as may be provided by law. In the absence of the Chairman of the Board of Directors and the Vice Chairman of the Board of Directors, he shall preside at all meetings of Stockholders and of the Board of Directors at which he shall be present.

(b) President. The President shall, subject to the control of the Board of Directors and the Chief Executive Officer, have general supervision, direction and control of the business and officers of the Corporation. In the absence of the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors and the Chief Executive Officer, he shall preside at all meetings of the Stockholders and of the Board of Directors at which he shall be present. The Chief Executive Officer, the President, a Vice President, the Secretary or an Assistant Secretary, unless some other person is specifically authorized by the Board of Directors, shall sign all bonds, deeds, mortgages, leases and contracts of the Corporation. The President shall perform all the duties commonly incident to his office and such other duties as the Board of Directors, the Chairman of the Board of Directors or the Chief Executive Officer shall designate or as may be provided by law.

(c) Vice President. In the absence or disability of the President, or at the Chief Executive Officer's or President's request, the Vice President or Vice Presidents, in order of their rank as fixed by the Board of Directors, and if not ranked, the Vice Presidents in the order designated by the Board of Directors, or, in the absence of such designation, in the order designated by the Chief Executive Officer or the President, shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions on the President. Each Vice President shall have such other powers and perform such other duties as may from time to time be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President or as may be provided by law.

(d) Secretary. The Secretary shall keep accurate minutes of all meetings of the Stockholders, the Board of Directors and any committees. He shall keep, or cause to be kept, a register of the Stockholders of the Corporation and shall be responsible for the giving of notice of meetings of the Stockholders, the Board of Directors and any committees, and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall be custodian of the records and of the seal of the Corporation and shall attest the affixing of the seal of the Corporation when so authorized. The Secretary shall perform all duties commonly incident to his office and such other duties as may from time to time be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President or as may be provided by law.

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(e) Assistant Secretary. An Assistant Secretary may, at the request of the Secretary, or in the absence or disability of the Secretary, perform all the duties of the Secretary. He shall perform such other duties as may assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President or the Secretary or as may be provided by law.

(f) Treasurer. The Treasurer, subject to the order of the Board of Directors, shall have the care and custody of the money, funds, securities, receipts, valuable papers and documents of the Corporation. The Treasurer shall keep accurate books of accounts of the Corporation's transactions, which shall be the property of the Corporation, and shall render financial reports and statements of condition of the Corporation when so requested by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President. The Treasurer shall perform all duties commonly incident to his office and such other duties as may, from time to time, be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President or as may be provided by law.

(g) Assistant Treasurer. An Assistant Treasurer may, at the request of the Treasurer, or in the absence or disability of the Treasurer, perform all of the duties of the Treasurer. He shall perform such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President or the Treasurer or as may be provided by law.

(h) Other Officers. The other officers, if any, of the Corporation shall have such powers and duties in the management of the Corporation as shall be stated in a resolution of the Board of Directors which is not inconsistent with these Bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his duties.

Section 5.3. Salaries. All officers of the Corporation may receive salaries or other compensation if so ordered and fixed by the Board of Directors. The Board of Directors shall have the authority to fix salaries in advance for stated periods or render the same retroactive as the Board of Directors may deem advisable.

Section 5.4. Inability to Act. In the event of absence or inability of any officer to act, the Board of Directors may delegate the power or duties of such officer to any other officer, director or person whom it may select.

Section 5.5. Resignation; Removal; Vacancies. Any officer or agent may resign at any time upon written notice to the Board of Directors, the Chief Executive Officer, the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not, of itself, create contract rights. Any vacancy

occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board or Directors at any regular or special meeting.

ARTICLE VI

Finance

Section 6.1. Reserve Fund. The Board of Directors, in its uncontrolled discretion, may set aside from time to time, out of the net profits or earned surplus of the Corporation, such sum or sums as it deems expedient as a reserve fund to meet contingencies, for equalizing dividends, for maintaining any property of the Corporation, and for any other purposes.

Section 6.2. Checks and Deposits. The monies of the Corporation shall be deposited in the name of the Corporation in such bank or banks or trust companies, as the Board of Directors shall designate, and may be drawn out only on checks signed in the name of the Corporation by such person or persons as the Board of Directors by appropriate resolution may direct. Notes and commercial paper, when authorized by the Board of Directors, shall be signed in the name of the Corporation by such officer or officers or agent or agents as shall thereto be authorized from time to time.

Section 6.3. Fiscal Year. The fiscal year of the Corporation shall end on December 31 of each year or shall be as otherwise determined by resolution of the Board of Directors.

ARTICLE VII

Bankruptcy/Insolvency

The Corporation shall not, without the affirmative vote of the whole Board of Directors of the Corporation, institute any proceedings to adjudicate the Corporation a bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against the Corporation, file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property or admit its inability to pay its debts generally as they become due or authorize any of the foregoing to be done or taken on behalf of the Corporation.

ARTICLE VIII

Waiver of Notice

With any notices required by law or under the Articles of Incorporation or these Bylaws to be given to any Stockholder or director of the Corporation, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be the equivalent to the giving of such notice.

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ARTICLE IX

Indemnification of Directors, Officers and Others

Section 9.1. To the full extent permitted by Title 7, Chapter 78 of the Nevada Revised Statutes, Section 7502, as the same may be amended from time to time, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he conducted himself in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 9.2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 9.3. To the extent that a director, officer, or employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.1 and 9.2 of this Article IX, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 9.4. Any indemnification under Section 9.1 and 9.2 of this Article IX (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the office, director and employee or agent is

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proper in the circumstances because he has met the applicable standard of conduct set forth in Section 9.1 and 9.2 of this Article IX. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the affirmative vote of the holders of a majority of the voting power and represented at a meeting called for such purpose.

Section 9.5. Expenses (including attorneys fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation as they are incurred and in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors as provided in Section 9.4 of this Article IX upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined by a final order of a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation as authorized in this Article IX.

Section 9.6. The Board of Directors may exercise the Corporation's power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability hereunder or otherwise.

Section 9.7. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, these Bylaws, agreement, vote or shareholders or disinterested directors, Title 7, Chapter 78 of the Nevada Revised Statutes, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and representatives of such person.

Section 9.8. The Corporation shall have the power to indemnify current or former directors, officers, employees and agents to the fullest extent provided by the laws of the State of Nevada.

ARTICLE X

Amendments

These Bylaws may be amended or repealed, and new Bylaws may be adopted, at the annual meeting of the Board of Directors or at any regular or special meeting of the Board of Directors.

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ARTICLE XI

Miscellaneous

Section 11.1. Loans. The Corporation may loan money to, guarantee the obligations of and otherwise assist directors, officers and employees of the Corporation, or directors of another corporation of which the Corporation owns a majority of the voting stock, only upon compliance with the requirements of Title 7, Chapter 78 of the Nevada Revised Statutes.

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such activity may be general or confined to specific instances.

Section 11.2. Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

/s/ Brandon Ehrhart

Brandon Ehrhart
Secretary

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EXHIBIT E

EXHIBIT E

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APP 44

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934 (Amendment No.)

Filed by the Registrant ☒Filed by a Party other than the Registrant ☐

Check the appropriate box:

- ☐ Preliminary Proxy Statement
☐ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
☒ Definitive Proxy Statement
☐ Definitive Additional Materials
☐ Soliciting Material Pursuant to §240.14a-12

DISH Network Corporation
(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- ☒ No fee required.
☐ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
- | | |
|-------|---|
| (1) | Title of each class of securities to which transaction applies: |
| <hr/> | |
| (2) | Aggregate number of securities to which transaction applies: |
| <hr/> | |
| (3) | Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined): |
| <hr/> | |
| (4) | Proposed maximum aggregate value of transaction: |
| <hr/> | |
| (5) | Total fee paid: |
| <hr/> | |
- ☐ Fee paid previously with preliminary materials.
☐ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.
- | | |
|-------|---|
| (1) | Amount Previously Paid: |
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| (2) | Form, Schedule or Registration Statement No.: |
| <hr/> | |
| (3) | Filing Party: |
| <hr/> | |
| (4) | Date Filed: |
| <hr/> | |



March 28, 2018

DEAR SHAREHOLDER:

It is a pleasure for me to extend to you an invitation to attend the 2018 Annual Meeting of Shareholders of DISH Network Corporation. The Annual Meeting will be held on May 7, 2018, at 1:00 p.m., local time, at DISH Network's headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112.

The enclosed Notice of 2018 Annual Meeting of Shareholders and Proxy Statement describe the proposals to be considered and voted upon at the Annual Meeting. During the Annual Meeting, we will also review DISH Network's operations and other items of general interest regarding the corporation.

We hope that all shareholders will be able to attend the Annual Meeting. Whether or not you plan to attend the Annual Meeting personally, it is important that you be represented. To ensure that your vote will be received and counted, please vote online, by mail or by telephone, by following the instructions included with the proxy card.

On behalf of the Board of Directors and senior management, I would like to express our appreciation for your support and interest in DISH Network. I look forward to seeing you at the Annual Meeting.

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CHARLES W. ERGEN
Chairman



NOTICE OF 2018 ANNUAL MEETING OF SHAREHOLDERS

TO THE SHAREHOLDERS OF DISH NETWORK CORPORATION:

The Annual Meeting of Shareholders of DISH Network Corporation will be held on May 7, 2018, at 1:00 p.m., local time, at our headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112, for the following purposes:

1. To elect nine directors to our Board of Directors;
2. To ratify the appointment of KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2018;
3. To amend and restate our Employee Stock Purchase Plan; and
4. To consider and act upon any other business that may properly come before the Annual Meeting or any adjournment or postponement of the Annual Meeting.

You may vote on these matters in person or by proxy. Whether or not you plan to attend the Annual Meeting, we ask that you vote by one of the following methods to ensure that your shares will be represented at the meeting in accordance with your wishes:

- Vote online or by telephone, by following the instructions included with the proxy card; or
- Vote by mail, by completing and returning the enclosed proxy card in the enclosed addressed stamped envelope.

Only shareholders of record at the close of business on March 16, 2018 are entitled to notice of, and to vote at, the Annual Meeting or any adjournment or postponement of the meeting. This proxy statement and the proxy card were either made available to you online or mailed to you beginning on or about March 28, 2018.

By Order of the Board of Directors



BRANDON EHRHART
Secretary

March 28, 2018

9601 S. Meridian Blvd. • Englewood, Colorado 80112 • Tel: (303) 723-1000 • Fax: (303) 723-1999

PROXY STATEMENT OF DISH NETWORK CORPORATION

GENERAL INFORMATION

This Proxy Statement and the accompanying proxy card are being furnished to you in connection with the 2018 Annual Meeting of Shareholders (the "Annual Meeting") of DISH Network Corporation ("DISH Network," "we," "us," "our," or the "Corporation"). The Annual Meeting will be held on May 7, 2018, at 1:00 p.m., local time, at our headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112.

This Proxy Statement is being sent or provided on or about March 28, 2018, to holders of record at the close of business on March 16, 2018 (the "Record Date") of our Class A Common Stock (the "Class A Shares") and Class B Common Stock (the "Class B Shares").

Your proxy is being solicited by our Board of Directors (the "Board" or "Board of Directors"). Your proxy may be revoked by written notice given to our Secretary at our headquarters at any time before being voted. You may also revoke your proxy by submitting a proxy with a later date or by voting in person at the Annual Meeting. To vote online or by telephone, please refer to the instructions included with the proxy card. To vote by mail, please complete the accompanying proxy card and return it to us as instructed in the accompanying proxy card. Votes submitted online or by telephone or mail must be received by 11:59 p.m., Eastern Time, on May 6, 2018. Submitting your vote online or by telephone or mail will not affect your right to vote in person, if you choose to do so. Proxies that are properly delivered to us and not revoked before the closing of the polls during the Annual Meeting will be voted for the proposals described in this Proxy Statement in accordance with the instructions set forth in the accompanying proxy card. The Board is currently not aware of any matters proposed to be presented at the Annual Meeting other than the election of nine directors, the ratification of KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2018, and the amendment and restatement of our Employee Stock Purchase Plan. If any other matter is properly presented at the Annual Meeting, the persons named in the accompanying proxy card will have discretionary authority to vote on that matter. Your presence at the Annual Meeting does not of itself revoke your proxy.

Attendance at the Meeting

All of our shareholders of record at the close of business on the Record Date, or their duly appointed proxies, may attend the Annual Meeting. Seating is limited, however, and admission to the Annual Meeting will be on a first-come, first-served basis. Registration and seating will begin at 12:30 p.m., local time, and the Annual Meeting will begin at 1:00 p.m., local time.

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Each shareholder may be asked to present a valid government issued photo identification confirming his or her identity as a shareholder of record, such as a driver's license or passport. Cameras, recording devices, and other electronic devices will not be permitted at the Annual Meeting.

If your shares are held by a broker, bank, or other nominee (often referred to as holding in "street name") and you desire to attend the Annual Meeting, you will need to bring a legal proxy or a copy of a brokerage or bank statement reflecting your share ownership as of the Record Date. All shareholders must check in at the registration desk at the Annual Meeting.

Securities Entitled to Vote

Shareholder of Record. If your shares are registered directly in your name with our transfer agent, Computershare Trust Company, N.A., you are considered the "shareholder of record," with respect to those shares. Shareholders of record receive this Proxy Statement and the accompanying 2017 Annual Report and the proxy card directly from us.

Beneficial Owner. If your shares are held in a stock brokerage account or by a bank or other nominee, you are considered the "beneficial owner" of shares held in street name. Your broker, bank or other nominee, who is considered with respect to those shares the shareholder of record, should have forwarded the Notice of Internet Availability of Proxy Materials to you. As the beneficial owner, you have the right to direct your broker, bank or other nominee on how to vote your shares by completing the voting instruction form.

Only shareholders of record at the close of business on the Record Date are entitled to notice of the Annual Meeting. Such shareholders may vote shares held by them at the close of business on the Record Date at the Annual Meeting. At the close of business on the Record Date, 228,219,442 Class A Shares and 238,435,208 Class B Shares were outstanding. Each of the Class A Shares is entitled to one vote per share on each proposal to be considered by our shareholders. Each of the Class B Shares is entitled to ten votes per share on each proposal to be considered by our shareholders.

Vote Required

In accordance with our Articles of Incorporation, the presence at the Annual Meeting, in person or by proxy, of the holders of a majority of the total voting power of all classes of our voting stock taken together shall constitute a quorum for the transaction of business at the Annual Meeting.

The affirmative vote of a plurality of the total votes cast for directors at the Annual Meeting is necessary to elect a director. No cumulative voting is permitted. The nine nominees receiving the highest number of votes cast "for" will be elected.

The affirmative vote of a majority of the voting power represented at the Annual Meeting is required to approve the ratification of the appointment of KPMG LLP as our independent registered public accounting firm, and the amendment and restatement of our Employee Stock Purchase Plan. The total number of votes cast "for" will be counted for purposes of determining whether sufficient affirmative votes have been cast to approve the ratification of the appointment of KPMG LLP as our independent registered public accounting firm, and the amendment and restatement of our Employee Stock Purchase Plan.

Abstentions from voting on a proposal by a shareholder at the Annual Meeting, as well as broker nonvotes, will be considered for purposes of determining the number of total votes present at the Annual Meeting. Abstentions will have the same effect as votes "against" the ratification of the appointment of KPMG LLP as our independent registered public accounting firm and the amendment and restatement of our Employee Stock Purchase Plan. However, abstentions will not be counted as "against" or "for" the election of directors. Broker nonvotes will not be considered in determining the election of directors, the ratification of the appointment of KPMG LLP as our independent registered public accounting firm, or the amendment and restatement of our Employee Stock Purchase Plan.

Charles W. Ergen, our Chairman, currently possesses approximately 78.4% of the total voting power. Please see "Security Ownership of Certain Beneficial Owners and Management" below. Mr. Ergen has indicated his intention to vote: (1) for the election of each of the nine director nominees; (2) for the ratification of the appointment of KPMG LLP as our independent registered public accounting firm; and (3) for the amendment and restatement of our Employee Stock Purchase Plan. Accordingly, the election of each of the director nominees, and the ratification of the appointment of KPMG LLP as our independent registered public accounting firm, and the amendment and restatement of our Employee Stock Purchase Plan, are assured notwithstanding a contrary vote by any or all shareholders other than Mr. Ergen.

Householding

We have adopted a procedure approved by the Securities and Exchange Commission ("SEC") called "householding." Under this procedure, service providers that deliver our communications to shareholders may deliver a single copy of our Annual Report, Proxy Statement, or Notice of Internet Availability of Proxy Materials to multiple shareholders sharing the same address, unless one or more of these shareholders notifies us that they wish to continue receiving individual copies. Shareholders who participate in householding will continue to receive separate proxy cards. This householding procedure reduces our printing costs and postage fees.

We will deliver promptly upon written or oral request a separate copy of our Annual Report, Proxy Statement, or Notice of Internet Availability of Proxy Materials, as applicable, to a shareholder at a shared address to which a single copy of the documents was delivered. Please notify Broadridge Financial Solutions at 51 Mercedes Way, Edgewood, New York 11717 or (800) 542-1061 to receive a separate copy of our Annual Report, Proxy Statement, or Notice of Internet Availability of Proxy Materials.

If you are eligible for householding, but you and other shareholders with whom you share an address currently receive multiple copies of our annual reports, proxy statements and/or Notices of Internet Availability of Proxy Materials, or if you hold stock in more than one account, and in either case you wish to receive only a single copy of our Annual Report, Proxy Statement, or Notice of Internet Availability of Proxy Materials for your household, please contact Broadridge Financial Solutions at the address or phone number provided above.

Our Mailing Address

Our mailing address is 9601 S. Meridian Blvd., Englewood, Colorado 80112.

PROPOSAL NO. 1 — ELECTION OF DIRECTORS

Nominees

Our shareholders will elect a board of nine directors at the Annual Meeting. Each of the directors is expected to hold office until the next annual meeting of our shareholders, or until his or her respective successor shall be duly elected and qualified. The affirmative vote of a plurality of the total votes cast for directors is necessary to elect a director. This means that the nine nominees who receive the most votes will be elected to the nine open directorships, even if they get less than a majority of the votes cast. Each nominee has consented to his or her nomination and has advised us that he or she intends to serve if elected. If at the time of the Annual Meeting one or more of the nominees have become unable to serve: (i) shares represented by proxies will be voted for the remaining nominees and for any substitute nominee or nominees; or (ii) the Board of Directors may, in accordance with our Bylaws, reduce the size of the Board of Directors or may leave a vacancy until a nominee is identified. Steven R. Goodbarn, a current member of the Board of Directors, will not continue to serve when

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his term expires on May 7, 2018. The Board of Directors has determined to reduce the size of the Board from ten directors to nine directors effective immediately following the expiration of Mr. Goodbarn's term as a director at the conclusion of the Annual Meeting.

The nominees for director are as follows:

Name	Age	First Became Director	Position with the Corporation
George R. Brokaw	50	2013	Director
James DeFranco	65	1980	Director and Executive Vice President
Cantey M. Ergen	62	2001	Director and Senior Advisor
Charles W. Ergen	65	1980	Chairman
Charles M. Lillis	76	2013	Director
Afshin Mohebbi	55	2014	Director
David K. Moskowitz	59	1998	Director and Senior Advisor
Tom A. Orloff	67	2005	Director
Carl E. Vogel	60	2005	Director and Senior Advisor

The following sets forth the business experience of each of the nominees over the last five years:

George R. Brokaw. Mr. Brokaw joined the Board in October 2013 and is a member of our Audit Committee and Nominating Committee. Mr. Brokaw is currently a Managing Partner of the investment firm Trafelet Brokaw & Co., LLC. Prior to forming Trafelet Brokaw & Co. Mr. Brokaw served as Managing Director of the Highbridge Growth Equity Fund at Highbridge Principal Strategies, LLC ("Highbridge"). Prior to joining Highbridge, Mr. Brokaw was a Managing Director and Head of Private Equity at Perry Capital, L.L.C. ("Perry"). Prior to joining Perry, Mr. Brokaw was Managing Director (Mergers & Acquisitions) of Lazard Frères & Co. LLC ("Lazard"). Mr. Brokaw currently serves on the board of directors of Alico, Inc. and Modern Media Acquisition Corp. Mr. Brokaw previously served on several public company boards of directors including North American Energy Partners Inc. and Terrapin 3 Acquisition Corporation. The Board has determined that Mr. Brokaw meets the independence requirements of NASDAQ and SEC rules and regulations. The Board concluded that Mr. Brokaw should continue to serve on the Board due, among other things, to his financial experience, acquired, in part, during his tenure with Highbridge, Perry and Lazard. Mr. Brokaw received a B.A. from Yale University and a J.D. and M.B.A. from the University of Virginia. Mr. Brokaw is a member of the New York Bar.

James DeFranco. Mr. DeFranco is one of our Executive Vice Presidents and has been one of our vice presidents and a member of the Board of Directors since our formation. During the past five years he has held various executive officer and director positions with DISH Network and our subsidiaries. During 1980, Mr. DeFranco co-founded DISH Network with Charles W. Ergen and Cantey M. Ergen. The Board concluded that Mr. DeFranco should continue to serve on the Board due, among other things, to his knowledge of DISH Network since its formation, particularly in sales and marketing.

Cantey M. Ergen. Mrs. Ergen has served on the Board since May 2001, is currently a Senior Advisor to us and has had a variety of operational responsibilities with us since our formation. Mrs. Ergen served as a member of the board of trustees of Children's Hospital Colorado from 2001 to 2012, and is now an honorary lifetime member. Mrs. Ergen has also served on the board of trustees of Wake Forest University since 2009. During 1980, Mrs. Ergen co-founded DISH Network with her future spouse, Charles W. Ergen, and James DeFranco. The Board concluded that Mrs. Ergen should continue to serve on the Board due, among other things, to her knowledge of DISH Network since its inception and her service to us in a multitude of roles over the years.

Charles W. Ergen. Mr. Ergen serves as our executive Chairman and has been Chairman of the Board of Directors since our formation. During the past five years, Mr. Ergen has held various executive officer and director positions with DISH Network and our subsidiaries including the position of President, which he most recently held from March 2015 to December 2015, and Chief Executive Officer, which he held most recently from March 2015 to December 2017. During 1980, Mr. Ergen co-founded DISH Network with his future spouse, Cantey M. Ergen, and James DeFranco. Mr. Ergen also serves as executive Chairman and Chairman of the Board of Directors of EchoStar Corporation ("EchoStar"). The Board concluded that Mr. Ergen should continue to serve on the Board due, among other things, to his role as our co-founder and controlling shareholder and the expertise, leadership and strategic direction that he has contributed to us since our formation.

Charles M. Lillis. Mr. Lillis joined the Board in November 2013 and is a member of our Audit Committee and Compensation Committee. Mr. Lillis served as an advisor to Wells Fargo Bank, N.A. ("Wells Fargo") from 2011 to 2013. Previously, Mr. Lillis was a co-founder and managing partner of Castle Pines Capital LLC ("Castle Pines Capital") from 2004 to 2011, a private equity concern and a financial services entity. Castle Pines Capital was acquired by Wells Fargo in 2011. Mr. Lillis was also previously a co-founder and principal of LoneTree Capital Management LLC ("LoneTree Capital Management"), a private equity investing group formed in 2000. Prior to LoneTree Capital Management, Mr. Lillis served as Chairman of the board of directors and Chief Executive Officer of MediaOne Group, Inc. from its inception in 1995 through its acquisition by AT&T Corp. in 2000. Mr. Lillis also has served on the boards of the following public companies: Charter Communications Inc. ("Charter") from 2003 to 2005; Medco Health Solutions, Inc. from 2005 to 2012; SUPERVALU Inc. from 1995 to 2011; The Williams Companies Inc. from 2000 to 2009; and Washington Mutual, Inc. from 2005 to 2009. Mr. Lillis also serves on the board of directors of the private company SomaLogic Inc. The Board has determined that Mr. Lillis meets the independence requirements of NASDAQ and SEC rules and regulations. The Board concluded that Mr. Lillis should continue to serve on the Board due, among other things, to his financial and managerial experience.

Afshin Mohebbi. Mr. Mohebbi joined the Board in September 2014 and is a member of our Audit Committee and Nominating Committee. Mr. Mohebbi is a private investor and advisor to public and private companies. Mr. Mohebbi has been a Senior Advisor to TPG Capital since March 2003. Prior to TPG Capital, Mr. Mohebbi was President and Chief Operating Officer of Qwest Communications International, Inc. ("Qwest") from April 2001 to December 2002. From July 2000 to April 2001, Mr. Mohebbi served as President, Worldwide Operations of Qwest. From June 1999 to July 2000, Mr. Mohebbi served as President and Chief Operating Officer at Qwest prior to its merger with US WEST, Inc. Before joining Qwest, Mr. Mohebbi served as President and managing director of the United Kingdom Markets for British Telecom and was a member of its management board from 1997 to 1999. Prior to British Telecom, Mr. Mohebbi served as Vice President-Marketing for SBC Communications, Inc., following its acquisition of Pacific Bell in 1997. Mr. Mohebbi began his career with Pacific Bell in 1983, where he held a variety of positions, including Vice President-Business Markets. Mr. Mohebbi previously served on the board of directors of Hanaro Telecom Incorporated from 2005 to 2007 and the board of directors of BearingPoint, Inc. from 2001 to 2005. Mr. Mohebbi currently serves on the board of directors of Digital Realty Trust, Inc., which he joined in 2016. Mr. Mohebbi also serves on the boards of directors of several private companies. The Board has determined that Mr. Mohebbi meets the independence requirements of NASDAQ and SEC rules and regulations. The Board concluded that Mr. Mohebbi should continue to serve on the Board due, among other things, to his financial and managerial experience in the telecommunications and related industries, acquired, in part, during his tenure with TPG Capital and Qwest.

David K. Moskowitz. Mr. Moskowitz is one of our Senior Advisors and was an Executive Vice President as well as our Secretary and General Counsel until 2007. Mr. Moskowitz joined us in March 1990. He was elected to the Board in 1998. Mr. Moskowitz performs certain business functions for us and our subsidiaries from time to time. Mr. Moskowitz served as a member of the board of directors of EchoStar from its formation in October 2007 until May 2012. Mr. Moskowitz also serves on the board of directors of several private companies and charitable organizations. The Board concluded that Mr. Moskowitz should continue to serve on the Board due, among other things, to his knowledge of DISH Network from his service as a director since 1998 and his business and legal expertise that he brings to the Board, in particular in light of his service as our General Counsel for 17 years.

Tom A. Ortolf. Mr. Ortolf joined the Board in May 2005 and is a member of our Audit Committee, Compensation Committee, and Nominating Committee. Mr. Ortolf has been the President of CMC, a privately held investment management firm, for over twenty years. The Board has determined that Mr. Ortolf meets the independence requirements of NASDAQ and SEC rules and regulations. Mr. Ortolf has also served as a member of the board of directors of EchoStar since its formation in October 2007. The Board concluded that Mr. Ortolf should continue to serve on the Board due, among other things, to his knowledge of DISH Network from his service as a director since 2005 and his expertise in finance, business, and risk management, in particular in light of his experience as an executive with CMC.

Carl E. Vogel. Mr. Vogel has served on the Board since May 2005 and is currently a Senior Advisor to us. Mr. Vogel is also a private investor as well as a senior advisor to KKR & Co. L.P. He served as our President from September 2006 to February 2008 and served as our Vice Chairman from June 2005 to March 2009. From October 2007 to March 2009, Mr. Vogel served as the Vice Chairman of the board of directors of, and as a Senior Advisor to, EchoStar. From 2001 to 2005, Mr. Vogel served as the President and CEO of Charter, a publicly-traded company providing cable television and broadband services to approximately six million customers. Prior to joining Charter, Mr. Vogel worked as an executive officer in various capacities for companies affiliated with Liberty Media Corporation from 1998 to 2001. Mr. Vogel was one of our executive officers from 1994 to 1997, including serving as our President from 1995 to 1997. Mr. Vogel is also currently serving on the boards of directors of Shaw Communications Inc. (which he joined in 2006), Universal Electronics, Inc. (which he joined in 2009), Sirius XM Holdings Inc. (which he joined in 2011) and AMC Networks Inc. (which he joined in 2013). The Board concluded that Mr. Vogel should continue to serve on the Board due, among other things, to his knowledge of DISH Network from his service as a director and officer and his experience in the telecommunications and related industries from his service over the years as a director or officer with a number of different companies in those industries.

Charles W. Ergen, our Chairman, currently possesses approximately 78.4% of the total voting power. Please see “Security Ownership of Certain Beneficial Owners and Management” below. Mr. Ergen has indicated his intention to vote in favor of each of the nominees set forth in Proposal No. 1. Accordingly, election of all of the nominees set forth in Proposal No. 1 is assured notwithstanding a contrary vote by any or all shareholders other than Mr. Ergen.

The Board of Directors unanimously recommends a vote FOR the election of all of the nominees named herein (Item No. 1 on the enclosed proxy card).

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CORPORATE GOVERNANCE MATTERS

Board of Directors and Committees and Selection Process

Our Board held seven meetings in 2017 and also took action by unanimous written consent on six occasions during 2017. Each of our directors attended at least 75% of the aggregate of: (i) the total number of meetings of the Board held during the period in which he or she was a director and (ii) the total number of meetings held by all committees of the Board on which he or she served. In addition, our non-employee directors held four executive sessions in 2017.

Directors are elected annually and serve until their successors are duly elected and qualified or their earlier resignation or removal. Officers serve at the discretion of the Board.

We are a “controlled company” within the meaning of the NASDAQ Marketplace Rules because more than 50% of our voting power is held by Charles W. Ergen, our Chairman. Mr. Ergen currently beneficially owns approximately 48.0% of our total equity securities and possesses approximately 78.4% of the total voting power. Mr. Ergen’s beneficial ownership excludes 33,790,620 of Class A Shares issuable upon conversion of Class B Shares currently held by certain trusts established by Mr. Ergen for the benefit of his family. These trusts beneficially own approximately 12.9% of our total equity securities and possess approximately 12.9% of the total voting power. Please see “Security Ownership of Certain Beneficial Owners and Management” below. Therefore, we are not subject to the NASDAQ listing requirements that would otherwise require us to have: (i) a Board of Directors comprised of a majority of independent directors; (ii) compensation of our executive officers determined by a majority of the independent directors or a compensation committee composed solely of independent directors; (iii) a compensation committee charter which, among other things, provides the compensation committee with the authority and funding to retain compensation consultants and other advisors; and (iv) director nominees selected, or recommended for the Board’s selection, either by a majority of the independent directors or a nominating committee composed solely of independent directors. Nevertheless, the Corporation has created a Compensation Committee and a Nominating Committee, in addition to an Audit Committee, all of which are composed entirely of independent directors. The charters of our Compensation, Audit and Nominating Committees are available free of charge on the investor relations section of our website at <http://www.dish.com>. The function and authority of these committees are described below:

Audit Committee. Our Board has established a standing Audit Committee in accordance with NASDAQ rules and Section 10A of the Securities Exchange Act of 1934 (the “Exchange Act”) and related SEC rules and regulations. The Audit Committee operates under an Audit Committee Charter adopted by the Board. The principal functions of the Audit Committee are to: (i) select the independent registered public accounting firm and set their compensation; (ii) select the internal auditor; (iii) review and approve management’s plan for engaging our independent registered public accounting firm during the year to perform non-audit services and consider what effect these services will have on the independence of our independent registered public accounting firm; (iv) review our annual financial statements and other financial reports that require approval by the Board; (v) oversee the integrity of our financial statements, our systems of disclosure and internal controls, and our compliance with legal and regulatory requirements; (vi) review the scope of our independent registered public accounting firm’s audit plans and the results of their audits; and (vii) evaluate the performance of our internal audit function and independent registered public accounting firm.

The Audit Committee held eight meetings and took action by unanimous written consent on one occasion during 2017. The current members of the Audit Committee are Messrs. Goodbarn, Brokaw, Lillis, Mohebbi and Ortolf, with Mr. Ortolf serving as Chairman of the Audit Committee and Mr. Goodbarn serving as our “audit committee financial expert”. The Board has determined that each of these individuals meets the independence requirements of NASDAQ and SEC rules and regulations. The Board has also determined that each member of our Audit Committee is financially literate and that Mr. Goodbarn qualifies as an “audit committee financial expert” as defined by applicable SEC rules and regulations. Following our Annual Meeting, it is expected that the Audit Committee will consist of Messrs. Ortolf, Brokaw, Lillis and Mohebbi, with Mr. Brokaw expected to serve as the “audit committee financial expert.” Mr. Goodbarn will cease to be a member of the Audit Committee when his term as a director expires at the Annual Meeting.

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Compensation Committee. The Compensation Committee operates under a Compensation Committee Charter adopted by the Board. The principal functions of the Compensation Committee are, to the extent the Board deems necessary or appropriate, to: (i) make and approve all option grants and other issuances of DISH Network’s equity securities to DISH Network’s executive officers and Board members other than nonemployee directors; (ii) approve all other option grants and issuances of DISH Network’s equity securities, and recommend that the full Board make and approve such grants and issuances; (iii) establish in writing all performance goals for performance-based compensation that together with other compensation to senior executive officers could exceed \$1 million annually, other than standard stock incentive plan options that may be paid to DISH Network’s executive officers, and certify achievement of such goals prior to payment; and (iv) set the compensation of Mr. Ergen, who is our Chairman. The Compensation Committee held seven meetings and took action by unanimous written consent on four occasions during 2017. The current members of the Compensation Committee are Mr. Goodbarn, Mr. Lillis, and Mr. Ortolf, with Mr. Goodbarn serving as Chairman of the Compensation Committee. The Board has determined that each of these individuals meets the independence requirements of NASDAQ and SEC rules and regulations. Following our Annual Meeting, it is expected that the Compensation Committee will consist of Messrs. Ortolf, Brokaw, and Lillis, with Mr. Brokaw expected to serve as its Chairman. Mr. Goodbarn will cease to be a member of the Compensation Committee when his term as a director expires at the Annual Meeting.

Nominating Committee. The Nominating Committee operates under a Nominating Committee Charter adopted by the Board. The principal function of the Nominating Committee is to recommend independent director nominees for selection by the Board. The Nominating Committee held one meeting and took action by unanimous written consent on one occasion during 2017. The current members of the Nominating Committee are Mr. Brokaw, Mr. Mohebbi and Mr. Ortolf, with Mr. Brokaw serving as Chairman of the Nominating Committee. Following the Annual Meeting, it is expected that Mr. Mohebbi will serve as the Chairman of the Nominating Committee. The Board has determined that each of these individuals meets the independence requirements of NASDAQ and SEC rules and regulations.

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The Nominating Committee will consider candidates suggested by its members, other directors, senior management and shareholders as appropriate. No search firms or other advisors were retained to identify prospective nominees during the past fiscal year. The Nominating Committee has not adopted a written policy with respect to the consideration of candidates proposed by security holders or with respect to nominating anyone to our Board other than nonemployee directors. Director candidates, whether recommended by the Nominating Committee, other directors, senior management or shareholders are currently considered by the Nominating Committee and the Board, as applicable, in light of the entirety of their credentials, including, but not limited to, the following diverse factors: (i) their reputation and character; (ii) their ability and willingness to devote sufficient time to Board duties; (iii) their educational background; (iv) their business and professional achievements, experience, and industry background; (v) their independence from management under listing standards and the Corporation's governance guidelines; and (vi) the needs of the Board and the Corporation.

Board Criteria. In considering whether to recommend a prospective nominee for selection by the Board, including candidates recommended by shareholders, the Nominating Committee does not assign specific weights to particular criteria and no particular criterion is necessarily applicable to all prospective nominees. However, DISH Network believes that the backgrounds and qualifications of the directors, considered as a group, should provide a diverse mix of experience, knowledge, and abilities that will allow the Board to fulfill its responsibilities. The Nominating Committee recommends, if necessary, measures to be taken so that the Board reflects the appropriate balance of experience, knowledge, and abilities required for the Board as a whole and contains at least the minimum number of independent directors required by applicable laws and regulations.

A shareholder who wishes to recommend a prospective nominee for the Board should notify the Corporation's General Counsel or any member of the Nominating Committee in writing with whatever supporting material the shareholder considers appropriate. The Nominating Committee will also consider whether to nominate any person nominated by a shareholder pursuant to the provisions of the Corporation's Bylaws relating to shareholder nominations. Communications can be directed to the Corporation's General Counsel or any member of the Nominating Committee in accordance with the process described in "Shareholder Communications" below.

Board Leadership Structure. The Board currently separates the role of Chairman of the Board from the role of Chief Executive Officer, with Mr. Charles W. Ergen serving as Chairman and Mr. W. Erik Carlson serving as President and Chief Executive Officer of DISH Network. Mr. Ergen has previously held the positions of Chairman and Chief Executive Officer of DISH Network from time to time. Mr. Carlson is responsible for the day-to-day management of the Corporation and Mr. Ergen primarily identifies strategic priorities and leads the discussion and execution of strategy for DISH Network including, without limitation, devoting attention to the company's emerging wireless business. We believe this leadership structure is appropriate for the Corporation because, among other reasons, separating the Chairman and Chief Executive Officer roles allows us to efficiently develop and implement corporate strategy that is consistent with the Board's oversight

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role, while facilitating strong day-to-day executive leadership. Among other things, separation of these roles allows our Chief Executive Officer and other members of senior management to focus on our day-to-day business, while at the same time the Board is able to take advantage of the unique blend of leadership, experience, and knowledge of our industry and business that Mr. Ergen brings to the role of Chairman in providing guidance to, and oversight of, management. In light of the separation of the role of Chairman of the Board from the role of Chief Executive Officer and Mr. Ergen's voting control, we believe that the creation of a lead independent director position is not necessary at this time.

The Board's Role in Risk Oversight

The Board has ultimate responsibility for oversight of the Corporation's risk management processes. The Board discharges this oversight responsibility through regular reports received from and discussions with senior management on areas of material risk exposure to the Corporation. These reports and Board discussions include, among other things, operational, financial, legal and regulatory, and strategic risks. Additionally, the Corporation's risk management processes are intended to identify, manage, and control risks so that they are appropriate considering the Corporation's scope, operations, and business objectives. The full Board (or the appropriate Committee in the case of risks in areas for which responsibility has been delegated to a particular Committee) engages with the appropriate members of senior management to enable its members to understand and provide input to, and oversight of, our risk identification, risk management, and risk mitigation strategies. The Audit Committee also meets regularly in executive session without management present to, among other things, discuss the Corporation's risk management culture and processes. For example, as part of its charter, our Audit Committee is responsible for, among other things, discussing the Corporation's policies with respect to risk assessment and risk management, and reviewing contingent liabilities and risks that may be material to the Corporation. When a Committee receives a report from a member of management regarding areas of risk, the Chairman of the relevant Committee is expected to report on the discussion to the full Board to the extent necessary or appropriate. This enables the Board to coordinate risk oversight, particularly with respect to interrelated or cumulative risks that may involve multiple areas for which more than one Committee has responsibility. The Board or applicable Committee also has authority to engage external advisors to the extent necessary or appropriate.

Other Information about Our Board of Directors

Compensation Committee Interlocks and Insider Participation. The Compensation Committee is comprised solely of independent directors. The Compensation Committee members are currently Mr. Goodbarn, Mr. Lillis and Mr. Ortolfo. None of these individuals was an officer or employee of DISH Network or EchoStar at any time during the 2017 fiscal year. During the 2017 fiscal year, no executive officer of DISH Network served on: (i) the compensation committee of another entity, one of whose executive officers served on our Compensation Committee; (ii) the board of directors of another entity, one of whose executive officers served on our Compensation Committee; or (iii) the compensation committee of another entity, one of whose executive officers served on our Board of Directors.

Annual Meeting Attendance. Although we do not have a policy with regard to Board members' attendance at our annual meetings of shareholders, all of our directors are encouraged to attend such meetings. All of our directors serving as directors at the time of our 2017 annual meeting were in attendance at our 2017 annual meeting. We expect that all of our directors will attend the 2018 Annual Meeting.

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SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Unless otherwise indicated, the following table sets forth, to the best of our knowledge, the beneficial ownership of our voting securities as of the close of business on the Record Date by: (i) each person known by us to be the beneficial owner of more than five percent of any class of our voting securities; (ii) each of our directors; (iii) our Chief Executive Officer, Chief Financial Officer and three other most highly compensated persons acting as one of our executive officers in 2017 (collectively, the "Named Executive Officers" or "NEOs"); and (iv) all of our directors and executive officers as a group. Unless otherwise indicated, each person listed in the following table (alone or with family members) has sole voting and dispositive power over the shares listed opposite such person's name.

Name (1)	Amount and Nature of Beneficial Ownership	Percentage of Class
Class A Common Stock:		
Charles W. Ergen (2), (3)	208,118,344	48.0%
Cantey M. Ergen (4)	207,446,344	47.9%
Centennial Fiduciary Management LLC (5)	33,818,805	12.9%
JPMorgan Chase & Co. (6)	27,341,380	12.0%
Putnam Investments, LLC (7)	18,313,309	8.0%

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Dodge & Cox (8)	16,458,596	7.2%
Eagle Capital Management, LLC (9)	15,487,595	6.8%
The Vanguard Group (10)	14,952,686	6.6%
BlackRock, Inc. (11)	13,890,626	6.1%
James DeFranco (12)	4,382,491	1.9%
David K. Moskowitz (13)	178,240	*
W. Erik Carlson (14)	97,536	*
Vivek Khemka (15)	82,001	*
Tom A. Ortolf (16)	80,200	*
Thomas A. Cullen (17)	68,567	*
Charles M. Lillis (18)	41,860	*
Carl E. Vogel (19)	41,632	*
George R. Brokaw (20)	27,500	*
Steven R. Goodbarn (21)	27,000	*
Afshin Mohebbi (22)	23,750	*
Steven E. Swain (23)	22,557	*
Jeffrey L. McSchooler (24)	16,483	*
All Directors and Executive Officers as a Group (21 persons) (25)	213,415,735	49.2%
Class B Common Stock:		
Charles W. Ergen	204,644,588	85.8%
Cantey M. Ergen	204,644,588	85.8%
Trusts (26)	33,790,620	14.2%
All Directors and Executive Officers as a Group (21 persons) (25)	204,644,588	85.8%

* Less than 1%.

- (1) Except as otherwise noted below, the address of each such person is 9601 S. Meridian Blvd., Englewood, Colorado 80112. As of the close of business on the Record Date, there were 228,219,442 outstanding Class A Shares and 238,435,208 outstanding Class B Shares.
- (2) Mr. Ergen is deemed to own beneficially all of the Class A Shares owned by his spouse, Cantey M. Ergen. Mr. Ergen's beneficial ownership includes: (i) 596,470 Class A Shares; (ii) 19,743 Class A Shares held in the Corporation's 401(k) Employee Savings Plan (the "401(k) Plan"); (iii) 672,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; (iv) 235 Class A Shares held by Mrs. Ergen; (v) 2,183 Class A Shares held in the 401(k) Plan by Mrs. Ergen; (vi) 8,955 Class A Shares held by one of Mr. and Mrs. Ergen's children; (vii) 2,167,705 Class A Shares held by a charitable foundation for which Mr. Ergen is an officer and for which he shares investment and voting power with Mrs. Ergen; (viii) 6,465 shares of Class A Common Stock held by a trust for which Mrs. Ergen has a durable power of attorney on behalf of the beneficiary of the trust; and (ix) 204,644,588 Class A Shares issuable upon conversion of

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Mr. Ergen's Class B Shares. Mr. Ergen has sole voting and dispositive power with respect to 80,107,963 Class B Shares. Mr. Ergen's beneficial ownership of Class A Shares excludes: (a) 28,185 shares of Class A Common Stock held by certain trusts established by Mr. Ergen for the benefit of his family; and (b) 33,790,620 Class A Shares issuable upon conversion of Class B Shares held by certain trusts established by Mr. Ergen for the benefit of his family (see (5) below in the notes to the table).

- (3) Because each Class B Share is entitled to 10 votes per share, Mr. Ergen owns beneficially equity securities of the Corporation representing approximately 78.4% of the voting power of the Corporation (assuming no conversion of the Class B Shares and after giving effect to the exercise of Mr. Ergen's employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date). Mr. Ergen's beneficial ownership includes: (i) 8,536,625 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Three-Year 2015 DISH GRAT; (ii) 40,000,000 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Three-Year 2017 DISH GRAT; (iii) 40,000,000 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Two-Year 2017 DISH GRAT; and (iv) 36,000,000 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Two-Year March 2018 DISH GRAT. Mr. Ergen's beneficial ownership excludes 33,790,620 Class A Shares issuable upon conversion of Class B Shares held by certain trusts established by Mr. Ergen for the benefit of his family (see (5) below in the notes to the table). These trusts beneficially own approximately 12.9% of our total equity securities and possess approximately 12.9% of the total voting power.
- (4) Mrs. Ergen beneficially owns all of the Class A Shares owned by her spouse, Mr. Ergen, except for 672,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.
- (5) The address of Centennial Fiduciary Management LLC is 1623 Central Avenue, Suite 214, Cheyenne, Wyoming 82001. Centennial Fiduciary Management LLC's beneficial ownership includes: (i) 28,185 Class A Shares owned beneficially by Centennial Fiduciary Management LLC solely in its capacity as trustee (with sole voting and dispositive power) of certain trusts established by Mr. Ergen for the benefit of his family; and (ii) 33,790,620 Class A Shares issuable upon conversion of the Class B Shares owned beneficially by Centennial Fiduciary Management LLC solely in its capacity as trustee (with sole voting and dispositive power) of certain trusts established by Mr. Ergen for the benefit of his family. There is no arrangement or agreement between any of the trusts identified in clauses (i) and (ii) above to vote or dispose of any shares of DISH Network. In its capacity as trustee, Centennial Fiduciary Management LLC exercises voting and dispositive power with respect to each such trust independently and in accordance with its fiduciary responsibilities to the beneficiaries of such trusts. Mr. William R. Gouger is deemed to own beneficially all of the Class A Shares and Class B Shares owned beneficially by Centennial Fiduciary Management LLC solely by virtue of his position as the sole member of the investment committee (with sole voting and dispositive power) of Centennial Fiduciary Management LLC, which serves as trustee of certain trusts established by Mr. Ergen for the benefit of his family. The address of Mr. Gouger is 5701 S. Santa Fe Drive, Littleton, Colorado 80123.
- (6) The address of JPMorgan Chase & Co. ("JPMorgan Chase") is 270 Park Avenue, New York, New York 10017. Of the Class A Shares beneficially owned, JPMorgan Chase has sole voting power as to 24,878,779 Class A Shares and sole dispositive power as to 27,226,071 Class A Shares. In addition, of the Class A Shares beneficially owned, JPMorgan Chase has shared voting power as to 32,641 Class A Shares and shared dispositive power as to 109,626 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by JPMorgan Chase with the SEC on January 19, 2018.
- (7) The address of Putnam Investments, LLC ("Putnam Investments") is One Post Office Square, Boston, Massachusetts 02109. Of the Class A Shares beneficially owned, Putnam Investments has sole voting power as to 185,379 Class A Shares and sole dispositive power as to 18,313,309 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by Putnam Investments with the SEC on February 7, 2018.
- (8) The address of Dodge & Cox is 555 California Street, 40th Floor, San Francisco, California 94104. Of the Class A Shares beneficially owned, Dodge & Cox has sole voting power as to 15,578,479 Class A Shares and sole dispositive power as to 16,458,596 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by Dodge & Cox with the SEC on February 13, 2018.

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- (9) The address of Eagle Capital Management, LLC (“Eagle”) is 499 Park Avenue, 17th Floor, New York, New York 10022. Of the Class A Shares beneficially owned, Eagle has sole voting power as to 13,010,589 Class A Shares and sole dispositive power as to 15,487,595 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by Eagle with the SEC on February 14, 2018.

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- (10) The address of The Vanguard Group (“Vanguard”) is 100 Vanguard Boulevard, Malvern, Pennsylvania 19355. Of the Class A Shares beneficially owned, Vanguard has sole voting power as to 320,398 Class A Shares and sole dispositive power as to 14,601,864 Class A Shares. In addition, of the Class A Shares beneficially owned, Vanguard has shared voting power as to 42,056 Class A Shares and shared dispositive power as to 350,522 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by Vanguard with the SEC on February 8, 2018.
- (11) The address of BlackRock, Inc. (“BlackRock”) is 55 East 52nd Street, New York, New York 10055. Of the Class A Shares beneficially owned, BlackRock has sole voting power as to 12,340,652 Class A Shares and sole dispositive power as to 13,890,626 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by BlackRock with the SEC on February 8, 2018.
- (12) Mr. DeFranco’s beneficial ownership includes: (i) 1,133,529 Class A Shares; (ii) 19,743 Class A Shares held in the 401(k) Plan; (iii) 12,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; (iv) 50,000 Class A Shares held by Mr. DeFranco in an irrevocable trust for the benefit of his children and grandchildren; (v) 12,160 Class A Shares held by Mr. DeFranco as custodian for his children; (vi) 1,250,000 Class A Shares controlled by Mr. DeFranco as general partner of a limited partnership; and (vii) 1,905,059 Class A Shares held by Mr. DeFranco as a general partner of a different limited partnership.
- (13) Mr. Moskowitz’s beneficial ownership includes: (i) 133,378 Class A Shares; (ii) 18,935 Class A Shares held in the 401(k) Plan; and (iii) 25,927 Class A Shares held by a charitable foundation for which Mr. Moskowitz is a member of the board of directors.
- (14) Mr. Carlson’s beneficial ownership includes: (i) 10,216 Class A Shares; (ii) 1,320 Class A Shares held in the 401(k) Plan; and (iii) 86,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.
- (15) Mr. Khemka’s beneficial ownership includes: (i) 1,397 Class A Shares; (ii) 813 Class A Shares held in the 401(k) Plan; (iii) 78,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; and (iv) 1,791 Class A Shares held by Mr. Khemka’s spouse.
- (16) Mr. Ortolf’s beneficial ownership includes: (i) 20,000 Class A Shares subject to nonemployee director stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; (ii) 200 Class A Shares held in the name of one of his children; and (iii) 60,000 Class A Shares held by a partnership of which Mr. Ortolf is a partner and are held as collateral for a margin account.
- (17) Mr. Cullen’s beneficial ownership includes: (i) 5,353 Class A Shares; (ii) 1,214 Class A Shares held in the 401(k) Plan; and (iii) 62,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.
- (18) Mr. Lillis’ beneficial ownership includes: (i) 8,080 Class A Shares; (ii) 27,500 Class A Shares subject to nonemployee director stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; (iii) 2,355 Class A Shares held by a limited liability company of which Mr. Lillis is the managing member; and (iv) 3,925 Class A Shares held by Mr. Lillis’ spouse.
- (19) Mr. Vogel’s beneficial ownership includes: (i) 40,165 Class A Shares; and (ii) 1,467 Class A Shares held in the 401(k) Plan.
- (20) Mr. Brokaw’s beneficial ownership includes 27,500 Class A Shares subject to nonemployee director stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.
- (21) Mr. Goodbarn’s beneficial ownership includes: (i) 5,000 Class A Shares; and (ii) 22,000 Class A Shares subject to nonemployee director stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.
- (22) Mr. Mohebbi’s beneficial ownership includes 23,750 Class A Shares subject to nonemployee director stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.
- (23) Mr. Swain’s beneficial ownership includes: (i) 1,132 Class A Shares; (ii) 425 Class A Shares held in the 401(k) Plan; and (iii) 21,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.
- (24) Mr. McSchooler’s beneficial ownership includes: (i) 225 Class A Shares; (ii) 5,218 Class A Shares held in the 401(k) Plan; and (iii) 11,040 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.

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- (25) Includes: (i) 1,939,791 Class A Shares; (ii) 74,916 Class A Shares held in the 401(k) Plan; (iii) 1,261,898 Class A Shares subject to employee and nonemployee director stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; (iv) 3,217,414 Class A Shares held in partnerships; (v) 204,644,588 Class A Shares issuable upon conversion of Class B Shares; (vi) 83,496 Class A Shares held in the name of, or in trust for, children and other family members; and (vii) 2,193,632 Class A Shares held by charitable foundations. Class A Shares and Class B Shares beneficially owned by both Mr. and Mrs. Ergen are only included once in calculating the aggregate number of shares owned by directors and executive officers as a group.

- (26) Held by certain trusts established by Mr. Ergen for the benefit of his family (see (5) above in the notes to the table).

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Exchange Act requires our directors, executive officers and holders of more than 10% of our common stock to file reports with the SEC regarding their ownership and changes in ownership of our equity securities. We believe that during 2017, our directors, executive officers, and 10% shareholders complied with all Section 16(a) filing requirements. In making these statements, we have relied upon examination of copies of Forms 3, 4, and 5 provided to us and the written representations of our directors and officers.

COMPENSATION DISCUSSION AND ANALYSIS

This Compensation Discussion and Analysis addresses our compensation objectives and policies for our Named Executive Officers, or NEOs, the elements of NEO compensation and the application of those objectives and policies to each element of fiscal 2017 compensation for our NEOs. Our NEOs in 2017 were Charles W. Ergen, W. Erik Carlson, Vivek Khemka, Jeffrey L. McSchooler, Thomas A. Cullen and Steven E. Swain.

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This Compensation Discussion and Analysis contains information regarding company performance targets and goals for our executive compensation program. These targets and goals were disclosed to provide information on how executive compensation was determined in 2017 but are not intended to be estimates of future results or other forward-looking guidance. We caution investors against using these targets and goals outside of the context of their use in our executive compensation program as described herein.

Overall Compensation Program Objectives and Policies

Compensation Philosophy

DISH Network's executive compensation program is guided by the following key principles:

- Attraction, retention, and motivation of executive officers over the long-term;
- Recognition of individual performance;
- Recognition of the achievement of company-wide performance goals; and
- Creation of shareholder value by aligning the interests of management and DISH Network's shareholders through equity incentives.

General Compensation Levels

The total direct compensation opportunities, both base salaries and long-term incentives, offered to DISH Network's NEOs have been designed to ensure that they are competitive in the market, support DISH Network's executive recruitment and retention objectives, reward individual and company-wide performance, and contribute to DISH Network's long-term success by aligning the interests of its executive officers and shareholders.

The Compensation Committee, without Mr. Ergen present, determines Mr. Ergen's compensation. Mr. Ergen recommends to the Board of Directors, but the Board of Directors ultimately approves, the base compensation of DISH Network's other NEOs. The Compensation Committee has made and approved grants of options and other equity-based compensation to DISH Network's NEOs, and established in writing performance goals for any performance-based compensation that together with other compensation to any of DISH Network's NEOs could exceed \$1 million annually. The Compensation Committee has also certified achievement of those performance goals prior to payment of performance-based compensation.

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In determining the actual amount of each NEO's compensation, the Corporation considers, among other things, the following factors: (i) the information described in "Compilation of Certain Proxy Data" below; (ii) subjective performance evaluations of the individual's performance (after reviewing Mr. Ergen's recommendations with respect to the NEOs other than himself); (iii) the individual's success in achieving individual and company-wide goals; (iv) whether the performance goals of any short-term or long-term incentive plans were met and the payouts that would become payable upon achievement of those performance goals; (v) equity awards previously granted to the individual; and (vi) equity awards that would be normally granted upon a promotion in accordance with DISH Network's policies for promotions. The Corporation also considers the extent to which individual extraordinary efforts of each of DISH Network's NEOs resulted in tangible increases in corporate, division, or department success when setting base cash salaries and short term incentive compensation.

Furthermore, the Compensation Committee also makes a subjective determination as to whether an increase should be made to Mr. Ergen's compensation based on its evaluation of Mr. Ergen's contribution to the success of DISH Network, whether the performance goals of any short-term or long-term incentive plans were met, the respective payouts that would become payable to Mr. Ergen upon achievement of those performance goals, and the respective options and other stock awards currently held by Mr. Ergen and whether such awards are sufficient to retain Mr. Ergen.

This approach to general compensation levels is not formulaic and the weight given to any particular factor in determining a particular NEO's compensation depends on the subjective consideration of all factors described above in the aggregate.

With respect to incentive compensation, DISH Network attempts to ensure that each NEO has equity incentives at any given time that are significant in relation to such individual's annual cash compensation to ensure that each of DISH Network's NEOs has appropriate incentives tied to the performance of DISH Network's Class A Shares. Therefore, DISH Network may grant more equity incentives to one particular NEO in a given year if a substantial portion of the NEO's equity incentives are vested and the underlying stock is capable of being sold. In addition, if an NEO recently received a substantial amount of equity incentives, DISH Network may not grant any equity incentives to that particular NEO.

Compilation of Certain Proxy Data

In connection with the approval process for DISH Network's executive officer compensation, the Board of Directors and the Compensation Committee had management prepare a compilation of the compensation components for the NEOs of companies selected by the Compensation Committee, as disclosed in their respective publicly-filed proxy statements (the "Proxy Data"). These surveyed companies included: AT&T Inc.; Comcast Corporation; Time Warner Cable Inc.; Charter Communications, Inc.; Liberty Global, Inc.; Verizon Communications Inc.; T-Mobile US Inc.; Sprint Corporation; CenturyLink, Inc.; Level 3 Communications, Inc.; and Netflix, Inc. The Proxy Data, along with other information obtained by members of the Compensation Committee from media reports, such as newspaper or magazine articles or other generally available sources related to executive compensation, and from corporate director events attended by members of the Compensation Committee, is used solely as a subjective frame of reference, rather than a basis for benchmarking compensation for DISH Network's NEOs. We do not utilize a formulaic or standard, formalized benchmarking level or element in tying or otherwise setting DISH Network's executive compensation to that of other companies. Generally, DISH Network's overall compensation lags behind competitors in the area of base pay, severance packages, and short-term incentives but is intended to be competitive over time in equity compensation. If DISH Network's stock performance substantially outperforms similar companies, executive compensation at DISH Network could exceed that at similar companies. Barring significant increases in the stock price, however, DISH Network's compensation levels generally lag its peers.

Deductibility of Compensation

Section 162(m) of the U.S. Internal Revenue Code (the "Code") places a limit on the tax deductibility of compensation in excess of \$1 million paid to certain "covered employees" of a publicly held corporation (generally, the corporation's chief executive officer and its next three most highly compensated executive officers in the year that the compensation is paid). Prior to the adoption of the Tax Cuts and Jobs Act (the "Tax Reform"), this limitation only applied to compensation that was not considered performance-based under the Section 162(m) rules. The Tax Reform repealed this exemption for performance-based compensation. We generally structure our compensation programs, where feasible, to minimize or eliminate the impact of the limitations of Section 162(m) of the Code when we believe such payments are appropriate, after taking into consideration changing business conditions or the officer's performance. However, nondeductible compensation in excess of this limitation may be paid.

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Use of Compensation Consultants

No compensation consultants were retained by the Corporation, the Board of Directors or the Compensation Committee to either evaluate or recommend the setting of executive compensation during the past fiscal year.

Implementation of Executive Compensation Program Objectives and Policies

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Weighting and Selection of Elements of Compensation

As described in “General Compensation Levels” above, we have not in the past assigned specific weights to any factors considered in determining compensation, and none of the factors are more dispositive than others.

Elements of Executive Compensation

The primary components of DISH Network’s executive compensation program have included:

- base cash salary;
- short-term incentive compensation, including conditional and/or performance-based cash incentive compensation and discretionary bonuses;
- long-term equity incentive compensation in the form of stock options and restricted stock units offered under DISH Network’s stock incentive plans;
- 401(k) plan; and
- other compensation, including perquisites and personal benefits and post-termination compensation.

These elements combine to promote the objectives and policies described above. Base salary, 401(k) benefits and other benefits and perquisites provided generally to DISH Network employees provide a minimum level of compensation for our NEOs. Short-term incentives reward individual performance and achievement of annual goals important to DISH Network. Long-term equity-incentive compensation aligns NEO compensation directly with the creation of long-term shareholder value and promotes retention.

DISH Network has not required that a certain percentage of an executive’s compensation be provided in one form versus another. However, our goal is to award compensation that is reasonable in relation to DISH Network’s compensation program and objectives when all elements of potential compensation are considered. Each element of DISH Network’s historical executive compensation and the rationale for each element is described below.

Base Cash Salary

DISH Network has traditionally included salary in its executive compensation package under the belief that it is appropriate that some portion of the compensation paid to its executives be provided in a form that is fixed and liquid occurring over regular intervals. Generally, for the reasons discussed in “Long-Term Equity Incentive Compensation,” DISH Network has weighted overall compensation towards equity components as opposed to base salaries. The Board of Directors has traditionally been free to set base salary at any level deemed appropriate, with the Compensation Committee setting the base salary of the Chairman. The Compensation Committee and the Board of Directors typically review base salaries once annually. Any increases or decreases in base salary on a year-over-year basis have usually been dependent on a combination of the following factors, as assessed by the Compensation Committee and/or the Board of Directors, as applicable:

- DISH Network’s overall financial and business performance;
- the performance of the NEO’s business unit;
- the NEO’s individual contributions to DISH Network; and
- the rate of DISH Network’s standard annual merit increase for employees who are performing at a satisfactory level.

Short-Term Incentive Compensation

This compensation program, if implemented for a particular year, generally provides for a bonus that is linked to annual performance as determined by the Compensation Committee at the beginning of each fiscal year when it establishes the short-term incentive plan for that year. The objective of the short-term incentive plan is to compensate NEOs in significant part based on the achievement of specific annual goals that the Compensation Committee believes will create an incentive to maximize long-term shareholder value. This compensation program also permits short-term incentive compensation to be awarded in the form of discretionary cash bonuses based on individual performance during the year.

During 2017, we elected not to implement a short-term incentive program. The decision not to implement a short-term incentive program during 2017 was made based upon, among other things, the adoption of the 2017 Long Term Incentive Plan, or 2017 LTIP, discussed below. While the Compensation Committee did not implement a short-term incentive program during 2017, the Compensation Committee granted certain short-term performance-based awards to Mr. Carlson and Mr. Khemka, discussed below.

Long-Term Equity Incentive Compensation

DISH Network has traditionally operated under the belief that executive officers will be better able to contribute to its long-term success and help build incremental shareholder value if they have a stake in that future success and value. DISH Network believes this stake focuses the executive officers’ attention on managing DISH Network as owners with equity positions in DISH Network and aligns their interests with the long-term interests of DISH Network’s shareholders. Equity awards therefore have represented an important and significant component of DISH Network’s compensation program for executive officers. DISH Network has attempted to create general incentives with its standard stock option grants and conditional incentives through conditional awards that may include payouts in cash or equity.

General Equity Incentives

With respect to equity incentive compensation, DISH Network attempts to ensure that each NEO has equity incentives at any given time that are significant in relation to such individual’s annual cash compensation to ensure that each of DISH Network’s NEOs has appropriate incentives tied to the performance of DISH Network’s Class A Shares. Therefore, DISH Network may grant more equity incentives to one particular NEO in a given year if a substantial portion of the NEO’s equity incentives are vested and the underlying stock is capable of being sold. In addition, if a NEO recently received a substantial amount of equity incentives, DISH Network may not grant any equity incentives to that particular NEO. In particular, in granting awards for 2017, the Compensation Committee took into account, among other things, the amount necessary to retain our executive officers and that our executive officers had been granted equity incentives under the 2013 LTIP and the adoption of the 2017 Long Term Incentive Plan, or 2017 LTIP, discussed below.

In granting equity incentive compensation, the Compensation Committee also takes into account whether the NEO has been promoted in determining whether to award equity awards to that individual. Finally, from time to time, the Compensation Committee may award one-time equity awards based on a number of subjective criteria, including the NEO’s position and role in DISH Network’s success and whether the NEO made any exceptional contributions to DISH Network’s success.

To aid in our retention of employees, options granted under DISH Network’s stock incentive plans generally vest at the rate of 20% per year and have exercise prices not less than the fair market value of DISH Network’s Class A Shares on the date of grant or the last trading day prior to the date of grant (if the date of grant is not a trading day). Other than performance-based awards, including awards granted under the 2013 LTIP and the 2017 LTIP, DISH Network’s standard form of option agreement given to executive officers has included acceleration of vesting upon a change in control of DISH Network for those executive officers that are terminated by DISH Network or the surviving entity, as applicable, for any reason other than for cause during the twenty-four month period following such change in control.

The principal provisions of our equity incentive plans, and certain material equity incentive grants under such plans, are summarized below. This summary and the features of these equity incentive plans and grants set forth below do not purport to be complete and are qualified in their entirety by reference to the provisions of the specific equity incentive plan or grant.

Practices Regarding Grant of Equity Incentives

Prior to 2013, DISH Network generally awarded equity incentives as of the last day of each calendar quarter and set exercise prices at not less than the fair market value of Class A Shares on the date of grant or the last trading day prior to the date of grant (if the last day of the calendar quarter was not a trading day). Beginning April 1, 2013, DISH Network generally awards equity incentives as of the first day of each calendar quarter and will set exercise prices at not less than the fair market value of Class A Shares on the date of grant or the last trading day prior to the date of grant (if the date of grant is not a trading day).

2009 Stock Incentive Plan

We have adopted an employee stock incentive plan, which we refer to as the 2009 Stock Incentive Plan. The purpose of the 2009 Stock Incentive Plan is to provide incentives to attract and retain executive officers and other key employees. Awards available to be granted under the 2009 Stock Incentive Plan include: (i) stock options; (ii) stock appreciation rights; (iii) restricted stock and restricted stock units; (iv) performance awards; (v) dividend equivalents; and (vi) other stock-based awards.

Class B Chairman Stock Option Plan

We have adopted a Class B Chairman stock option plan, which we refer to as the 2002 Class B Chairman Stock Option Plan. The purpose of the 2002 Class B Chairman Stock Option Plan is to promote the interests of DISH Network and its subsidiaries by aiding in the retention of Charles W. Ergen, the Chairman of DISH Network, who our Board of Directors believes is crucial to assuring our future success, to offer Mr. Ergen incentives to put forth maximum efforts for our future success and to afford Mr. Ergen an opportunity to acquire additional proprietary interests in DISH Network. Mr. Ergen abstained from our Board of Directors' vote on this matter. Awards available to be granted under the 2002 Class B Chairman Stock Option Plan include nonqualified stock options and dividend equivalent rights with respect to DISH Network's Class B Shares.

Employee Stock Purchase Plan

We have adopted an employee stock purchase plan, which we refer to as our ESPP. The purpose of the ESPP is to provide our eligible employees with an opportunity to acquire a proprietary interest in us by the purchase of our Class A Shares. All full-time employees who are employed by DISH Network for at least one calendar quarter are eligible to participate in the ESPP. Employee stock purchases are made through payroll deductions. Under the terms of the ESPP, employees are not permitted to deduct an amount that would permit such employee to purchase our capital stock in an amount that exceeds \$25,000 in fair market value of capital stock in any one year. The ESPP is intended to qualify under Section 423 of the Code and thereby provide participating employees with an opportunity to receive certain favorable income tax consequences as to stock purchased under the ESPP. On March 15, 2018, our Board adopted an amendment and restatement of the ESPP, which is subject to approval by our shareholders at the Annual Meeting. The proposed amendment and restatement of the ESPP would increase the number of Class A Shares that may be purchased under the ESPP from 2,800,000 to 3,800,000. For information regarding the proposed amendment and restatement of the ESPP, see Proposal No. 3.

2010 Equity Incentive to Mr. Cullen

During 2010, based on Mr. Ergen's subjective evaluation of Mr. Cullen's contributions to the Corporation's performance and to align his interests with the long-term interests of DISH Network's shareholders, Mr. Ergen recommended, and the Compensation Committee agreed, to grant Mr. Cullen 200,000 restricted stock units (RSUs) and an option to purchase 600,000 of the Corporation's Class A Shares, with such awards vesting incrementally before June 30, 2020 according to the following vesting schedules.

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Fifty percent (50%) of the option and RSU awards granted to Mr. Cullen vest based upon achieving the following specified cumulative free cash flow goals while achieving and maintaining a minimum threshold of 15,250,000 total net subscribers:

Cumulative Free Cash Flow Goals	Number of Options Vesting	Number of RSUs Vesting
\$ 250 million	15,000	5,000
\$ 500 million	15,000	5,000
\$ 750 million	15,000	5,000
\$ 1 billion	15,000	5,000
\$ 1.25 billion	15,000	5,000
\$ 1.5 billion	15,000	5,000
\$ 1.75 billion	15,000	5,000
\$ 2 billion	15,000	5,000
\$ 2.25 billion	15,000	5,000
\$ 2.5 billion	15,000	5,000
\$ 2.75 billion	15,000	5,000
\$ 3 billion	15,000	5,000
\$ 3.25 billion	15,000	5,000
\$ 3.5 billion	15,000	5,000
\$ 3.75 billion	15,000	5,000
\$ 4 billion	15,000	5,000
\$ 4.25 billion	15,000	5,000
\$ 4.5 billion	15,000	5,000
\$ 4.75 billion	15,000	5,000
\$ 5 billion	15,000	5,000

In the event that the total net subscriber threshold is met and a cumulative free cash flow goal is achieved as of the last day of a given calendar quarter: (i) the applicable cumulative free cash flow goal(s) will be retired; and (ii) the corresponding increment(s) of the option or RSU awards will vest and shall become exercisable contemporaneously with the filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC.

The other fifty percent (50%) of the option and RSU awards granted to Mr. Cullen vest based upon achieving the following specified total net subscriber goals while achieving and maintaining the specified cumulative free cash flow goal:

Cumulative Free Cash Flow Goals	Total Net Subscriber Goals	Number of Options Vesting	Number of RSUs Vesting
\$ 250 million	15,250,000	15,000	5,000
\$ 500 million	15,500,000	15,000	5,000
\$ 750 million	15,750,000	15,000	5,000
\$ 1 billion	16,000,000	15,000	5,000
\$ 1.25 billion	16,250,000	15,000	5,000

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\$	1.5 billion	16,500,000	15,000	5,000
\$	1.75 billion	16,750,000	15,000	5,000
\$	2 billion	17,000,000	15,000	5,000
\$	2.25 billion	17,250,000	15,000	5,000
\$	2.5 billion	17,500,000	15,000	5,000
\$	2.75 billion	17,750,000	15,000	5,000
\$	3 billion	18,000,000	15,000	5,000
\$	3.25 billion	18,250,000	15,000	5,000
\$	3.5 billion	18,500,000	15,000	5,000
\$	3.75 billion	18,750,000	15,000	5,000
\$	4 billion	19,000,000	15,000	5,000
\$	4.25 billion	19,250,000	15,000	5,000
\$	4.5 billion	19,500,000	15,000	5,000
\$	4.75 billion	19,750,000	15,000	5,000
\$	5 billion	20,000,000	15,000	5,000

In the event that the cumulative free cash flow goal is met (or has already been retired and continues to be met) and a total net subscriber goal is achieved as of the last day of any such calendar quarter: (i) the applicable total net subscriber goal(s) will be retired; and (ii) the corresponding increment of the option or RSU awards will vest and shall become exercisable contemporaneously with the filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC.

For purposes of the total net subscriber goal and total net subscriber threshold under this equity incentive award, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers, broadband subscribers and wireless subscribers (including, without limitation, the applicable characteristics of such subscribers). In addition, for purposes of the cumulative free cash flow goals under this equity incentive award, the calculation of "cumulative free cash flow" is a formula that takes into account, among other things, free cash flow as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC. The Compensation Committee has final authority to, among other things, interpret, and calculate any and all aspects of this equity incentive award, including vesting and all other aspects of calculating the achievement of the goals under this equity incentive award.

2011 Equity Incentives to Mr. Ergen

During 2011, the Compensation Committee determined that Mr. Ergen should receive a grant of options to purchase 1,200,000 of the Corporation's Class A Shares, with such award vesting incrementally before June 30, 2021, according to the following vesting schedules.

As determined by the Compensation Committee, fifty percent (50%) of the option awards granted to Mr. Ergen vest based upon achieving the following specified cumulative free cash flow goals while achieving and maintaining a minimum threshold of 14,250,000 total net subscribers:

Cumulative Free Cash Flow Goal	Vesting Schedule
\$ 250 million	30,000
\$ 500 million	30,000
\$ 750 million	30,000
\$ 1 billion	30,000
\$ 1.25 billion	30,000
\$ 1.5 billion	30,000
\$ 1.75 billion	30,000
\$ 2 billion	30,000
\$ 2.25 billion	30,000
\$ 2.5 billion	30,000
\$ 2.75 billion	30,000
\$ 3 billion	30,000
\$ 3.25 billion	30,000
\$ 3.5 billion	30,000
\$ 3.75 billion	30,000
\$ 4 billion	30,000
\$ 4.25 billion	30,000
\$ 4.5 billion	30,000
\$ 4.75 billion	30,000
\$ 5 billion	30,000

In the event that the total net subscriber threshold is met and a cumulative free cash flow goal is achieved as of the last day of a given calendar quarter, as determined by the Compensation Committee: (i) the applicable cumulative free cash flow goal(s) will be retired; and (ii) the corresponding increment of the option will vest and shall become exercisable contemporaneously with the filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC. During 2013, we achieved the cumulative free cash flow goal of \$2.5 billion while achieving and maintaining a minimum threshold of 14,250,000 total net subscribers, resulting in the vesting of 300,000 stock options during 2013, as determined by the Compensation Committee. Accordingly, the \$250 million, \$500 million, \$750 million, \$1 billion, \$1.25 billion, \$1.5 billion, \$1.75 billion, \$2 billion, \$2.25 billion, and \$2.5 billion cumulative free cash flow goals under the grant

were retired. During 2014, we achieved the cumulative free cash flow goal of \$3.75 billion while achieving and maintaining a minimum threshold of 14,250,000 total net subscribers, resulting in the vesting of 150,000 stock options during 2014, as determined by the Compensation Committee. Accordingly, the \$2.75 billion, \$3 billion, \$3.25 billion, \$3.5 billion, and \$3.75 billion cumulative free cash flow goals under the grant were retired. During 2015, we achieved the cumulative free cash flow goal of \$5.0 billion while achieving and maintaining a minimum threshold of 14,250,000 total net subscribers, resulting in the vesting of 150,000 stock options during 2015, as determined by the Compensation Committee. Accordingly, all of the remaining cumulative free cash flow goals under the grant were retired during 2015.

As determined by the Compensation Committee, the other fifty percent (50%) of the option awards granted to Mr. Ergen vest based upon achieving the following specified total net subscriber goals, while achieving and maintaining the specified cumulative free cash flow goal:

Cumulative Free Cash Flow Goal	Total Net Subscriber Goal	Vesting Schedule
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\$	250 million	14,250,000	30,000
\$	500 million	14,500,000	30,000
\$	750 million	14,750,000	30,000
\$	1 billion	15,000,000	30,000
\$	1.25 billion	15,250,000	30,000
\$	1.5 billion	15,500,000	30,000
\$	1.75 billion	15,750,000	30,000
\$	2 billion	16,000,000	30,000
\$	2.25 billion	16,250,000	30,000
\$	2.5 billion	16,500,000	30,000
\$	2.75 billion	16,750,000	30,000
\$	3 billion	17,000,000	30,000
\$	3.25 billion	17,250,000	30,000
\$	3.5 billion	17,500,000	30,000
\$	3.75 billion	17,750,000	30,000
\$	4 billion	18,000,000	30,000
\$	4.25 billion	18,250,000	30,000
\$	4.5 billion	18,500,000	30,000
\$	4.75 billion	18,750,000	30,000
\$	5 billion	19,000,000	30,000

In the event that the cumulative free cash flow goal is met (or has already been retired and continues to be met) and a total net subscriber goal is achieved as of the last day of any such calendar quarter, as determined by the Compensation Committee: (i) the applicable total net subscriber goal(s) will be retired; and (ii) the corresponding increment of the option will vest and shall become exercisable contemporaneously with the filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC. During 2013, we achieved the total net subscriber goal of 14,250,000 while achieving and maintaining the cumulative free cash flow goal of at least \$250 million, resulting in the vesting of 30,000 stock options during 2013, as determined by the Compensation Committee. Accordingly, the total net subscriber goal of 14,250,000 under the grant was retired. During 2014, we achieved the total net subscriber goal of 14,500,000 while achieving and maintaining the cumulative free cash flow goal of at least \$500 million, resulting in the vesting of 30,000 stock options during 2014, as determined by the Compensation Committee. Accordingly, the total net subscriber goal of 14,500,000 under the grant was retired. During 2015, 2016 and 2017, none of the total net subscriber goals under this grant were achieved.

For purposes of the total net subscriber goal and total net subscriber threshold under this equity incentive award, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers, broadband subscribers and wireless subscribers (including, without limitation, the applicable characteristics of such subscribers). In addition, for purposes of the cumulative free cash flow goals under this equity incentive award, the calculation of "cumulative free cash flow" is a formula that takes into account, among other things, free cash flow as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC. The Compensation Committee has final authority to, among other things, interpret, and calculate any and all aspects of this equity incentive award, including vesting and all other aspects of calculating the achievement of the goals under this equity incentive award.

2013 Long-Term Incentive Plan

On November 30, 2012, the Board of Directors and the Compensation Committee approved a long-term, performance-based stock incentive plan, the 2013 Long-Term Incentive Plan, or 2013 LTIP, within the terms of DISH Network's 2009 Stock Incentive Plan. The purpose of the 2013 LTIP is to promote DISH Network's interests and the interests of its shareholders by providing key employees with financial rewards through equity participation upon achievement of specified long-term cumulative free cash flow goals while achieving and maintaining a specified long-term subscriber threshold and total net subscriber goals. The employees eligible to participate in the 2013 LTIP generally include DISH Network's executive officers, senior vice presidents, vice presidents and director-level employees. Employees participating in the 2013 LTIP received a one-time award of: (i) an option to acquire a specified number of shares priced at the market value as of the first day of the calendar quarter in which the option was granted or the last trading day prior to the date of grant (if the first day of the calendar quarter is not a trading day) and (ii) rights to acquire for no additional consideration a specified smaller number of Class A Shares. Initial awards granted under the 2013 LTIP were made as of January 1, 2013. Under the 2013 LTIP, the cumulative free cash flow goals and the total net subscriber threshold are measured on the last day of each calendar quarter. The cumulative free cash flow goals commenced April 1, 2013. The total net subscriber goals are measured on the last day of each calendar quarter commencing on January 1, 2013. For purposes of the total net subscriber goal and total net subscriber threshold under the 2013 LTIP, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers and broadband subscribers (including, without limitation, the applicable characteristics of such subscribers). In addition, for purposes of the cumulative free cash flow goals under the 2013 LTIP, the calculation of "cumulative free cash flow" is a formula that takes into account, among other things, free cash flow as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC, but excluding free cash flows from the wireless line of business. The Compensation Committee has final authority to, among other things, interpret and calculate any and all aspects of the 2013 LTIP, including vesting and all other aspects of calculating the achievement of the goals under the 2013 LTIP. As of July 2016, we no longer grant new awards under the 2013 LTIP.

In the event that a cumulative free cash flow goal and/or total net subscriber goal is achieved, and the total net subscriber threshold is met, as of the last day of any such calendar quarter, as determined by the Compensation Committee: (i) the applicable cumulative free cash flow goal and/or total net subscriber goal will be retired; and (ii) the corresponding increment of the option/restricted stock unit will vest and shall become exercisable contemporaneously with filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC, in accordance with the following vesting schedules:

Cumulative Free Cash Flow Goal	Total Net Subscriber Threshold	Vesting Schedule
\$ 1 billion	14.5 million	10%
\$ 2 billion	14.5 million	10%
\$ 3 billion	14.5 million	10%
\$ 4 billion	14.5 million	10%
\$ 5 billion	14.5 million	10%
Total Net Subscriber Goal	Vesting Schedule	
14.5 million	10%	
14.75 million	10%	
15 million	10%	
15.25 million	10%	
15.5 million	10%	

Employees who were granted equity awards after April 1, 2014 under the 2013 LTIP received: (i) an option to acquire a reduced number of Class A Shares; and (ii) rights to acquire for no additional consideration a reduced number of Class A Shares, relative to the amounts that were granted to employees at the same level prior to April 1, 2014. Such awards are subject to a vesting schedule that varies based upon the date on which such awards were granted.

Messrs. Ergen, Carlson and Cullen were each granted an option to purchase 60,000 Class A Shares and 30,000 RSUs under the 2013 LTIP on January 1, 2013. Mr. Khemka was granted an option to purchase 15,000 Class A Shares and 7,500 RSUs under the 2013 LTIP on January 1, 2013. Mr. Khemka was granted an additional option to purchase 15,000 Class A Shares and 7,500 RSUs under the 2013 LTIP on April 1, 2013, as a result of his promotion to Senior Vice President of Product Management on March 2, 2013. Finally, Mr. Khemka was granted an additional option to purchase 15,000 Class A Shares and 7,500 RSUs under the 2013 LTIP on January 1, 2016, as a result of his promotion to Executive Vice President and Chief Technology Officer on December 11, 2015. Mr. Swain was granted an option to purchase 15,000 Class A Shares and 7,500 RSUs under the 2013 LTIP on January 1, 2013. Mr. Swain was granted an additional option to purchase 12,000 Class A Shares and 6,000 RSUs under the 2013 LTIP on July 1, 2014, as a result of his promotion to Senior Vice President of Programming on April 28, 2014.

During 2013, none of the goals under the 2013 LTIP were achieved. During 2014, we achieved the cumulative free cash flow goal of \$1 billion while achieving and maintaining a minimum threshold of 14.5 million total net subscribers, which resulted in the cumulative vesting of 10% of the 2013 LTIP stock awards during 2014, as determined by the Compensation Committee. Accordingly, the \$1 billion cumulative free cash flow goal under the 2013 LTIP was retired. In addition, during 2014, we achieved the 14.5 million total net subscriber goal, which resulted in the cumulative vesting of 10% of the 2013 LTIP stock awards during 2014, as determined by the Compensation Committee. Accordingly, the 14.5 million total net subscriber goal under the 2013 LTIP was retired. During 2015, 2016 and 2017, none of the goals under the 2013 LTIP were achieved.

2017 Long-Term Incentive Plan

On December 2, 2016, the Board of Directors and the Compensation Committee approved a long-term, performance-based stock incentive plan, the 2017 Long-Term Incentive Plan, or 2017 LTIP, within the terms of DISH Network's 2009 Stock Incentive Plan. The purpose of the 2017 LTIP is to promote DISH Network's interests and the interests of its shareholders by providing key employees with financial rewards through equity participation upon achievement of specified long-term cumulative free cash flow goals (while achieving and maintaining a specified long-term subscriber threshold) and total net subscriber goals. The employees eligible to participate in the 2017 LTIP generally include DISH Network's executive officers, senior vice presidents, vice presidents and director-level employees. Employees participating in the 2017 LTIP receive a one-time award of an option to acquire a specified number of shares priced at the market value as of the first day of the calendar quarter in which the option was granted or the last trading day prior to the date of grant (if the first day of the calendar quarter is not a trading day). Initial awards granted under the 2017 LTIP were made as of January 1, 2017. Under the 2017 LTIP, the cumulative free cash flow goals, total net subscriber threshold and total net subscriber goals are measured on the last day of each calendar quarter commencing on January 1, 2017. For purposes of the total net subscriber goal and total net subscriber threshold under the 2017 LTIP, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers and broadband subscribers (including, without limitation, the applicable characteristics of such subscribers). In addition, for purposes of the cumulative free cash flow goals under the 2017 LTIP, the calculation of "cumulative free cash flow" is a formula that takes into account, among other things, free cash flow as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC, subject to certain exclusions. The Compensation Committee has final authority to, among other things, interpret and calculate any and all aspects of the 2017 LTIP, including vesting and all other aspects of calculating the achievement of the goals under the 2017 LTIP.

In the event that a cumulative free cash flow goal is achieved (and the total net subscriber threshold is met) or a total net subscriber goal is achieved as of the last day of any such calendar quarter, as determined by the Compensation Committee: (i) the applicable cumulative free cash flow goal and/or total net subscriber goal will be retired; and (ii) the corresponding increment of the option will vest and shall become exercisable contemporaneously with filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC, in accordance with the following vesting schedules:

Cumulative Free Cash Flow Goal	Total Net Subscriber Threshold	Vesting Schedule
\$ 1 billion	14.0 million	12.5%
\$ 2 billion	14.0 million	12.5%
\$ 3 billion	14.0 million	12.5%
\$ 4 billion	14.0 million	12.5%
\$ 4.5 billion	14.0 million	12.5%

Total Net Subscriber Goal	Vesting Schedule
14.5 million	12.5%
15 million	12.5%
15.5 million	12.5%

Employees who are granted equity awards after March 31, 2017 under the 2017 LTIP will be eligible to receive an option to acquire a reduced number of Class A Shares, relative to the amounts that were granted to employees at the same level prior to March 31, 2017. Such awards are subject to a vesting schedule that varies based upon the date on which such awards were granted.

Messrs. Ergen, Carlson, Khemka and Cullen were each granted an option to purchase 60,000 Class A Shares under the 2017 LTIP on January 1, 2017. Mr. Swain was granted an option to purchase 30,000 Class A Shares under the 2017 LTIP on January 1, 2017. Mr. McSchooler was granted an option to purchase 60,000 Class A Shares under the 2017 LTIP on April 1, 2017.

2016 Cash Incentive to Mr. Carlson

The Compensation Committee determined that, on January 1, 2016, Mr. Carlson should receive a grant of a performance-based cash award of three hundred thousand dollars (\$300,000), with such award vesting based upon achieving certain quarterly earnings goals during 2016 (each a "Quarterly Earnings Goal"), in increments of seventy-five thousand dollars (\$75,000) in each calendar quarter. The Quarterly Earnings Goals for 2016 were as follows: (i) \$750 million in the first quarter 2016; (ii) \$750 million in the second quarter 2016; (iii) \$750 million in the third quarter 2016; and (iv) \$750 million in the fourth quarter 2016.

In the event that a Quarterly Earnings Goal was achieved as of the last day of a given calendar quarter, as determined by the Compensation Committee, the corresponding increment(s) of the performance-based cash award vested contemporaneously with the filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC. Furthermore, in the event that the Corporation achieved an aggregate amount of earnings for 2016 that was greater than or equal to \$3 billion (the sum of the above Quarterly Earnings Goals (subject to adjustment based upon certain gross subscriber additions during 2016), the "Total Earnings Goal"), as determined by the Compensation Committee, any unvested increment of the three hundred thousand dollars (\$300,000) vested contemporaneously with the filing of the Corporation's financial results for the year ended December 31, 2016, with the SEC.

For purposes of gross subscriber additions, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers and broadband subscribers. In addition, for purposes of the Quarterly Earnings Goals and the Total Earnings Goal under this performance-based cash award, the calculation of "earnings" is a formula that takes into account, among other things, EBITDA as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC. The Compensation Committee had final authority to, among other things, interpret and calculate any and all aspects of this performance-based cash award, including vesting and all other aspects of calculating the achievement of the goals under this performance-based cash award.

During 2016, we achieved the Quarterly Earnings Goals for the first quarter 2016, the second quarter 2016, and the fourth quarter 2016, which resulted in the vesting of \$150,000 during 2016 and \$75,000 during 2017, as determined by the Compensation Committee. Accordingly, the Quarterly Earnings Goals for the first quarter 2016, the second quarter 2016, and the fourth quarter 2016 under this grant were retired. During 2016, we also achieved the Total Earnings Goal, which resulted in the vesting of the remaining unvested \$75,000 during 2017, as determined by the Compensation Committee. Accordingly, the Quarterly Earnings Goal for the third quarter 2016 and the Total Earnings Goal under this grant were retired.

2017 Cash Incentive to Mr. Carlson

During 2017, the Compensation Committee determined that Mr. Carlson should receive a grant of a performance-based cash award of five hundred thousand dollars (\$500,000), with such award vesting based upon the following vesting schedules.

As determined by the Executive Compensation Committee, two hundred fifty thousand dollars (\$250,000) of the performance-based cash award granted to Mr. Carlson vests based on achieving certain quarterly earnings goals during 2017 (each a "Quarterly Earnings Goal"), in increments of sixty-two thousand five hundred dollars (\$62,500) in each calendar quarter. The Quarterly Earnings Goals for 2017 were as follows: (i) \$793.2 million in the first quarter 2017; (ii) \$804.5 million in the second quarter 2017; (iii) \$715.2 million in the third quarter 2017; and (iv) \$801.8 million in the fourth quarter 2017.

In the event that a Quarterly Earnings Goal was achieved as of the last day of a given calendar quarter, as determined by the Compensation Committee, the corresponding increment(s) of the performance-based cash award vested contemporaneously with the filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC. Furthermore, in the event that the Corporation achieved an aggregate amount of earnings for 2017 that was greater than or equal to \$3.1146 billion (the sum of the above Quarterly Earnings Goals (subject to adjustment based upon certain gross subscriber additions during 2017), the "Total Earnings Goal"), as determined by the Compensation Committee, any unvested increment of the two hundred fifty thousand dollars (\$250,000) vested contemporaneously with the filing of the Corporation's financial results for the year ended December 31, 2017, with the SEC.

For purposes of gross subscriber additions, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers. In addition, for purposes of the Quarterly Earnings Goals and the Total Earnings Goal under this performance-based cash award, the calculation of "earnings" is a formula that takes into account, among other things, EBITDA as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC. The Compensation Committee had final authority to, among other things, interpret and calculate any and all aspects of this performance-based cash award, including vesting and all other aspects of calculating the achievement of the goals under this performance-based cash award.

During 2017, we achieved the Quarterly Earnings Goals for the first quarter 2017, the second quarter 2017, and the third quarter 2017, which resulted in the vesting of \$187,500 during 2017, as determined by the Compensation Committee. Accordingly, the Quarterly Earnings Goals for the first quarter 2017, the second quarter 2017, and the third quarter 2017 under this grant were retired. During 2017, we also achieved the Total Earnings Goal, which resulted in the vesting of the remaining unvested \$62,500 during 2018, as determined by the Compensation Committee. Accordingly, the Quarterly Earnings Goal for the fourth quarter 2017 and the Total Earnings Goal under the performance award were retired.

As determined by the Executive Compensation Committee, two hundred fifty thousand dollars (\$250,000) of the performance-based cash award granted to Mr. Carlson vests based on achieving certain quarterly net subscriber additions/losses goals during 2017 (each a "Quarterly Net Subscriber Additions/Losses Goal"), in increments of sixty-two thousand five hundred dollars (\$62,500) in each calendar quarter. The Quarterly Net Subscriber Additions/Losses Goals for 2017 were as follows: (i) (255,981) net subscribers in the first quarter 2017; (ii) (269,037) net subscribers in the second quarter 2017; (iii) (189,362) net subscribers in the third quarter 2017; and (iv) (185,620) net subscribers in the fourth quarter 2017.

In the event that a Quarterly Net Subscriber Additions/Losses Goal was achieved as of the last day of a given calendar quarter, as determined by the Compensation Committee, the corresponding increment(s) of the performance-based cash award vested contemporaneously with the filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC. Furthermore, in the event that the Corporation achieved an aggregate amount of net subscriber additions/losses for 2017 that was greater than or equal to (900,000) subscribers (the sum of the above Quarterly Net Subscriber Additions/Losses Goals, the "Annual Net Subscriber Additions/Losses Goal"), as determined by the Compensation Committee, any unvested increment of the two hundred and fifty thousand dollars (\$250,000) vests contemporaneously with the filing of the Corporation's financial results for the year ended December 31, 2017, with the SEC. During 2017, we only achieved the Quarterly Net Subscriber Additions/Losses Goals for the fourth quarter 2017, which resulted in the vesting of \$62,500 during 2018, as determined by the Compensation Committee. Accordingly, the Quarterly Subscriber Goals for the first quarter 2017, the second quarter 2017, the third quarter 2017, the fourth quarter 2017, and the Annual Net Subscriber Additions/Losses Goal were retired.

For purposes of net subscriber additions/losses, the calculation of "subscribers" is a formula that takes into account, among other things, certain Pay-TV subscribers. In addition, for purposes of the Quarterly Net Subscriber Additions/Losses Goals and the Annual Net Subscriber Additions/Losses Goal under this performance-based cash award, the calculation of "earnings" is a formula that takes into account, among other things, EBITDA, as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC. The Compensation Committee has final authority to, among other things, interpret and calculate any and all aspects of this performance-based cash award, including vesting, and all other aspects of calculating the achievement of the goals under this performance-based cash award.

2016 Cash Incentives to Mr. Khemka

The Compensation Committee determined that, on January 1, 2016, Mr. Khemka should receive a grant of performance-based cash award of five-hundred thousand dollars (\$500,000), with such award vesting based upon achieving a certain number of total net Internet protocol television ("IPTV") subscribers during the calendar year (each, a "Net IPTV Subscriber Additions Goal"). The Net IPTV Subscriber Goal was to achieve positive net IPTV subscribers during each calendar year, generally vesting in increments of \$0.10 per positive net IPTV subscriber in such calendar year.

In the event that a Net IPTV Subscriber Additions Goal is achieved as of the last day of any calendar year during the measurement period, the corresponding dollar amount of the performance-based cash award vested contemporaneously with the filing the Corporation's financial results for that year with the SEC.

For purposes of the Net IPTV Subscriber Goal under this performance-based cash award, the calculation of "total net IPTV subscribers" was a formula that took into account, among other things, subscribers to our Sling TV services. The Compensation Committee had final authority to, among other things, interpret and calculate any and all aspects of this performance-based cash award, including vesting and all other aspects of calculating the achievement of the goal under this performance-based cash award.

During 2016, we achieved the Net IPTV Subscriber Goal for the year ended December 31, 2016, which resulted in the vesting of approximately \$88,000 under this performance-based cash award during 2017, as determined by the Compensation Committee. During 2017, we achieved the Net IPTV Subscriber Goal for the year ended December 31, 2017, which resulted in the vesting of approximately \$71,000 under this performance-based cash award during 2018, as determined by the Compensation Committee.

Following the payment in 2018, no further payments will be made under this performance-based cash award.

401(k) Plan

DISH Network has adopted the 401(k) Plan, a defined-contribution tax-qualified 401(k) plan, for its employees, including its executives, to encourage its employees to save some percentage of their cash compensation for their eventual retirement. DISH Network's executives participate in the 401(k) Plan on the same terms as DISH Network's other employees. Under the 401(k) Plan, employees generally become eligible for participation in the 401(k) Plan upon completing ninety (90) days of service with DISH Network and reaching age 19. 401(k) Plan participants are able to contribute up to 50% of their compensation in each contribution period, subject to the maximum deductible limit provided by the Code. DISH Network may also make a 50% matching employer contribution up to a maximum of \$2,500 per participant per calendar year. In addition, DISH Network may also make an annual discretionary profit sharing contribution to the 401(k) Plan with the approval of its Compensation Committee and Board of Directors. 401(k) Plan participants are immediately vested in their voluntary contributions and earnings on voluntary contributions. DISH Network's matching employer contributions and any annual discretionary profit sharing contributions to 401(k) Plan participants' accounts vest 20% per year commencing one year from the employee's date of employment.

Perquisites and Personal Benefits, Post-Termination Compensation and Other Compensation

DISH Network has traditionally offered numerous plans and other benefits to its executive officers on the same terms as other employees. These plans and benefits have generally included medical, vision and dental insurance, life insurance and the employee stock purchase plan, as well as discounts on DISH Network's products and services. Relocation benefits may also be reimbursed, but are individually negotiated when they occur. DISH Network has also permitted certain NEOs and their family members and guests to use its corporate aircraft for personal use. DISH Network has also paid for annual tax preparation costs for certain NEOs.

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DISH Network has not traditionally had any plans in place to provide severance benefits to employees. However, certain non-performance based stock options and restricted stock units have been granted to its executive officers subject to accelerated vesting upon a change in control.

Non-Binding Shareholder Advisory Vote on Executive Compensation

DISH Network provided its shareholders with the opportunity to cast a non-binding advisory vote on executive compensation at the annual meeting of shareholders held on May 1, 2017. Over 98% of the voting power represented at the meeting and entitled to vote on that matter voted in favor of the executive compensation proposal. The Compensation Committee reviewed these voting results. Since the voting results affirmed shareholders' support of DISH Network's approach to executive compensation, DISH Network did not change its approach in 2017 as a direct result of the vote. Also as determined at the annual meeting of shareholders held in May 2017, DISH Network intends to continue to seek a non-binding shareholder advisory vote on executive compensation once every three years.

2017 Executive Compensation

Generally, DISH Network has historically made decisions with respect to executive compensation for a particular compensation year in December of the preceding compensation year or the first quarter of the applicable compensation year. With respect to the executive compensation of each NEO for 2017, the Compensation Committee (along with Mr. Ergen, for each of the NEOs other than himself) reviewed total compensation of each NEO and the value of: (a) historic and current components of each NEO's compensation, including the annual base salary and bonus paid to the NEO in the prior year; and (b) equity incentives held by each NEO in DISH Network's stock incentive plans. The Compensation Committee (along with Mr. Ergen, for each of the NEOs other than himself) also reviewed the Proxy Data prepared for 2016 and other information described in "Compilation of Certain Proxy Data" above. As described in "General Compensation Levels" above, DISH Network aims to provide annual base salaries and long-term incentives that are competitive in the market with an emphasis on providing a substantial portion of overall compensation in the form of equity incentives. In addition, the Compensation Committee has discretion to award performance based compensation that is based on performance goals different from those that were previously set or that is higher or lower than the anticipated compensation that would be awarded under DISH Network's incentive plans if particular performance goals were met. The Compensation Committee did not exercise this discretion in 2017. However, from time to time, the Compensation Committee has exercised its authority to, among other things, interpret and calculate any and all aspects of performance-based awards under DISH Network's incentive plans, including vesting and all other aspects of calculating the achievement of the goals under such performance-based compensation awards in accordance with their terms.

Compensation of our Chairman and our President and Chief Executive Officer

2017 Base Salary of Chairman. Mr. Ergen's annual base salary for 2017 was determined based on a review by the Compensation Committee of the expected annual base salaries in 2017 of each of DISH Network's other NEOs. The Compensation Committee did not increase Mr. Ergen's salary in 2017. The Compensation Committee noted that Mr. Ergen's base salary continued to be lower than the base salaries of the CEOs of the significant majority of the surveyed companies in the Proxy Data. Mr. Carlson replaced Mr. Ergen as Chief Executive Officer of the Corporation on December 5, 2017.

2017 Base Salary of President and Chief Executive Officer. Mr. Carlson's annual base salary for 2017 was \$500,000 and was increased to \$1,000,000 in December 2017 in connection with his promotion to President and Chief Executive Officer.

2017 Cash Bonus. No discretionary cash bonus was paid to Mr. Ergen or Mr. Carlson in 2017. Mr. Carlson received \$337,500 for the year ended December 31, 2017, under the 2016 and 2017 performance-based cash awards discussed above.

2017 Equity Incentives. With respect to equity incentives, DISH Network attempts to ensure that the Chairman and the President and Chief Executive Officer have equity awards at any given time that are significant in relation to their annual cash compensation to ensure that they have appropriate incentives tied to the performance of DISH Network's Class A Shares. As discussed above, Mr. Ergen and Mr. Carlson each received awards under the 2017 LTIP on January 1, 2017. In addition, during December 2017, the Compensation Committee determined that, on January 1, 2018, Mr. Carlson should receive a grant of an option to purchase 200,000 Class A Shares under the 2009 Stock Incentive Plan.

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Compensation of Other Named Executive Officers

2017 Base Salary

Base salaries for each of the other NEOs are determined annually by the Board of Directors primarily based on Mr. Ergen's recommendations. The Board of Directors places substantial weight on Mr. Ergen's recommendations in light of his role as Chairman and as co-founder and controlling shareholder of DISH Network. Mr. Ergen made recommendations to the Board of Directors with respect to the 2017 annual base salary of each of the other NEOs after considering: (a) the NEO's annual base salary in 2016; (b) the range of the percentage increases in annual base salary for NEOs of the companies contained in the Proxy Data; (c) whether the NEO's annual base salary was appropriate in light of DISH Network's goals, including retention of the NEO; (d) the expected compensation to be paid to other NEOs in 2017 in relation to a particular NEO in 2017; (e) whether the NEO was promoted or newly hired in 2017; and (f) whether in Mr. Ergen's subjective determination, the NEO's performance in 2016 warranted an increase in the NEO's annual base salary in 2017. Placing primary weight on: (i) the NEO's annual base salary in 2016; and (ii) whether, in Mr. Ergen's subjective view, an increase in 2017 annual base salary was warranted based on performance and/or necessary to retain the NEO, Mr. Ergen recommended the annual base salary amounts indicated in "Executive Compensation and Other Information - Summary Compensation Table" below. The basis for Mr. Ergen's recommendation with respect to each of the other NEOs is discussed below. The Board of Directors accepted each of Mr. Ergen's recommendations on annual base salaries for each of the other NEOs.

Mr. McSchooler. Mr. McSchooler's annual base salary for 2017 was increased as a result of his promotion to Executive Vice President, Engineering and Broadcast in March 2017.

Mr. Khemka. In determining Mr. Khemka's annual base salary for 2017, Mr. Ergen subjectively determined that Mr. Khemka's performance met expectations for 2016 and that Mr. Khemka was therefore eligible for our standard annual merit increase. In addition, Mr. Ergen determined that Mr. Khemka should receive an additional increase in base salary in December 2017 based on Mr. Ergen's subjective determination of the amount required to maintain Mr. Khemka's salary within the range of market compensation and taking into consideration our practices with respect to base salaries.

Mr. Cullen. In determining Mr. Cullen's annual base salary for 2017, Mr. Ergen subjectively determined that Mr. Cullen's performance met expectations for 2016, and that Mr. Cullen was therefore eligible for our standard annual merit increase. In addition, Mr. Ergen determined that Mr. Cullen should receive an additional increase in base salary in December 2017 based on Mr. Ergen's subjective determination of the amount required to maintain Mr. Cullen's salary within the range of market compensation and taking into consideration our practices with respect to base salaries.

Mr. Swain. In determining Mr. Swain's annual base salary for 2017, Mr. Ergen subjectively determined that Mr. Swain's performance met expectations for 2016, and that Mr. Swain was therefore eligible for our standard annual merit increase. In addition, Mr. Ergen determined that Mr. Swain should receive an additional increase in base salary in December 2017 based on Mr. Ergen's subjective determination of the amount required to maintain Mr. Swain's salary within the range of market compensation and taking into consideration our practices with respect to base salaries.

2017 Cash Bonuses.

Consistent with prior years, Mr. Ergen generally recommended that other NEOs receive cash bonuses only to the extent that such amounts would be payable pursuant to the existing short-term incentive plan, if any. As discussed above, in light of prior grants of equity incentives, among other things, the Board of Directors and the Compensation Committee elected not to implement a short-term incentive program for 2017. No discretionary cash bonus was paid to Messrs. Khemka, McSchooler, Cullen or Swain during 2017.

As discussed above, Mr. Khemka received approximately \$88,000 during the year ended December 31, 2017, under certain performance-based cash awards discussed above.

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2017 Equity Incentives

With respect to equity incentives, DISH Network primarily evaluates the position of each NEO to ensure that each individual has equity incentives at any given time that are significant in relation to the NEO's annual cash compensation to ensure that the NEO has appropriate incentives tied to the performance of DISH Network's Class A Shares. This determination is made by the Compensation Committee primarily on the basis of Mr. Ergen's recommendation. As discussed above, in granting awards to the other NEOs for 2017, Mr. Ergen based his recommendation on, and the Compensation Committee took into account, among other things, what was necessary to retain our executive officers and to align the interests of our executive officers and shareholders. Further, as a result of the Share Exchange Agreement (discussed below), certain employees of EchoStar, including Mr. McSchooler, became employees of DISH Network and forfeited certain EchoStar options. In March 2017, the Board of Directors and Compensation Committee approved a grant of RSUs to the transferred EchoStar employees. Mr. McSchooler received a grant of RSUs on the same terms as all other transferred employees from EchoStar. Furthermore, in connection with the Share Exchange Agreement, the Compensation Committee determined that, on April 1, 2017, Mr. McSchooler should receive a grant of an option to purchase 50,000 Class A Shares and 5,200 RSUs under the 2009 Stock Incentive Plan and a grant of an option to purchase 60,000 Class A Shares under the 2017 LTIP. The Compensation Committee determined that, on July 1, 2017, Mr. Swain should receive a grant of an option to purchase 10,000 Class A Shares under the 2009 Stock Incentive Plan. In addition, as discussed above, Messrs. Khemka, Cullen and Swain received awards under the 2017 LTIP on January 1, 2017 as discussed above. Finally, during December 2017, the Compensation Committee determined that, on January 1, 2018, Mr. Cullen and Mr. Khemka should each receive a grant of an option to purchase 100,000 Class A Shares and Mr. Swain should receive a grant of an option to purchase 50,000 Class A Shares, each under the 2009 Stock Incentive Plan.

COMPENSATION COMMITTEE REPORT

The Compensation Committee is appointed by the Board of Directors of DISH Network to discharge certain of the Board's responsibilities relating to compensation of DISH Network's executive officers.

The Compensation Committee, to the extent the Board deems necessary or appropriate, will:

- Make and approve all option grants and other issuances of DISH Network's equity securities to DISH Network's executive officers and Board members other than nonemployee directors;
- Approve all other option grants and issuances of DISH Network's equity securities, and recommend that the full Board make and approve such grants and issuances;
- Establish in writing all performance goals for performance-based compensation that together with other compensation to senior executive officers could exceed \$1 million annually, other than standard Stock Incentive Plan options that may be paid to DISH Network's executive officers, and certify achievement of such goals prior to payment; and
- Set the compensation of the Chairman.

Based on the review of the Compensation Discussion and Analysis and discussions with management, we recommended to the Board of Directors that the Compensation Discussion and Analysis be included in the Corporation's Proxy Statement.

Respectfully submitted,

The DISH Network Executive Compensation Committee

Steven R. Goodbarn (Chairman)
Charles M. Lillis
Tom A. Ortolf

The report of the Compensation Committee and the information contained therein shall not be deemed to be "soliciting material" or "filed" or incorporated by reference in any filing we make under the Securities Act of 1933 (the "Securities Act") or under the Exchange Act, irrespective of any general statement incorporating by reference this information into any such filing, or subject to the liabilities of Section 18 of the Exchange Act, except to the extent that we specifically incorporate this information by reference into a document we file under the Securities Act or the Exchange Act.

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EXECUTIVE COMPENSATION AND OTHER INFORMATION

Compensation Program Risk Assessment

JA016972

Annually, management reviews the components of our compensation for each employee other than our executive officers. Base salaries for each of our executive officers (other than Mr. Ergen) are determined annually by our Board of Directors primarily based on Mr. Ergen's recommendations. The Board of Directors places substantial weight on Mr. Ergen's recommendations in light of his role as Chairman and as co-founder and controlling shareholder of DISH Network. The Board of Directors ultimately approved base cash salaries for 2017 for each of these executive officers other than Mr. Ergen.

Our Compensation Committee, without Mr. Ergen present, sets Mr. Ergen's base cash salary. Our Compensation Committee makes and approves grants of options and other equity-based compensation to all of our executive officers.

The primary components of our executive compensation have historically included:

- base cash salary;
- short-term incentive compensation, including conditional and/or performance-based cash incentive compensation, and discretionary bonuses;
- long-term equity incentive compensation in the form of stock options and restricted stock units offered under DISH Network's stock incentive plans;
- 401(k) plan; and
- other compensation, including perquisites and personal benefits and post-termination compensation.

DISH Network's executive compensation program may also include short-term incentive compensation, including conditional and/or performance-based cash incentive compensation, and discretionary bonuses. We design corporate performance metrics that determine payouts for certain business segment leaders in part on the achievement of longer-term company-wide goals. This is based on our belief that applying company-wide metrics encourages decision-making that is in the best long-term interests of DISH Network and our shareholders as a whole. However, during 2017, we elected not to implement a short-term incentive program.

Base salary, 401(k) benefits and other benefits and perquisites provided generally to DISH Network employees provide a minimum level of compensation for our executive officers. DISH Network has included base salary as a component of its executive compensation package because we believe it is appropriate that some portion of the compensation paid to executives be provided in a form that is fixed and liquid occurring over regular intervals. Generally, however, DISH Network has weighted overall compensation towards incentives, particularly equity components, as opposed to base salaries.

With respect to other compensation, including perquisites and personal benefits and post-termination compensation, DISH Network has traditionally offered benefits to its executive officers on substantially the same terms as offered to other employees. These benefits generally have included medical, vision and dental insurance, life insurance, and the employee stock purchase plan, as well as discounts on DISH Network's products and services. DISH Network has not traditionally provided severance benefits to employees. However, certain non-performance based stock options, and restricted stock units have been granted to its executive officers subject to acceleration of vesting upon a change in control of DISH Network for those executive officers who are terminated by us or the surviving entity, as applicable, for any reason other than for cause during the twenty-four month period following such change in control.

Generally, DISH Network's overall executive compensation trails that of its competitors in the areas of base pay, severance packages, and short-term incentives but is intended to be competitive over time in equity compensation. With respect to equity incentive compensation, DISH Network attempts to ensure that each executive officer retains equity awards that at any given time are significant in relation to such individual's annual cash compensation to ensure that each of its executive officers has appropriate incentives tied to the value realized by our shareholders.

DISH Network generally grants equity incentives only to a limited number of employees at certain levels. The awards generally vest annually at the rate of 20% per year. We generally use multi-year vesting of our equity awards to account for the appropriate time horizon of risk. DISH Network has operated under the belief that executive officers will be better able to contribute to its long-term success and help build incremental shareholder value prudently if they have a stake in that future success and value over a long period. DISH Network believes this stake focuses the executive officers' attention on managing DISH Network as owners with equity positions in DISH Network and aligns their interests with the long-term interests of DISH Network's shareholders. Equity awards therefore have represented an important and significant component of DISH Network's compensation program for executive officers. These awards, coupled with the relatively longer time frame during which these awards vest, mitigate the effect of short-term variations in our operating and financial performance, and we believe focus management goals appropriately on longer-term value creation for shareholders rather than rewarding short-term gains. In light of our approach towards compensation as set forth above, we believe that our process assists us in our efforts to mitigate excessive risk-taking.

Summary Compensation Table

Our executive officers are compensated by certain of our subsidiaries. The following table sets forth the cash and noncash compensation for the fiscal year ended December 31, 2017 for the NEOs.

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Change in Pension Value and Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (2) (\$)	Total (\$)
Charles W. Ergen (3), (4) <i>Chairman</i>	2017	\$ 1,000,000	\$ —	\$ 6,389	\$ 654,033	\$ —	\$ —	\$ 786,021	\$ 2,446,443
	2016	\$ 1,000,000	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 656,833	\$ 1,656,833
	2015	\$ 972,308	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 368,467	\$ 1,340,775
Jeffrey L. McSchooler <i>Executive Vice President, Engineering and Broadcast</i>	2017	\$ 290,774	\$ —	\$ 336,537	\$ 1,458,369	\$ —	\$ —	\$ 2,910	\$ 2,088,590
W. Erik Carlson (3), (5) <i>President and Chief Executive Officer</i>	2017	\$ 519,231	\$ —	\$ 6,389	\$ 654,033	\$ 337,500	\$ —	\$ 7,020	\$ 1,524,173
	2016	\$ 515,000	\$ —	\$ —	\$ 3,174,500	\$ 150,000	\$ —	\$ 6,980	\$ 3,846,480
Vivek Khemka (6) <i>Executive Vice President and Chief Technology Officer</i>	2017	\$ 492,308	\$ —	\$ 6,389	\$ 654,033	\$ 87,813	\$ —	\$ 7,020	\$ 1,247,563
Thomas A. Cullen <i>Executive Vice President, Corporate Development</i>	2017	\$ 509,615	\$ —	\$ 6,389	\$ 654,033	\$ —	\$ —	\$ 13,742	\$ 1,183,779
Steven E. Swain <i>Senior Vice President and Chief Financial Officer</i>	2017	\$ 386,539	\$ —	\$ 6,389	\$ 487,698	\$ —	\$ —	\$ 7,020	\$ 887,646
	2016	\$ 357,539	\$ —	\$ —	\$ 186,725	\$ —	\$ —	\$ 7,020	\$ 551,284
	2015	\$ 330,000	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 7,020	\$ 337,020

(1) The amounts reported reflect grant date fair values. These amounts include both performance and non-performance based awards. The grant date fair values for performance awards are based on the probable outcome of the performance conditions under the awards and do not necessarily reflect the amount of compensation actually realized or that may be realized.

Assuming achievement of all performance conditions underlying the performance awards included in this column, the total grant date fair values would be as follows:

	Aggregate Grant Date Fair Value of 2017 Performance Awards
Charles W. Ergen	\$ 878,433
Jeffrey L. McSchooler	\$ 838,027
W. Erik Carlson	\$ 878,433
Vivek Khemka	\$ 878,433
Thomas A. Cullen	\$ 878,433
Steven E. Swain	\$ 442,411

Assumptions used in the calculation of grant date fair values are included in Note 13 to the Corporation's audited financial statements for the fiscal year ended December 31, 2017, included in the Corporation's Annual Report on Form 10-K filed with the SEC on February 21, 2018.

- (2) "All Other Compensation" for all of the NEOs includes amounts contributed pursuant to our 401(k) matching program, our health savings account program and our profit sharing program. Mr. Cullen's "All Other Compensation" for 2017 also includes the personal use of corporate aircraft by members of his family during the year ended December 31, 2017.
- (3) Mr. Carlson replaced Mr. Ergen as Chief Executive Officer of the Corporation on December 5, 2017.
- (4) Mr. Ergen's "All Other Compensation" for 2017 also includes a tax preparation payment. In addition, Mr. Ergen's "All Other Compensation" for 2017 includes \$719,881 for Mr. Ergen's personal use (and on certain occasions for the personal use by members of his family and other guests) of corporate aircraft during the year ended December 31, 2017. We calculated the value of personal use of corporate aircraft based upon the incremental cost of such usage to DISH Network. Since both the Corporation and EchoStar use the corporate aircraft and Mr. Ergen is an employee of both the Corporation and EchoStar, certain incremental costs related to personal use of corporate aircraft by Mr. Ergen and his family members and guests are allocated between the Corporation and EchoStar.
- (5) Mr. Carlson's "Non-Equity Incentive Plan Compensation" for 2017 was received under the performance-based cash awards discussed above.
- (6) Mr. Khemka's "Non-Equity Incentive Plan Compensation" for 2017 was received under the performance-based cash award discussed above.

CEO Pay Ratio

The Dodd-Frank Reform and Consumer Protection Act includes a mandate that public companies disclose the ratio of the compensation of their Chief Executive Officer to their median employee. We determined the pay ratio by dividing the total 2017 compensation of Mr. Carlson, our Chief Executive Officer, as disclosed in the Summary Compensation Table by the total 2017 compensation of the median employee, using the same components of compensation as used in the Summary Compensation Table for the Chief Executive Officer. Our median employee for 2017 was determined using the compensation of all employees who were actively employed on December 22, 2017 (the "Measurement Date"). We used all employees' year-to-date cash compensation as of the Measurement Date to determine the median employee.

The total compensation of our median employee, using the same methodology we use for Mr. Carlson's Summary Compensation Table compensation, is \$46,778 and total compensation of Mr. Carlson is \$1,524,173. Therefore, our Chief Executive Officer to median employee pay ratio calculation is approximately 33:1.

The SEC's rules for identifying the median compensated employee and calculating the pay ratio based on that employee's annual total compensation allow companies to adopt a variety of methodologies, to apply certain exclusions, and to make reasonable estimates and assumptions that reflect their employee populations and compensation practices. As a result, the pay ratio reported by other companies may not be comparable to the pay ratio reported above, as other companies have

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different employee populations and compensation practices and may utilize different methodologies, exclusions, estimates and assumptions in calculating their own pay ratios.

Grant of Plan-Based Awards

The following table provides information on equity awards in 2017 for the NEOs.

Name	Grant Date	Date of Compensation Committee Approval	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock or Units (1) (#)	All Other Option Awards: Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards (\$/sh)	Grant Date Fair Value of Stock and Option Awards (2)
			Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)				
Charles W. Ergen	01/01/2017	12/02/2016	\$ —	\$ —	\$ —	—	—	60,000	—	—	\$ 57.93	\$ 654,033
	04/03/2017	02/06/2017	\$ —	\$ —	\$ —	—	—	—	69	—	\$ —	—
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389
Jeffrey L. McSchooler	04/01/2017	03/31/2017	\$ —	\$ —	\$ —	—	—	60,000	5,200	50,000	\$ 63.49	\$ 1,788,517
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389
W. Erik Carlson	01/01/2017	12/02/2016	\$ —	\$ —	\$ —	—	—	60,000	—	—	\$ 57.93	\$ 654,033
	05/01/2017	05/01/2017	\$ —	\$ —	\$ 500,000	—	—	—	—	—	\$ —	—
	04/03/2017	02/06/2017	\$ —	\$ —	\$ —	—	—	—	69	—	\$ —	—
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389
Vivek Khemka	01/01/2017	12/02/2016	\$ —	\$ —	\$ —	—	—	60,000	—	—	\$ 57.93	\$ 654,033
	04/03/2017	02/06/2017	\$ —	\$ —	\$ —	—	—	—	69	—	\$ —	—
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389
Thomas A. Cullen	01/01/2017	12/02/2016	\$ —	\$ —	\$ —	—	—	60,000	—	—	\$ 57.93	\$ 654,033
	04/03/2017	02/06/2017	\$ —	\$ —	\$ —	—	—	—	69	—	\$ —	—
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389
Steven E. Swain	01/01/2017	12/02/2016	\$ —	\$ —	\$ —	—	—	30,000	—	—	\$ 57.93	\$ 327,017
	04/03/2017	02/06/2017	\$ —	\$ —	\$ —	—	—	—	69	—	\$ —	—
	07/01/2017	05/01/2017	\$ —	\$ —	\$ —	—	—	—	—	10,000	\$ 62.76	\$ 160,681
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389

(1) The amounts reported in the "All Other Stock Awards" column represent Class A Shares awarded to the eligible NEOs during 2017 pursuant to our profit sharing program.

(2) These amounts include both performance and non-performance based awards. The grant date fair values for performance awards are based on the probable outcome of the performance conditions under the awards and do not necessarily reflect the amount of compensation actually realized or that may be realized.

Assuming achievement of all performance conditions underlying the performance awards included in this column, the total grant date fair values would be as follows:

	2017 Performance Awards
Charles W. Ergen	\$ 878,433
Jeffrey L. McSchooler	\$ 838,027
W. Erik Carlson	\$ 878,433
Vivek Khemka	\$ 878,433
Thomas A. Cullen	\$ 878,433
Steven E. Swain	\$ 442,411

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Assumptions used in the calculation of grant date fair values are included in Note 13 to the Corporation's audited financial statements for the fiscal year ended December 31, 2017, included in the Corporation's Annual Report on Form 10-K filed with the SEC on February 21, 2018.

Outstanding Equity Awards at Fiscal Year-End

The following table provides information on outstanding equity awards at fiscal year-end 2017 for the NEOs.

Name	Option Awards					Stock Awards				
	Number of Securities Underlying Unexercised Options (#)	Number of Securities Underlying Unexercised Options (#)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Rights That Have Not Vested (\$)	
Charles W. Ergen	660,000	—	540,000	\$ 27.90	09/30/2021(2)	—	\$ —	—	\$ —	—
	12,000	—	48,000	\$ 36.40	01/01/2023	—	\$ —	24,000(3)	\$ —	1,146,000
	—	—	60,000	\$ 57.93	01/01/2027	—	\$ —	—	\$ —	—
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775
Jeffrey L. McSchooler	—	50,000	60,000	\$ 63.49	04/01/2027	—	\$ —	4,160(5)	\$ —	198,640
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775
W. Erik Carlson	6,000	—	—	\$ 21.59	03/31/2021(2)	—	\$ —	—	\$ —	—
	—	—	48,000	\$ 36.40	01/01/2023	—	\$ —	24,000(3)	\$ —	1,146,000
	40,000	160,000	—	\$ 57.18	01/01/2026	—	\$ —	—	\$ —	—
	—	—	60,000	\$ 57.93	01/01/2027	—	\$ —	—	\$ —	—
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775
Vivek Khemka	5,000	—	—	\$ 11.44	06/30/2019	—	\$ —	—	\$ —	—
	2,000	—	—	\$ 21.59	03/31/2021	—	\$ —	—	\$ —	—
	3,000	—	12,000	\$ 36.40	01/01/2023	—	\$ —	6,000(3)	\$ —	286,500
	3,000	—	12,000	\$ 38.04	01/01/2023	—	\$ —	6,000(6)	\$ —	286,500
	—	—	15,000	\$ 57.18	01/01/2023	—	\$ —	7,500(7)	\$ —	358,125
	20,000	5,000	—	\$ 38.04	04/01/2023	—	\$ —	—	\$ —	—
	20,000	80,000	—	\$ 57.18	01/01/2026	—	\$ —	—	\$ —	—
	—	—	60,000	\$ 57.93	01/01/2027	—	\$ —	—	\$ —	—
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775
Thomas A. Cullen	50,000	—	—	\$ 6.32	12/31/2018(2)	—	\$ —	—	\$ —	—
	—	—	600,000	\$ 15.38	06/30/2020	—	\$ —	200,000(8)	\$ —	9,550,000
	12,000	—	48,000	\$ 36.40	01/01/2023	—	\$ —	24,000(3)	\$ —	1,146,000
	—	—	60,000	\$ 57.93	01/01/2027	—	\$ —	—	\$ —	—
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775
Steven E. Swain	—	—	12,000	\$ 36.40	01/01/2023	—	\$ —	6,000(3)	\$ —	286,500
	—	—	12,000	\$ 65.61	01/01/2023	—	\$ —	6,000(9)	\$ —	286,500
	15,000	10,000	—	\$ 65.61	07/01/2024	—	\$ —	—	\$ —	—
	3,000	12,000	—	\$ 46.29	04/01/2026	—	\$ —	—	\$ —	—
	—	—	30,000	\$ 57.93	01/01/2027	—	\$ —	—	\$ —	—
	—	10,000	—	\$ 62.76	07/01/2027	—	\$ —	—	\$ —	—
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775

(1) Amount represents the number of unvested, performance-based restricted stock units multiplied by \$47.75, the closing market price of DISH Network's Class A Shares on December 29, 2017.

- (2) On December 2, 2012, we declared a dividend of \$1.00 per share on our outstanding Class A Shares and Class B Shares. The dividend was paid in cash on December 28, 2012 to shareholders of record on December 14, 2012. In light of such dividend, our Board of Directors and Compensation Committee, which administers our stock incentive plans, determined to adjust the exercise price of certain stock options issued under the plans by decreasing the exercise price by \$0.77 per share during January 2013.
- (3) Restricted stock awarded on January 1, 2013 under DISH Network's Stock Incentive Plans.
- (4) Restricted stock awarded on July 7, 2017 under DISH Network's Stock Incentive Plans.
- (5) Restricted stock awarded on April 1, 2017 under DISH Network's Stock Incentive Plans.
- (6) Restricted stock awarded on April 1, 2013 under DISH Network's Stock Incentive Plans.
- (7) Restricted stock awarded on January 1, 2016 under DISH Network's Stock Incentive Plans.
- (8) Restricted stock awarded on June 30, 2010 under DISH Network's Stock Incentive Plans.
- (9) Restricted stock awarded on April 1, 2015 under DISH Network's Stock Incentive Plans.

Option Exercises and Stock Vested

The following table provides information on option exercises and stock vested in 2017 for the NEOs.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (1) (\$)	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$)
Charles W. Ergen	100,000	\$ 3,233,000	—	\$ —
Jeffrey L. McSchooler	—	\$ —	1,040	\$ 60,518
Thomas A. Cullen	60,000	\$ 2,454,000	—	\$ —

(1) The value realized on exercise is computed by multiplying the difference between the exercise price of the stock option and the market price of the Class A Shares on the date of exercise by the number of shares with respect to which the option was exercised.

Potential Payments Upon Termination Following a Change in Control

As discussed in "Compensation Discussion and Analysis" above, our standard form of non-performance based option agreement given to executive officers includes acceleration of vesting upon a change in control of DISH Network for those executive officers that are terminated by us or the surviving entity, as applicable, for any reason other than for cause during

the twenty-four month period following such change in control.

Generally a change in control is deemed to occur upon: (i) a transaction or a series of transactions the result of which is that any person (other than Mr. Ergen, our controlling shareholder, or a related party) individually owns more than fifty percent (50%) of the total equity interests of either: (A) DISH Network; or (B) the surviving entity in any such transaction(s) or a controlling affiliate of such surviving entity in such transaction(s); and (ii) the first day on which a majority of the members of the Board of Directors of DISH Network are not continuing directors.

Assuming a change in control were to have taken place as of December 31, 2017, and the executives were terminated by DISH Network or the surviving entity at such date, the estimated benefits that would have been provided are as follows:

Name	Maximum Value of Accelerated Vesting of Options
Charles W. Ergen	\$ —
Jeffrey L. McSchooler	\$ —
W. Erik Carlson	\$ —
Vivek Khemka	\$ —
Thomas A. Cullen	\$ —
Steven E. Swain	\$ 17,520

DIRECTOR COMPENSATION

The following table sets forth the cash and noncash compensation for the fiscal year ended December 31, 2017 for each of our nonemployee directors. Our employee directors are not compensated for their service as directors and, consequently, are not included in the table.

Name	Fees Earned or Paid in Cash (\$)	Stock Awards (\$)	Option Awards (1) (\$)	Non-Equity Incentive Plan Compensation (\$)	Change in Pension Value and Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)	Total (\$)
George R. Brokaw	\$ 77,000	\$ —	\$ 58,538	\$ —	\$ —	\$ —	\$ 135,538
Steven R. Goodbarn	\$ 74,500	\$ —	\$ 58,538	\$ —	\$ —	\$ —	\$ 133,038
Charles M. Lillis	\$ 71,500	\$ —	\$ 58,538	\$ —	\$ —	\$ —	\$ 130,038
Afshin Mohebbi	\$ 71,500	\$ —	\$ 58,538	\$ —	\$ —	\$ —	\$ 130,038
Tom A. Ortolf	\$ 72,000	\$ —	\$ 58,538	\$ —	\$ —	\$ —	\$ 130,538

(1) The amounts reported in the "Option Awards" column reflect the aggregate grant date fair values. Assumptions used in the calculation of these amounts are included in Note 13 to the Corporation's audited financial statements for the fiscal year ended December 31, 2017, included in the Corporation's Annual Report on Form 10-K filed with the SEC on February 21, 2018.

On January 1, 2017, Mr. Brokaw, Mr. Goodbarn, Mr. Lillis, Mr. Mohebbi, and Mr. Ortolf were each granted an option to acquire 5,000 Class A Shares at an exercise price of \$57.93 per share under our 2001 Director Plan. Options granted under our 2001 Director Plan are 100% vested upon issuance. Thus, the amount recognized for financial statement reporting purposes and the full grant date fair value are the same.

Standard Nonemployee Director Compensation Arrangements

We use a combination of cash and equity compensation to attract and retain qualified candidates to serve on our Board.

Cash Compensation. Each nonemployee director receives an annual retainer of \$60,000 which is paid in equal quarterly installments; provided such person is a member of the Board on the last day of the applicable calendar quarter. Our nonemployee directors also receive \$1,000 for each meeting attended in person and \$500 for each meeting attended by telephone; provided that if there is more than one meeting of the Board of Directors and/or any committee thereof on the same day, then the applicable nonemployee director is only entitled to receive compensation for attendance at a single meeting. Additionally, the chairperson of each committee of the Board receives a \$5,000 annual retainer, which is paid in equal quarterly installments; provided such person is the chairperson of the committee on the last day of the applicable calendar quarter. Furthermore, our nonemployee directors receive:

(i) reimbursement, in full, of reasonable travel expenses related to attendance at all meetings of the Board of Directors and its committees and (ii) reimbursement, in full, of reasonable expenses related to educational activities undertaken in connection with service on the Board of Directors and its committees.

In May 2016, the Board approved a monthly retainer of \$5,000 (not to exceed a total of \$25,000) for each of Messrs. Brokaw, Lillis, and Mohebbi in connection with certain additional strategic services that they provided for the Board. During 2016, Messrs. Brokaw, Lillis, and Mohebbi each received \$20,000 in connection with such services provided to the Corporation in 2016. During 2017, Messrs. Brokaw, Lillis, and Mohebbi each received \$5,000 in connection with such services provided to the Corporation in 2016.

Equity Compensation. We have adopted a nonemployee director stock option plan, which we refer to as the 2001 Director Plan. The purpose of the 2001 Director Plan is to advance our interests through the motivation, attraction, and retention of highly-qualified nonemployee directors. Upon election to our Board, our nonemployee directors are granted an option to acquire a certain number of our Class A Shares under our 2001 Director Plan effective as of the first day of the next calendar quarter. Options granted under our 2001 Director Plan are

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100% vested upon issuance and have a term of five years. We also have the discretion to grant each continuing nonemployee director an option to acquire Class A Shares annually, and we have typically granted each continuing nonemployee director an option to acquire 5,000 Class A Shares in recent years.

Our nonemployee directors do not hold any stock awards except those granted to the nonemployee directors pursuant to our 2001 Director Plan. We have granted the following options to our nonemployee directors under such plan:

Name	Option Awards		
	Number of Securities Underlying Unexercised Options (#) Exercisable	Option Exercise Price (\$)	Option Expiration Date
George R. Brokaw	7,500	\$ 57.92	01/01/19
	5,000	\$ 72.89	01/01/20
	5,000	\$ 57.18	01/01/21
	5,000	\$ 57.93	01/01/22
	<u>Total Options Outstanding at December 31, 2017</u>	<u>22,500</u>	
Steven R. Goodbarn	2,000	\$ 42.52	06/30/18
	5,000	\$ 72.89	01/01/20
	5,000	\$ 57.18	01/01/21
	5,000	\$ 57.93	01/01/22
	<u>Total Options Outstanding at December 31, 2017</u>	<u>17,000</u>	
Charles M. Lillis	7,500	\$ 57.92	01/01/19
	5,000	\$ 72.89	01/01/20
	5,000	\$ 57.18	01/01/21
	5,000	\$ 57.93	01/01/22
	<u>Total Options Outstanding at December 31, 2017</u>	<u>22,500</u>	
Afshin Mohebbi	8,750	\$ 63.60	10/01/19
	5,000	\$ 57.18	01/01/21
	5,000	\$ 57.93	01/01/22
	<u>Total Options Outstanding at December 31, 2017</u>	<u>18,750</u>	
Tom A. Ortolf	5,000	\$ 42.52	06/30/18
	5,000	\$ 72.89	01/01/20
	5,000	\$ 57.18	01/01/21
	5,000	\$ 57.93	01/01/22
	<u>Total Options Outstanding at December 31, 2017</u>	<u>20,000</u>	

EQUITY COMPENSATION PLAN INFORMATION

We have two employee stock incentive plans: (i) our 1999 Stock Incentive Plan and (ii) our 2009 Stock Incentive Plan (the "Stock Incentive Plans"). We adopted the Stock Incentive Plans to provide incentives to attract and retain executive officers and other key employees. While awards remain outstanding under our 1999 Stock Incentive Plan, we no longer grant equity awards pursuant to this plan. The Stock Incentive Plans are administered by our Compensation Committee.

Awards available under the Stock Incentive Plans include: (i) common stock purchase options; (ii) stock appreciation rights; (iii) restricted stock and restricted stock units; (iv) performance awards; (v) dividend equivalents; and (vi) other stock-based awards. As of December 31, 2017, 64,162,183 of our Class A Shares were available for issuance under the 2009 Stock Incentive Plan. Our authorization to grant new awards under the 1999 Stock Incentive Plan has expired. The Compensation Committee retains discretion, subject to plan limits, to, among other things, modify the terms of outstanding awards and to adjust the price of awards.

As of December 31, 2017, there were outstanding options to purchase 8,847,734 Class A Shares and 2,484,720 outstanding restricted stock units/awards under the Stock Incentive Plans. These awards generally vest at the rate of 20% per year commencing one year from the date of grant. The exercise prices of these options, which have generally been equal to or greater than the fair market value of our Class A Shares at the date of grant, range from less than \$1.00 to \$80.00 per Class A Share.

On December 2, 2012, we declared a dividend of \$1.00 per share on our outstanding Class A Shares and Class B Shares. The dividend was paid in cash on December 28, 2012 to shareholders of record on December 14, 2012. In light of such dividend, our Board of Directors and Compensation Committee, which administers our Stock Incentive Plans, determined to adjust the exercise price of certain stock options issued under the plans by decreasing the exercise price by \$0.77 per share during January 2013.

As previously discussed in Compensation Discussion & Analysis, we have adopted the 2013 LTIP and the 2017 LTIP under DISH Network's Stock Incentive Plans.

In addition to the 2001 Director Plan and the Stock Incentive Plans, during 2002 we adopted and our shareholders approved our 2002 Class B Chairman Stock Option Plan, under which we have reserved 20 million Class B Shares for issuance. The Class B Shares available for issuance under the 2002 Class B Chairman Stock Option Plan are not included in the table below. No options have been granted to date under the 2002 Class B Chairman Stock Option Plan.

The following table sets forth information regarding outstanding stock options and restricted stock unit awards and the Class A Shares reserved for future issuance under our equity compensation plans as of December 31, 2017:

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants	Weighted-Average Exercise Price of Outstanding Options, Warrants	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans
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	and Rights (a)	and Rights (b) (1)	securities reflected in column (a) (c)
Equity compensation plans approved by security holders	11,332,454	\$ 43.90	64,973,433
Equity compensation plans not approved by security holders	—	—	—
Total	11,332,454	\$ 43.90	64,973,433

(1) The calculation of the weighted-average exercise price of outstanding options, warrants and rights excludes restricted stock units that provide for the issuance of shares of common stock upon vesting because these awards do not require payment of an exercise price in order to obtain the underlying shares upon vesting.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Our Board has adopted a written policy for the review and approval of transactions involving DISH Network and related parties, such as directors, executive officers (and their immediate family members), and EchoStar. In order to identify these transactions, we distribute questionnaires to our officers and directors on a quarterly basis. Our General Counsel then directs the appropriate review of all potential related-party transactions and generally schedules their presentation at the next regularly-scheduled meetings of the Audit Committee and the Board of Directors. The Audit Committee and the Board of Directors must approve these transactions, with all interested parties abstaining from the vote. Once each calendar year, the Audit Committee and the Board of Directors undertake a review of all recurring potential related-party transactions. Both the Audit Committee and the Board of Directors must approve the continuation of each such transaction, with all interested parties abstaining. Transactions involving EchoStar are subject to the approval of a committee of the non-interlocking directors or in certain circumstances non-interlocking management.

Related Party Transactions with EchoStar Corporation

On January 1, 2008, we completed the spin-off of EchoStar (the “Spin-off”), which was previously our subsidiary. Following the Spin-off, DISH Network and EchoStar have operated as separate publicly-traded companies and neither entity has any ownership interest in the other. However, a substantial majority of the voting power of the shares of both companies is owned beneficially by Charles W. Ergen, our Chairman, and by certain trusts established by Mr. Ergen for the benefit of his family.

Prior to completion of the Share Exchange (discussed below), EchoStar was our primary supplier of set-top boxes and digital broadcast operations. EchoStar is a supplier of the vast majority of our transponder capacity. Generally, the amounts we pay EchoStar for products and services are based on pricing equal to EchoStar’s cost plus a fixed margin (unless noted differently below), which will vary depending on the nature of the products and services provided.

In connection with and following the Spin-off, we and EchoStar have entered into certain agreements pursuant to which we obtain certain products, services, and rights from EchoStar. EchoStar obtains certain products, services, and rights from us, and we and EchoStar have indemnified each other against certain liabilities arising from our respective businesses. We also may enter into additional agreements with EchoStar in the future. The following is a summary of the terms of our principal agreements with EchoStar that may have an impact on our financial condition and results of operations.

Share Exchange Agreement

On January 31, 2017, we and our indirect wholly-owned subsidiaries DISH Network L.L.C. (“DNLLC”) and DISH Operating L.L.C. (“DOLLC”), entered into a Share Exchange Agreement (the “Share Exchange Agreement”) with EchoStar, EchoStar Broadcasting Holding Parent L.L.C., an indirect wholly-owned subsidiary of EchoStar (“EB Holdco”), EchoStar Broadcasting Holding Corporation, a direct, wholly-owned subsidiary of EB Holdco (“EB Splitco”), EchoStar Technologies Holding Corporation, a direct wholly-owned subsidiary of EchoStar (“ET Splitco”), and EchoStar Technologies L.L.C., a direct wholly-owned subsidiary of EchoStar (“ETLLC”). On February 28, 2017, we and EchoStar completed the transactions contemplated by the Share Exchange Agreement (the “Share Exchange”).

Pursuant to the Share Exchange Agreement, among other things: (i) EchoStar completed the steps necessary for certain assets and liabilities of the EchoStar technologies and EchoStar broadcasting businesses, consisting primarily of the businesses that design, develop, and distribute digital set-top boxes, provide satellite uplinking services, and develop and support streaming video technology, as well as certain investments in joint ventures, spectrum licenses, real estate properties, and EchoStar’s ten percent non-voting interest in Sling TV Holding L.L.C. (the “Transferred Businesses”), to be transferred to EB Splitco and ET Splitco; and (ii) EchoStar transferred to us 100% of the equity of EB Splitco and ET Splitco, and in exchange, we transferred to EchoStar the 6,290,499 shares of preferred tracking stock issued by EchoStar (the “EchoStar Tracking Stock”) and 81.128 shares of preferred tracking stock issued by Hughes Satellite Systems Corporation, a subsidiary of EchoStar (“HSSC”), (the “HSSC Tracking Stock,” and together with the EchoStar Tracking Stock, collectively, the “Tracking Stock”), that track the residential retail satellite broadband business of Hughes Network Systems, LLC, a wholly-owned subsidiary of HSSC (“HNS”). The Share Exchange was structured in a manner to be a tax-free exchange for each of us and EchoStar.

In connection with the Share Exchange Agreement, we and EchoStar and certain of their subsidiaries entered into certain agreements covering, among other things, tax matters, employee matters, intellectual property matters, and the provision of transitional services. In addition, certain of the agreements with EchoStar described below have terminated, and we have entered into certain new agreements with EchoStar described below.

Application Development Agreement. During the fourth quarter 2012, we and EchoStar entered into a set-top box application development agreement (the “Application Development Agreement”) pursuant to which EchoStar provided us with certain services relating to the development of web-based applications for set-top boxes for a period ending on February 1, 2017. As a result of the completion of the Share Exchange on February 28, 2017, the Application Development Agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of approximately \$2 million under the Application Development Agreement during the year ended December 31, 2017.

Broadcast Agreement. Effective January 1, 2012, we and EchoStar entered into a broadcast agreement (the “2012 Broadcast Agreement”) pursuant to which EchoStar provided broadcast services to us, including teleport services such as transmission and downlinking, channel origination services, and channel management services, for the period from January 1, 2012 to December 31, 2016. In November 2016, we and EchoStar amended the 2012 Broadcast Agreement to extend the term thereof for one additional year until December 31, 2017. The fees for services provided under the 2012 Broadcast Agreement were calculated at either: (a) EchoStar’s cost of providing the relevant service plus a fixed dollar fee, which was subject to certain adjustments; or (b) EchoStar’s cost of providing the relevant service plus a fixed margin, which depended on the nature of the services provided. As a result of the completion of the Share Exchange on February 28, 2017, the 2012 Broadcast Agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of approximately \$35 million under the 2012 Broadcast Agreement during the year ended December 31, 2017.

Broadcast Agreement for Certain Sports Related Programming. In May 2010, we and EchoStar entered into a broadcast agreement pursuant to which EchoStar provided certain broadcast services to us in connection with our carriage of certain sports-related programming. The term of this agreement was for ten years. The fees for the broadcast services provided under this agreement depended, among other things, upon the cost to develop and provide such services. As a result of the completion of the Share Exchange on February 28, 2017, this broadcast agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of less than \$1 million under this broadcast agreement during the year ended December 31, 2017.

DISH Remote Access Services Agreement. Effective February 23, 2010, we entered into an agreement with EchoStar pursuant to which we received, among other things, certain remote DVR management services. The fees for the services provided under this services agreement depended, among other things, upon the cost to develop and operate such services. As a result of the completion of the Share Exchange on February 28, 2017, this services agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of less than \$1 million under the remote access services agreement during the year ended December 31, 2017.

DISHOnline.com Services Agreement. Effective January 1, 2010, we entered into a two-year agreement with EchoStar pursuant to which we received certain services associated with an online video portal. The fees for the services provided under this services agreement depended, among other things, upon the cost to develop and operate such services. As a result of the completion of the Share Exchange on February 28, 2017, this services agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of less than \$1 million under the DISHOnline.com services agreement during the year ended December 31, 2017.

Employee Matters Agreement. In connection with the completion of the Share Exchange, effective March 1, 2017, we and EchoStar entered into an Employee Matters Agreement that addresses the transfer of employees from EchoStar to us, including certain benefit and compensation matters and the allocation of responsibility for employee-related liabilities relating to current and past employees of the Transferred Businesses. We assumed employee-related liabilities relating to the Transferred Businesses as part of the Share Exchange, except that EchoStar will be responsible for certain existing employee-related litigation as well as certain pre-Share Exchange compensation and benefits for employees transferring to us in connection with the Transaction.

Hughes Agreements.

DBSD North America. On March 9, 2012, we completed the acquisition of 100% of the equity of reorganized DBSD North America, Inc. ("DBSD North America"). During the second quarter 2011, EchoStar acquired Hughes Communications, Inc. ("Hughes"). Prior to our acquisition of DBSD North America and EchoStar's acquisition of Hughes, DBSD North

America and HNS entered into an agreement pursuant to which HNS provides, among other things, hosting, operations and maintenance services for DBSD North America's satellite gateway and associated ground infrastructure. This agreement generally may be terminated by us at any time for convenience. We incurred expenses payable to HNS of approximately \$2 million under this agreement during the year ended December 31, 2017.

Hughes Broadband Distribution Agreement. Effective October 1, 2012, dishNET Satellite Broadband L.L.C. ("dishNET Satellite Broadband"), our indirect wholly-owned subsidiary, and HNS entered into a Distribution Agreement (the "Distribution Agreement") pursuant to which dishNET Satellite Broadband has the right, but not the obligation, to market, sell, and distribute the HNS satellite Internet service (the "Service"). dishNET Satellite Broadband pays HNS a monthly per subscriber wholesale service fee for the Service based upon the subscriber's service level, and, beginning January 1, 2014, certain volume subscription thresholds. The Distribution Agreement also provides that dishNET Satellite Broadband has the right, but not the obligation, to purchase certain broadband equipment from HNS to support the sale of the Service. As part of the Satellite and Tracking Stock Transaction, on February 20, 2014, dishNET Satellite Broadband and HNS amended the Distribution Agreement which, among other things, extended the initial term of the Distribution Agreement through March 1, 2024. Thereafter, the Distribution Agreement automatically renews for successive one year terms unless either party gives written notice of its intent not to renew to the other party at least 180 days before the expiration of the then-current term. Upon expiration or termination of the Distribution Agreement, the parties will continue to provide the Service to the then-current dishNET subscribers pursuant to the terms and conditions of the Distribution Agreement. We incurred expenses payable to HNS of approximately \$74 million under the Distribution Agreement during the year ended December 31, 2016 for services from HNS. We did not purchase any broadband customer premise equipment from HNS during the year ended December 31, 2017.

Hughes Broadband Master Services Agreement. In March 2017, DNLLC and HNS entered into a master service agreement (the "MSA") pursuant to which DNLLC, among other things: (i) has the right, but not the obligation, to market, promote and solicit orders for the Hughes broadband satellite service and related equipment; and (ii) install Hughes service equipment with respect to activations generated by DNLLC. Under the MSA, HNS will make certain payments to DNLLC for each Hughes service activation generated, and installation performed, by DNLLC. The MSA has an initial term of five years with automatic renewal for successive one year terms. After the first anniversary of the MSA, either party has the ability to terminate the MSA, in whole or in part, for any reason upon at least 90 days' notice to the other party. Upon expiration or termination of the MSA, HNS will continue to provide the Hughes service to subscribers and make certain payments to DNLLC pursuant to the terms and conditions of the MSA. We purchased broadband equipment from HNS of \$22 million under the MSA during the year ended December 31, 2017.

TerreStar. On March 9, 2012, we completed the acquisition of substantially all the assets of TerreStar Networks, Inc. ("TerreStar"). Prior to our acquisition of substantially all the assets of TerreStar and EchoStar's acquisition of Hughes, TerreStar and HNS entered into various agreements pursuant to which HNS provides, among other things, hosting, operations, and maintenance services for TerreStar's satellite gateway and associated ground infrastructure. These agreements generally may be terminated by us at any time for convenience. We incurred expenses payable to HNS of approximately \$5 million under these agreements during the year ended December 31, 2017.

Intellectual Property Matters Agreement. In connection with the Spin-off, we entered into an intellectual property matters agreement with EchoStar. The intellectual property matters agreement governs our relationship with EchoStar with respect to patents, trademarks, and other intellectual property. The term of the intellectual property matters agreement will continue in perpetuity. Pursuant to the intellectual property matters agreement we irrevocably assigned to EchoStar all right, title, and interest in certain patents, trademarks, and other intellectual property necessary for the operation of EchoStar's set-top box business. In addition, the agreement permits EchoStar to use, in the operation of its set-top box business, certain other intellectual property currently owned or licensed by us and our subsidiaries. Pursuant to the intellectual property matters agreement, we may not use the "EchoStar" name as a trademark, except in certain limited circumstances. Similarly, the intellectual property matters agreement provides that EchoStar will not make any use of the name or trademark "DISH Network" or any other trademark owned by us, except in certain circumstances. As a result of the completion of the Share Exchange Agreement on February 28, 2017, the Intellectual Property Matters Agreement with EchoStar has terminated. There were no payments under the intellectual property matters agreement during the year ended December 31, 2017.

Intellectual Property and Technology License Agreement. In connection with the completion of the Share Exchange, effective March 1, 2017, we and EchoStar entered into an Intellectual Property and Technology License Agreement ("IPTLA"), pursuant to which we and EchoStar license to each other certain intellectual property and technology. The IPTLA will continue in perpetuity, unless mutually terminated by the parties. Pursuant to the IPTLA, EchoStar granted to us a license

to its intellectual property and technology for use by us in connection with our continued operation of the Transferred Businesses acquired pursuant to the Share Exchange Agreement, including a limited license to use the "ECHOSTAR" trademark during a transition period. EchoStar retains full ownership of the "ECHOSTAR" trademark. In addition, we granted a license back to EchoStar for the continued use of all intellectual property and technology that is used in EchoStar's retained businesses but the ownership of which was transferred to us pursuant to the Share Exchange Agreement.

Invidi. In November 2010 and April 2011, EchoStar made investments in Invidi Technologies Corporation ("Invidi") in exchange for shares of Invidi's Series D Preferred Stock. In November 2016, we, DIRECTV, LLC, a wholly-owned indirect subsidiary of AT&T Inc., and Cavendish Square Holding B.V., an affiliate of WPP plc, entered into a series of agreements to acquire Invidi. As a result of the transaction, EchoStar sold its ownership interest in Invidi on the same terms offered to the other shareholders of Invidi. The transaction closed in January 2017.

Patent Cross-License Agreements. During December 2011, we and EchoStar entered into separate patent cross-license agreements with the same third-party whereby: (i) EchoStar and such third-party licensed their respective patents to each other subject to certain conditions; and (ii) we and such third-party licensed our respective patents to each other subject to certain

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conditions (each, a “Cross-License Agreement”). Each Cross License Agreement covers patents acquired by the respective party prior to January 1, 2017 and aggregate payments under both Cross-License Agreements total less than \$10 million. Each Cross License Agreement also contains an option to extend each Cross-License Agreement to include patents acquired by the respective party prior to January 1, 2022. In December 2016, we and EchoStar independently exercised our respective options to extend each Cross-License Agreement. Since the aggregate payments under both Cross-License Agreements were based on the combined annual revenues of us and EchoStar, we and EchoStar agreed to allocate our respective payments to such third-party based on our respective percentage of combined total revenue. The aggregate additional payments to such third-party was less than \$3 million. No payments were made under the Cross-License Agreements during the year ended December 31, 2017.

Product Support Agreement. In connection with the Spin-off, we entered into a product support agreement pursuant to which we had the right, but not the obligation, to receive product support from EchoStar (including certain engineering and technical support services) for all set-top boxes and related accessories that EchoStar has previously sold and in the future may sell to us. The fees for the services provided under the product support agreement were calculated at cost plus a fixed margin, which varied depending on the nature of the services provided. The term of the product support agreement was the economic life of such receivers and related accessories, unless terminated earlier. As a result of the completion of the Share Exchange on February 28, 2017, the product support agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of approximately \$13 million under the product support agreement during the year ended December 31, 2017.

Professional Services Agreement. Prior to 2010, in connection with the Spin-off, we entered into various agreements with EchoStar including the Transition Services Agreement, Satellite Procurement Agreement and Services Agreement, which all expired on January 1, 2010 and were replaced by a Professional Services Agreement. During 2009, we and EchoStar agreed that EchoStar shall continue to have the right, but not the obligation, to receive the following services from us, among others, certain of which were previously provided under the Transition Services Agreement: information technology, travel and event coordination, internal audit, legal, accounting and tax, benefits administration, program acquisition services, and other support services. Prior to the completion of the Share Exchange Agreement on February 28, 2017, Mr. Vivek Khemka, our Executive Vice President and Chief Technology Officer, also provided services pursuant to the Professional Services Agreement to EchoStar as the President of EchoStar Technologies L.L.C. Additionally, we and EchoStar agreed that we shall continue to have the right, but not the obligation, to engage EchoStar to manage the process of procuring new satellite capacity for us (previously provided under the Satellite Procurement Agreement) and receive logistics, procurement and quality assurance services from EchoStar (previously provided under the Services Agreement), and other support services. The Professional Services Agreement renewed on January 1, 2017 for an additional one-year period until January 1, 2018 and renews automatically for successive one-year periods thereafter, unless terminated earlier by either party upon at least 60 days notice. However, either party may terminate the Professional Services Agreement in part with respect to any particular service it receives for any reason upon at least 30 days notice. In connection with the completion of the Share Exchange on February 28, 2017, we and EchoStar amended the Professional Services Agreement to, among other things, provide certain transition services to each other related to the Share Exchange Agreement. We earned revenues of approximately \$3 million from EchoStar under the Professional Services Agreement during the year ended December 31, 2017. We incurred expenses payable to EchoStar of approximately \$16 million under the Professional Services Agreement during the year ended December 31, 2017.

Real Estate Lease Agreements. We have entered into lease agreements pursuant to which we lease certain real estate from EchoStar. The rent on a per square foot basis for each of the leases is comparable to per square foot rental rates of similar commercial property in the same geographic area, and EchoStar is responsible for its portion of the taxes, insurance, utilities, and maintenance of the premises. We incurred expenses payable to EchoStar of approximately \$15 million under these real estate lease agreements during the year ended December 31, 2017. The term of each lease is set forth below:

- **Meridian Lease Agreement.** The lease for all of 9601 S. Meridian Blvd. in Englewood, Colorado was for a period ending on December 31, 2017. In December 2017, we and EchoStar amended this lease to, among other things, extend the term thereof for one additional year until December 31, 2018.
- **Santa Fe Lease Agreement.** The lease for all of 5701 S. Santa Fe Dr. in Littleton, Colorado was for a period ending on December 31, 2017. In December 2017, we and EchoStar amended this lease to, among other things, extend the term thereof for one additional year until December 31, 2018.
- **Cheyenne Lease Agreement.** The lease for certain space at 530 EchoStar Drive in Cheyenne, Wyoming is for a period ending on December 31, 2031. In connection with the completion of the Share Exchange, EchoStar transferred ownership of a portion of this property to us, and, effective March 1, 2017, we and EchoStar amended this lease agreement to: (i) terminate the lease of certain space at the portion of the property that was transferred to us; and (ii) provide for the continued lease to us of certain space at the portion of the property that EchoStar retained.
- **100 Inverness Lease Agreement.** In connection with the completion of the Share Exchange, effective March 1, 2017, we lease from EchoStar certain space at 100 Inverness Circle East, Englewood, Colorado for a period ending in December 2020. This agreement may be terminated by either party upon 180 days' prior notice.

Additionally, since the Spin-off, we have entered into lease agreements pursuant to which we lease certain real estate to EchoStar. The rent on a per square foot basis for each of the leases is comparable to per square foot rental rates of similar commercial property in the same geographic areas, and EchoStar is responsible for its portion of the taxes, insurance, utilities, and maintenance of the premises. We earned revenues of approximately \$2 million from EchoStar under these real estate leases during both the year ended December 31, 2017. The term of each lease is set forth below:

- **El Paso Lease Agreement.** During 2012, we began leasing certain space at 1285 Joe Battle Blvd., El Paso, Texas to EchoStar for an initial period ending on August 1, 2015, which also provides EchoStar with renewal options for four consecutive three-year terms. During the second quarter 2015, EchoStar exercised its first renewal option for a period ending on August 1, 2018.
- **90 Inverness Lease Agreement.** In connection with the completion of the Share Exchange, effective March 1, 2017, EchoStar leases certain space from us at 90 Inverness Circle East, Englewood, Colorado for a period ending in February 2022. EchoStar has the option to renew this lease for four three-year periods.
- **Cheyenne Lease Agreement.** In connection with the completion of the Share Exchange, effective March 1, 2017, EchoStar leases certain space from us at 530 EchoStar Drive, Cheyenne, Wyoming for a period ending in February 2019. EchoStar has the option to renew this lease for thirteen one-year periods.
- **Gilbert Lease Agreement.** In connection with the completion of the Share Exchange, effective March 1, 2017, EchoStar leases certain space from us at 801 N. DISH Dr., Gilbert, Arizona for a period ending in March 2019. EchoStar has the option to renew this lease for thirteen one-year periods.
- **American Fork Occupancy License Agreement.** In connection with the completion of the Share Exchange, effective March 1, 2017, we acquired the lease for certain space at 796 East Utah Valley Drive, American Fork, Utah, and we sublease certain space at this location to EchoStar for a period ending in August 2017. In June 2017, EchoStar exercised its five-year renewal option for a period ending in August 2022.
- **Collocation and Antenna Space Agreements.** In connection with the completion of the Share Exchange, effective March 1, 2017, we entered into certain agreements pursuant to which we will provide certain collocation and antenna space to HNS through February 2022 at the following locations: Cheyenne, Wyoming; Gilbert, Arizona; New Braunfels, Texas; Monee, Illinois; Englewood, Colorado; and Spokane, Washington. During August 2017, we entered into certain other agreements pursuant to which we will provide certain collocation and antenna space to HNS through August 2022 at the following locations: Monee, Illinois and Spokane, Washington. HNS has the

option to renew each of these agreements for four three-year periods. HNS may terminate certain of these agreements with 180 days' prior written notice to us at the following locations: New Braunfels, Texas; Englewood, Colorado; and Spokane, Washington. The fees for the services provided under these agreements depend, among other things, on the number of racks leased and/or antennas present at the location.

Receiver Agreement. Effective January 1, 2012, we and EchoStar entered into a receiver agreement (the "2012 Receiver Agreement") pursuant to which we had the right, but not the obligation, to purchase digital set-top boxes, related accessories, and other equipment. In November 2016, we and EchoStar amended the 2012 Receiver Agreement to extend the term thereof for one additional year until December 31, 2017. The 2012 Receiver Agreement allowed us to purchase digital set-top boxes, related accessories, and other equipment from EchoStar either: (i) at a cost (decreasing as EchoStar reduced costs and increasing as costs increase) plus a dollar mark-up which depended upon the cost of the product subject to a collar on EchoStar's mark-up; or (ii) at cost plus a fixed margin, which depended on the nature of the equipment purchased. Under the 2012 Receiver Agreement, EchoStar's margins increased if they were able to reduce the costs of their digital set-top boxes and their margins reduced if these costs increased. EchoStar provided us with standard manufacturer warranties for the goods sold under the 2012 Receiver Agreement. Additionally, the 2012 Receiver Agreement included an indemnification provision, whereby the parties indemnify each other for certain intellectual property matters. As a result of the completion of the Share Exchange on February 28, 2017, the 2012 Receiver Agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of approximately \$67 million under the 2012 Receiver Agreement during the year ended December 31, 2017. Included in this amount are purchases of certain broadband customer premise equipment from EchoStar under the 2012 Receiver Agreement.

Rovi License Agreement. On August 19, 2016, we entered into a ten-year patent license agreement (the "Rovi License Agreement") with Rovi Corporation ("Rovi") and, for certain limited purposes, EchoStar. EchoStar is a party to the Rovi License Agreement solely with respect to certain provisions relating to the prior patent license agreement between EchoStar and Rovi. There were no payments between us and EchoStar under the Rovi License Agreement during the year ended December 31, 2017.

Satellite Capacity Agreements

Satellite Capacity Leased from EchoStar. Since the Spin-off, we have entered into certain satellite capacity agreements pursuant to which we lease certain capacity on certain satellites owned or leased by EchoStar. The fees for the services provided under these satellite capacity agreements depend, among other things, upon the orbital location of the applicable satellite, the number of transponders that are leased on the applicable satellite and the length of the lease. We incurred expenses payable to EchoStar of approximately \$343 million under satellite capacity agreements during the year ended December 31, 2017. The term of each lease is set forth below:

EchoStar VII, X, XI and XIV. On March 1, 2014, we began leasing all available capacity from EchoStar on the EchoStar VII, X, XI and XIV satellites. The term of each satellite capacity agreement generally terminates upon the earlier of: (i) the end-of-life of the satellite; (ii) the date the satellite fails; or (iii) a certain date, which depends upon, among other things, the estimated useful life of the satellite. We generally have the option to renew each satellite capacity agreement on a year-to-year basis through the end of the respective satellite's life. There can be no assurance that any options to renew such agreements will be exercised.

EchoStar IX. We lease certain satellite capacity from EchoStar on EchoStar IX. Subject to availability, we generally have the right to continue to lease satellite capacity from EchoStar on EchoStar IX on a month-to-month basis.

EchoStar XII. The lease for EchoStar XII expired as of September 30, 2017.

EchoStar XVI. In December 2009, we entered into a transponder service agreement with EchoStar to lease all of the capacity on EchoStar XVI, a DBS satellite, after its service commencement date. EchoStar XVI was launched in November 2012 to replace EchoStar XV at the 61.5 degree orbital location and is currently in service. Effective December 21, 2012, we and EchoStar amended the transponder service agreement to, among other things, change the initial term to generally expire upon the earlier of: (i) the end-of-life or replacement of the satellite; (ii) the date the satellite fails; (iii) the date the transponder(s) on which service is being provided under the agreement fails; or (iv) four years following the actual service commencement date. In July 2016, we and EchoStar amended the transponder service agreement to, among other things, extend the initial term by one additional year and to reduce the term of the first renewal option by one year. Prior to expiration of the initial term, we had the option to renew

for an additional five-year period. In May 2017, we exercised our first renewal option for an additional five-year period ending in January 2023. We also have the option to renew for an additional five-year period prior to expiration of the first renewal period in January 2023. There can be no assurance that the option to renew this agreement will be exercised.

Nimiq 5 Agreement. During 2009, EchoStar entered into a fifteen-year satellite service agreement with Telesat Canada ("Telesat") to receive service on all 32 DBS transponders on the Nimiq 5 satellite at the 72.7 degree orbital location (the "Telesat Transponder Agreement"). During 2009, EchoStar also entered into a satellite service agreement (the "DISH Nimiq 5 Agreement") with us, pursuant to which we currently receive service from EchoStar on all 32 of the DBS transponders covered by the Telesat Transponder Agreement. We have also guaranteed certain obligations of EchoStar under the Telesat Transponder Agreement.

Under the terms of the DISH Nimiq 5 Agreement, we make certain monthly payments to EchoStar that commenced in September 2009 when the Nimiq 5 satellite was placed into service and continue through the service term. Unless earlier terminated under the terms and conditions of the DISH Nimiq 5 Agreement, the service term will expire ten years following the date the Nimiq 5 satellite was placed into service. Upon expiration of the initial term, we have the option to renew the DISH Nimiq 5 Agreement on a year-to-year basis through the end-of-life of the Nimiq 5 satellite. Upon in-orbit failure or end-of-life of the Nimiq 5 satellite, and in certain other circumstances, we have certain rights to receive service from EchoStar on a replacement satellite. There can be no assurance that any options to renew the DISH Nimiq 5 Agreement will be exercised or that we will exercise our option to receive service on a replacement satellite.

QuetzSat-1 Lease Agreement. During 2008, EchoStar entered into a ten-year satellite service agreement with SES Latin America S.A. ("SES"), which provides, among other things, for the provision by SES to EchoStar of service on 32 DBS transponders on the QuetzSat-1 satellite. During 2008, EchoStar also entered into a transponder service agreement ("QuetzSat-1 Transponder Agreement") with us pursuant to which we receive service from EchoStar on 24 DBS transponders. QuetzSat-1 was launched on September 29, 2011 and was placed into service during the fourth quarter 2011 at the 67.1 degree orbital location while we and EchoStar explored alternative uses for the QuetzSat-1 satellite. In the interim, EchoStar provided us with alternate capacity at the 77 degree orbital location. During the first quarter 2013, we and EchoStar entered into an agreement pursuant to which we sublease five DBS transponders back to EchoStar. In January 2013, QuetzSat-1 was moved to the 77 degree orbital location and we commenced commercial operations at that location in February 2013.

Unless earlier terminated under the terms and conditions of the QuetzSat-1 Transponder Agreement, the initial service term will expire in November 2021. Upon expiration of the initial term, we have the option to renew the QuetzSat-1 Transponder Agreement on a year-to-year basis through the end-of-life of the QuetzSat-1 satellite. Upon an in-orbit failure or end-of-life of the QuetzSat-1 satellite, and in certain other circumstances, we have certain rights to receive service from EchoStar on a replacement satellite. There can be no assurance that any options to renew the QuetzSat-1 Transponder Agreement will be exercised or that we will exercise our option to receive service on a replacement satellite.

103 Degree Orbital Location/SES-3. In May 2012, EchoStar entered into a spectrum development agreement (the “103 Spectrum Development Agreement”) with Ciel Satellite Holdings Inc. (“Ciel”) to develop certain spectrum rights at the 103 degree orbital location (the “103 Spectrum Rights”). In June 2013, we and EchoStar entered into a spectrum development agreement (the “DISH 103 Spectrum Development Agreement”) pursuant to which we may use and develop the 103 Spectrum Rights. Unless earlier terminated under the terms and conditions of the DISH 103 Spectrum Development Agreement, the term generally will continue for the duration of the 103 Spectrum Rights.

In connection with the 103 Spectrum Development Agreement, in May 2012, EchoStar also entered into a ten-year service agreement with Ciel pursuant to which EchoStar leases certain satellite capacity from Ciel on the SES-3 satellite at the 103 degree orbital location (the “103 Service Agreement”). In June 2013, we and EchoStar entered into an agreement pursuant to which we lease certain satellite capacity from EchoStar on the SES-3 satellite (the “DISH 103 Service Agreement”). Under the terms of the DISH 103 Service Agreement, we make certain monthly payments to EchoStar through the service term. Unless earlier terminated under the terms and conditions of the DISH 103 Service Agreement, the initial service term will expire on the earlier of: (i) the date the SES-3 satellite fails; (ii) the date the transponder(s) on which service was being provided under the agreement fails; or (iii) ten years following the actual service commencement date. Upon in-orbit failure or end of life of the SES-3 satellite, and in certain other circumstances, we have certain rights to receive service from EchoStar on a replacement satellite. There can be no assurance that we will exercise our option to receive service on a replacement satellite.

Satellite and Tracking Stock Transaction with EchoStar. On February 20, 2014, we entered into agreements with EchoStar to implement a transaction pursuant to which, among other things: (i) on March 1, 2014, we transferred to EchoStar and HSSC five satellites (EchoStar I, EchoStar VII, EchoStar X, EchoStar XI and EchoStar XIV (collectively, the “Transferred Satellites”), including related in-orbit incentive obligations and cash interest payments of approximately \$59 million and approximately \$11 million in cash in exchange for the Tracking Stock; and (ii) beginning on March 1, 2014, we lease back all available satellite capacity on the Transferred Satellites (collectively, the “Satellite and Tracking Stock Transaction”). The Satellite and Tracking Stock Transaction is further described below:

Transaction Agreement. On February 20, 2014, DOLLC and DNLLC (collectively, the “DISH Investors”) and EchoStar XI Holding L.L.C., all indirect wholly-owned subsidiaries of us, entered into a transaction Agreement (the “Transaction Agreement”) with EchoStar, HSSC, and Alpha Company LLC, a wholly-owned subsidiary of EchoStar, pursuant to which, on March 1, 2014, we, among other things, transferred to EchoStar and HSSC the Transferred Satellites (including related in-orbit incentive obligations and cash interest payments of approximately \$59 million) and approximately \$11 million in cash in exchange for the Tracking Stock. The Tracking Stock generally tracked the residential retail satellite broadband business of HNS, including without limitation, the operations, assets, and liabilities attributed to the Hughes residential retail satellite broadband business (collectively, the “Hughes Retail Group”). The shares of the Tracking Stock issued to us represented an aggregate 80% economic interest in the Hughes Retail Group. Although our investment in the Tracking Stock represented an aggregate 80% economic interest in the Hughes Retail Group, we had no operational control or significant influence over the Hughes Retail Group business, and there was no public market for the Tracking Stock. As such, the Tracking Stock was accounted for under the cost method of accounting. In connection with the completion of the Share Exchange on February 28, 2017, we transferred the EchoStar Tracking Stock to EchoStar and the HSSC Tracking Stock to HSSC.

Satellite Capacity Leased from EchoStar. On February 20, 2014, we entered into satellite capacity agreements with certain subsidiaries of EchoStar pursuant to which, beginning March 1, 2014, we, among other things, lease all available satellite capacity on the Transferred Satellites. See “*Satellite Capacity Agreements — Satellite Capacity Leased from EchoStar*,” above for further information.

Investor Rights Agreement. On February 20, 2014, EchoStar, HSSC and the DISH Investors also entered into an Investor Rights Agreement (the “Investor Rights Agreement”) with respect to the Tracking Stock. As a result of the completion of the Share Exchange on February 28, 2017, the Investor Rights Agreement with EchoStar has terminated.

SlingService Services Agreement. Effective February 23, 2010, we entered into an agreement with EchoStar pursuant to which we received certain services related to placeshifting, which is used for, among other things, the DISH Anywhere mobile application. The fees for the services provided under this services agreement depended, among other things, upon the cost to develop and operate such services. This agreement had an initial term of five years with automatic renewal for successive one year terms. As a result of the completion of the Share Exchange on February 28, 2017, this services agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of less than \$1 million under the SlingService services agreement during the year ended December 31, 2017.

Sling Trademark License Agreement. On December 31, 2014, Sling TV L.L.C. entered into an agreement with Sling Media, Inc., a subsidiary of EchoStar, pursuant to which we had the right for a fixed fee to use certain trademarks, domain names and other intellectual property related to the “Sling” trademark. As a result of the completion of the Share Exchange on February 28, 2017, this agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of less than \$1 million under this agreement during the year ended December 31, 2017.

Sling TV Holding. Effective July 1, 2012, we and EchoStar formed Sling TV Holding L.L.C. (“Sling TV Holding”), which was owned two-thirds by us and one-third by EchoStar and was consolidated into our financial statements beginning July 1, 2012. Sling TV Holding was formed to develop and commercialize certain advanced technologies. At that time, we, EchoStar and Sling TV Holding entered into the following agreements with respect to Sling TV Holding: (i) a contribution agreement pursuant to which we and EchoStar contributed certain assets in exchange for their respective ownership interests in Sling TV Holding; (ii) a limited liability company operating agreement (the “Operating Agreement”), which provided for the governance of Sling TV Holding; and (iii) a commercial agreement (the “Commercial Agreement”) pursuant to which, among other things, Sling TV Holding had: (a) certain rights and corresponding obligations with respect to its business; and (b) the right, but not the obligation, to receive certain services from us and EchoStar, respectively. Since this was a formation of an entity under common control and a step-up in basis was not allowed, each party’s contributions were recorded at historical book value for accounting purposes.

Effective August 1, 2014, EchoStar and Sling TV Holding entered into an exchange agreement (the “Exchange Agreement”) pursuant to which, among other things, Sling TV Holding distributed certain assets to EchoStar and EchoStar reduced its interest in Sling TV Holding to a ten percent non-voting interest. In addition, we, EchoStar and Sling TV Holding amended and restated the Operating Agreement, primarily to reflect the changes implemented by the Exchange Agreement. Finally, we, EchoStar and Sling TV Holding amended and restated the Commercial Agreement, pursuant to which, among other things, Sling TV Holding: (1) continued to have certain rights and corresponding obligations with respect to its business; (2) continued to have the right, but not the obligation, to receive certain services from us and EchoStar; and (3) had a license from EchoStar to use certain of the assets distributed to EchoStar as part of the Exchange Agreement. Sling TV Holding operates, through its subsidiary Sling TV L.L.C., the Sling TV services. On January 31, 2017, we entered into the Share Exchange Agreement with EchoStar pursuant to which, among other things, EchoStar transferred its ten percent non-voting interest in Sling TV Holding to us. As a result of the completion of the Share Exchange on February 28, 2017, we own 100% of Sling TV Holding, EchoStar no longer has any interest in Sling TV Holding, and the Commercial Agreement and the Exchange Agreement with EchoStar have terminated. We incurred expenses payable to EchoStar of approximately \$23 million under the Commercial Agreement during the year ended December 31, 2017.

Tax Matters Agreement. In connection with the completion of the Share Exchange, we and EchoStar entered into a Tax Matters Agreement, which governs certain rights, responsibilities, and obligations with respect to taxes of the Transferred Businesses pursuant to the Share Exchange. Generally, EchoStar is responsible for all tax returns and tax liabilities for the Transferred Businesses for periods prior to the Share Exchange and we are responsible for all tax returns and tax liabilities for the Transferred Businesses from and after the Share Exchange. Both we and EchoStar have made certain tax-related representations and are subject to various tax-related covenants after the consummation of the Share Exchange. Both we and EchoStar have agreed to indemnify each other if there is a breach of any such tax representation or violation of any such tax covenant and that breach or violation results in the Share Exchange not qualifying for tax free treatment for the other party. In addition, we have agreed to indemnify EchoStar if the Transferred Businesses are acquired, either directly or indirectly (e.g., via an acquisition of DISH Network), by one or more persons and such acquisition results in the Share Exchange not qualifying for tax free treatment. The Tax Matters Agreement supplements the Tax Sharing Agreement outlined below, which continues in full force and effect.

Tax Sharing Agreement. In connection with the Spin-off, we entered into a tax sharing agreement with EchoStar which governs our respective rights, responsibilities, and obligations after the Spin-off with respect to taxes for the periods ending on or before the Spin-off. Generally, all pre-Spin-off taxes, including any taxes that are incurred as a result of restructuring activities undertaken to implement the Spin-off, are borne by us, and we will indemnify EchoStar for such taxes. However, we are not liable for, and will not indemnify EchoStar for, any taxes that are incurred as a result of the Spin-off or certain related transactions failing to qualify as tax-free distributions pursuant to any provision of Section 355 or Section 361 of the Internal Revenue Code of 1986, as amended (the “Code”) because of: (i) a direct or indirect acquisition of any of EchoStar’s stock, stock options, or assets; (ii) any action that EchoStar takes or fails to take; or (iii) any action that EchoStar takes that is inconsistent with the information and representations furnished to the Internal Revenue Service (“IRS”) in connection with the request for the private letter ruling, or to counsel in connection with any opinion being delivered by counsel with respect to the Spin-off or certain related transactions. In such case, EchoStar is solely liable for, and will indemnify us for, any resulting taxes, as well as any losses, claims, and expenses. The tax sharing agreement will only terminate after the later of the full period of all applicable statutes of limitations, including extensions, or once all rights and obligations are fully effectuated or performed.

In light of the tax sharing agreement, among other things, and in connection with our consolidated federal income tax returns for certain tax years prior to and for the year of the Spin-off, during the third quarter 2013, we and EchoStar agreed upon a supplemental allocation of the tax benefits arising from certain tax items resolved in the course of the IRS’ examination of these consolidated tax returns. As a result, we agreed to pay EchoStar \$83 million of the tax benefit we received or will receive. Any payment to EchoStar, including accrued interest, will be made at such time as EchoStar would have otherwise been able to realize such tax benefit. In addition, during the third quarter 2013, we and EchoStar agreed upon a tax sharing arrangement for filing certain combined state income tax returns and a method of allocating the respective tax liabilities between us and EchoStar for such combined returns, through the taxable period ending on December 31, 2017. No payments were made with respect to the tax sharing agreement during the year ended December 31, 2017.

We and EchoStar file combined income tax returns in certain states. In 2014 and 2015, EchoStar earned and recognized a tax benefit for certain state income tax credits that EchoStar estimates it would be unable to utilize in the future if it had filed separately from us. In addition, EchoStar earned and recognized tax benefits for certain federal income tax credits, a portion of which were allocated to us under IRS rules for affiliated companies. We expect to utilize these tax credits to reduce our federal and state income tax payable in the future. In accordance with accounting rules that apply to transfers of assets between entities under common control, we recorded a capital contribution of less than \$1 million and \$3 million in “Additional paid-in capital” on our Consolidated Balance Sheets for the years ended December 31, 2016 and 2015, respectively, representing the amount that we estimate is more likely than not to be realized by us as a result of our utilization of these tax credits earned. Any payments made to EchoStar related to the utilization of these credits will be recorded as a reduction to “Additional paid-in capital” on our Consolidated Balance Sheets.

TiVo. On April 29, 2011, we and EchoStar entered into a settlement agreement with TiVo Inc. (“TiVo”). The settlement resolved all pending litigation between us and EchoStar, on the one hand, and TiVo, on the other hand, including litigation relating to alleged patent infringement involving certain DISH digital video recorders, or DVRs.

Under the settlement agreement, all pending litigation was dismissed with prejudice and all injunctions that permanently restrain, enjoin, or compel any action by us or EchoStar were dissolved. We and EchoStar are jointly responsible for making payments to TiVo in the aggregate amount of \$500 million, including an initial payment of \$300 million and the remaining \$200 million in six equal annual installments between 2012 and 2017. Pursuant to the terms and conditions of the agreements entered into in connection with the Spin-off of EchoStar from us, we made the initial payment to TiVo in May 2011, except for the contribution from EchoStar totaling approximately \$10 million, representing an allocation of liability relating to EchoStar’s sales of DVR-enabled receivers to an international customer. Future payments will be allocated between us and EchoStar based on historical sales of certain licensed products, with us being responsible for 95% of each annual payment. Pursuant to the Share Exchange Agreement, we were responsible for EchoStar’s allocation of the final payment to TiVo, which was paid July 31, 2017.

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TT&C Agreement. Effective January 1, 2012, we entered into a telemetry, tracking and control (“TT&C”) agreement pursuant to which we receive TT&C services from EchoStar for certain satellites (the “TT&C Agreement”). The fees for services provided under the TT&C Agreement are calculated at either: (i) a fixed fee; or (ii) cost plus a fixed margin, which will vary depending on the nature of the services provided. We are able to terminate the TT&C Agreement for any reason upon 60 days notice. We incurred expenses payable to EchoStar of approximately \$3 million under the TT&C Agreement during the year ended December 31, 2017.

XiP Encryption Agreement. During the third quarter 2012, we entered into an encryption agreement with EchoStar for our whole-home HD DVR line of set-top boxes (the “XiP Encryption Agreement”), pursuant to which EchoStar provided certain security measures on our whole-home HD DVR line of set-top boxes to encrypt the content delivered to the set-top box via a smart card and secure the content between set-top boxes. In November 2016, we and EchoStar extended the term of the XiP Encryption Agreement for one additional year until December 31, 2017. The fees for the services provided under the XiP Encryption Agreement were calculated on a monthly basis based on the number of receivers utilizing such security measures each month. As a result of the completion of the Share Exchange on February 28, 2017, the XiP Encryption Agreement with EchoStar has terminated. No payments were made under the XiP Encryption Agreement during the year ended December 31, 2017.

Related Party Transactions with NagraStar L.L.C. (“NagraStar”)

As a result of the completion of the Share Exchange on February 28, 2017, we own a 50% interest in NagraStar L.L.C. (“NagraStar”), a joint venture that is our primary provider of encryption and related security systems intended to assure that only authorized customers have access to our programming. During the year ended December 31, 2017, we purchased from NagraStar security access and other services, at an aggregate cost to us of \$71 million. As of December 31, 2017, amounts payable to NagraStar totaled \$17 million.

Related Party Transactions with Dish Mexico

Dish Mexico, S. de R.L. de C.V. (“Dish Mexico”) is an entity owned 49.0% by EchoStar that provides direct-to-home satellite services in Mexico. We provide certain broadcast services and sell hardware such as digital set-top boxes and related components to Dish Mexico. During the year ended December 31, 2017, we sold Dish Mexico approximately \$2 million in digital receivers and related components and approximately \$4 million in uplink services. As of December 31, 2017, amounts receivable from Dish Mexico totaled \$3 million.

Certain Related Party Transactions with Certain of Our Executive Officers

Khemka Transaction. During 2017, we employed Ms. Sruta Vootukuru, the spouse of Mr. Vivek Khemka, our Executive Vice President and Chief Technology Officer. We employed Ms. Vootukuru as Vice President, Business Operations in our Sling TV business, and we paid her approximately \$197,000 during 2017, and we granted her an option to purchase 15,000 Class A Shares under the 2017 LTIP on January 1, 2017. Ms. Vootukuru is no longer employed by us.

Certain Related Party Transactions with Certain Members of Our Board of Directors

Ergen Family. During 2017, Mrs. Ergen served as a Senior Advisor and as a member of our Board of Directors, and we paid her approximately \$100,000. During 2017, we employed Mrs. Katie Flynn, the daughter of Mr. and Mrs. Ergen, as Senior Assistant Brand Manager and paid her approximately \$27,000 (with Mrs. Flynn being on leave the majority of 2017). During 2017, we also employed Mr. Christopher Ergen, the son of Mr. and Mrs. Ergen, as a Business Analyst and paid him approximately \$25,000. During 2018, we expect to continue to employ Mrs. Ergen, Mrs. Flynn, Mr. Christopher Ergen and certain other Ergen children. While the amount paid during 2018 will depend on the time and services that will be provided, we expect to pay Mrs. Ergen approximately \$100,000, Mrs. Flynn approximately \$75,000, Mr. Christopher Ergen approximately \$25,000 and certain other Ergen children approximately \$25,000 in the aggregate during 2018.

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PRINCIPAL ACCOUNTANT FEES AND SERVICES**Appointment of Independent Registered Public Accounting Firm**

Appointment of Independent Registered Public Accounting Firm in 2017. KPMG LLP served as our independent registered public accounting firm for the fiscal year ended December 31, 2017, and the Board has proposed that our shareholders ratify the appointment of KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2018. Please see Proposal No. 2 below. The Audit Committee, in its discretion, may direct the appointment of a different independent registered public accounting firm at any time during the year if the Audit Committee believes that a change would be in the best interests of DISH Network.

Fees Paid to KPMG LLP for 2017 and 2016

The following table presents fees for professional audit services rendered by KPMG LLP for the audit of our annual financial statements for the years ended December 31, 2017 and 2016, and fees billed for other services rendered by KPMG LLP during those periods. Certain amounts for 2016 have been reclassified to conform to the 2017 presentation.

	For the Years Ended December 31,	
	2017	2016
Audit Fees (1)	\$ 3,541,769	\$ 3,000,136
Audit-Related Fees (2)	—	68,825
Total Audit and Audit-Related Fees	3,541,769	3,068,961
Tax Compliance Fees	160,305	44,049
Tax Consultation Fees	—	122,739
All Other Fees	—	—
Total Fees	\$ 3,702,074	\$ 3,235,749

- (1) Consists of fees paid by us for the audit of our consolidated financial statements included in our Annual Report on Form 10-K, review of our unaudited financial statements included in our Quarterly Reports on Form 10-Q and fees in connection with the audit of our internal control over financial reporting.
- (2) Consists of fees for Attestation services for tax compliance requirements.

Policy on Audit Committee Pre-Approval of Audit and Permissible Non-Audit Services of Independent Registered Public Accounting Firm

The Audit Committee is responsible for appointing, setting compensation, retaining, and overseeing the work of our independent registered public accounting firm. The Audit Committee has established a process regarding pre-approval of all audit and permissible non-audit services provided by the independent registered public accounting firm.

Requests are submitted to the Audit Committee in one of the following ways:

- Request for approval of services at a meeting of the Audit Committee; or
- Request for approval of services by members of the Audit Committee acting by written consent.

The request may be made with respect to either specific services or a type of service for predictable or recurring services. 100% of the fees paid by us to KPMG LLP for services rendered in 2017 and 2016 were pre-approved by the Audit Committee.

REPORT OF THE AUDIT COMMITTEE

The role of the Audit Committee is to assist DISH Network's Board of Directors in its oversight of DISH Network's financial reporting process, as is more fully described in its charter. DISH Network's management is responsible for its financial reporting process, including its system of internal controls, and for the preparation and presentation of its consolidated financial statements in accordance with generally accepted accounting principles. DISH Network's independent registered public accounting firm is responsible for auditing those financial statements and expressing an opinion as to their conformity with generally accepted accounting principles. Our responsibility is to monitor and review these processes. It is not our duty or our responsibility to conduct auditing or accounting reviews or procedures. We are not and may not be employees of DISH Network, and we may not represent ourselves to be, or to serve as, accountants or auditors by profession or experts in the fields of accounting or auditing. Therefore, we have relied, without independent verification, on representations by DISH Network's management that its financial statements have been prepared with integrity and objectivity and in conformity with accounting principles generally accepted in the United States of America. We have also relied on representations of DISH Network's independent registered public accounting firm included in their report on its financial statements. Our oversight does not provide us with an independent basis to determine that management has maintained appropriate accounting and financial reporting principles or policies or appropriate internal controls and procedures designed to assure compliance with accounting standards and applicable laws and regulations. Furthermore, our considerations and discussions with DISH Network's management and independent registered public accounting firm do not assure that DISH Network's financial statements are presented in accordance with generally accepted accounting principles, that the audit of DISH Network's financial statements has been carried out in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), or that DISH Network's independent registered public accounting firm is in fact "independent."

In the performance of our oversight function, we reviewed and discussed with DISH Network's management its audited financial statements for the fiscal year ended December 31, 2017. We also discussed these audited financial statements with DISH Network's independent registered public accounting firm. Our discussions with the independent registered public accounting firm included the matters required to be discussed by PCAOB Auditing Standard No. 1301, "Communications with Audit Committees," as currently in effect. We also discussed with them their independence and any relationship that might affect their objectivity or independence. In connection with these discussions, we reviewed the written disclosures and the letter from KPMG LLP required by applicable requirements of the PCAOB. Finally, we have considered whether the non-audit services provided by the independent registered public accounting firm are compatible with maintaining their independence.

Based on the reviews and discussions referred to above, we are not aware of any relationship between the independent registered public accounting firm and DISH Network that affects the objectivity or independence of the independent registered public accounting firm. Based on these discussions and our review discussed above, we recommended to DISH Network's Board of Directors that its audited financial statements for fiscal 2017 be included in DISH Network's Annual Report on Form 10-K for the year ended December 31, 2017 for filing with the Securities and Exchange Commission.

Respectfully submitted,

The DISH Network Audit Committee

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Tom A. Ortolf (Chairman)
 George R. Brokaw
 Steven R. Goodbarn
 Charles M. Lillis
 Afshin Mohebbi

The report of the Audit Committee and the information contained therein shall not be deemed to be “soliciting material” or “filed” or incorporated by reference in any filing we make under the Securities Act or under the Exchange Act, irrespective of any general statement incorporating by reference this Proxy Statement into any such filing, or subject to the liabilities of Section 18 of the Exchange Act, except to the extent that we specifically incorporate this information by reference into a document we file under the Securities Act or the Exchange Act.

PROPOSAL NO. 2 — RATIFICATION OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We customarily ask our shareholders to ratify the appointment of our independent registered public accounting firm at each annual meeting. The Audit Committee and the Board have selected and appointed KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2018 and we are asking our shareholders to ratify this appointment at the Annual Meeting. Even if the selection is ratified, the Audit Committee in its discretion may select a different independent public registered accounting firm at any time if it determines that such a change would be in the best interests of DISH Network. Representatives of KPMG LLP are expected to be present at the Annual Meeting and will have the opportunity to make any statements they may desire. They also will be available to respond to appropriate questions of shareholders.

Charles W. Ergen, our Chairman, currently possesses approximately 78.4% of the total voting power. Please see “Security Ownership of Certain Beneficial Owners and Management” above. Mr. Ergen has indicated his intention to vote in favor of Proposal No. 2. Accordingly, approval of Proposal No. 2 is assured notwithstanding a contrary vote by any or all shareholders other than Mr. Ergen.

The Board of Directors unanimously recommends a vote FOR approval of Proposal No. 2 (Item No. 2 on the enclosed proxy card).

PROPOSAL NO. 3 — AMENDMENT AND RESTATEMENT OF THE EMPLOYEE STOCK PURCHASE PLAN

We have had an Employee Stock Purchase Plan since 1997. On March 15, 2018, the Board adopted an amendment and restatement of the Employee Stock Purchase Plan, which is subject to approval by our shareholders at the Annual Meeting.

The proposed amendment and restatement of the Employee Stock Purchase Plan would increase the number of Class A Shares that may be purchased under the Employee Stock Purchase Plan from 2,800,000 to 3,800,000. As of December 31, 2017, 2,428,975 Class A Shares had been issued pursuant to the Employee Stock Purchase Plan. The Board of Directors believes that the Employee Stock Purchase Plan continues to be an important tool to attract and retain employees, and to align employee and shareholder interests.

The Employee Stock Purchase Plan is attached as Appendix A to this Proxy Statement. The principal provisions of the Employee Stock Purchase Plan are summarized below. This summary and the features of the Employee Stock Purchase Plan set forth above, do not purport to be complete and are qualified in their entirety by reference to the provisions of the Employee Stock Purchase Plan.

Purchase of Shares

Subject to adjustment by the Board of Directors, the purchase price of each Class A Share purchased by employees under the Employee Stock Purchase Plan will be 85% of the closing price of the Class A Shares on the last business day of each calendar quarter in which such Class A Shares are deemed sold to an employee under the Employee Stock Purchase Plan. In the event that such day is not a date on which trading occurred on the NASDAQ Stock Market, then the day for calculation of the purchase price shall be the nearest prior business day on which trading occurred on the NASDAQ Stock Market. The Class A Shares will be issued from the shares authorized for issuance under the Employee Stock Purchase Plan or treasury stock, and the Corporation will pay all transaction costs.

Administration and Eligibility

Since 1997, the Employee Stock Purchase Plan is administered by a Committee appointed by our Board of Directors, by an individual appointed by our Board of Directors, or by the Board of Directors itself (the “ESPP Committee”). The ESPP Committee has the authority to interpret and construe all provisions of the Employee Stock Purchase Plan. All employees who have been employed by the Corporation for at least ninety (90) days are eligible to participate in the Employee Stock Purchase Plan, except for employees whose customary employment is twenty hours or fewer per week. As of December 31 2017, approximately 15,000 of our employees were eligible to participate in the Employee Stock Purchase Plan.

Participation Terms

An eligible employee may elect to participate in the Employee Stock Purchase Plan by completing and submitting an authorization for payroll deduction form. No interest shall be paid on payroll deductions under the Employee Stock Purchase Plan and no withdrawal is permitted from the Employee Stock Purchase Plan prior to the end of a calendar quarter. An employee cannot have deducted an amount which would: (i) result in the employee owning, after the purchase of Class A Shares in any calendar quarter under the Employee Stock Purchase Plan, five percent or more of the total combined voting power of all outstanding capital stock of the Corporation; or (ii) permit such employee to purchase capital stock of the Corporation under all stock purchase plans of the Corporation at a rate which would exceed \$25,000 in fair market value of capital stock in any one year.

At the end of each calendar quarter, each employee shall be deemed to have purchased the number of Class A Shares equal to the total amount of such employee’s payroll deductions during such calendar quarter, divided by the per share purchase price. Employees may purchase Class A Shares only through payroll deductions under the Employee Stock Purchase Plan.

Amendment and Termination

The Board of Directors may amend the Employee Stock Purchase Plan at any time. However, no amendments shall be made without the prior approval of the shareholders of the Corporation if such amendment would: (i) increase the number of Class A Shares available under the Employee Stock Purchase Plan; or (ii) change the classification of employees eligible to participate in the Employee Stock Purchase Plan.

The Employee Stock Purchase Plan shall terminate upon the first to occur of: (i) all of the Class A Shares reserved for issuance under the Plan have been issued; or (ii) the date on which the Employee Stock Purchase Plan is terminated by the Board of Directors.

Federal Income Tax Consequences

The Employee Stock Purchase Plan is intended to be an "employee stock purchase plan" as defined in Section 423 of the Internal Revenue Code of 1986, as amended. An employee does not have to pay any federal income tax upon joining the Employee Stock Purchase Plan or upon receiving Class A Shares from the Employee Stock Purchase Plan. The employee is, however, required to pay federal income tax on the difference, if any, between the price at which he or she sells Class A Shares received under the Employee Stock Purchase Plan and the price he or she paid for them.

Plan Benefits

Because benefits under the Employee Stock Purchase Plan depend on employees' elections to participate in the Employee Stock Purchase Plan and the fair market value of the Class A Shares at various future dates, it is not possible to determine future benefits that will be received by executive officers and other employees under the Employee Stock Purchase Plan.

Other Information

Charles W. Ergen, our Chairman, currently possesses approximately 78.4% of the total voting power. Please see "Security Ownership of Certain Beneficial Owners and Management" above. Mr. Ergen has indicated his intention to vote in favor of Proposal No. 3. Accordingly, approval of Proposal No. 3 is assured notwithstanding a contrary vote by any and all shareholders other than Mr. Ergen.

The Board of Directors unanimously recommends a vote FOR approval of Proposal No. 3 (Item No. 3 on the enclosed proxy card)

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WHERE TO GET ADDITIONAL INFORMATION

As a reporting company, we are subject to the informational requirements of the Exchange Act and accordingly file our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements, and other information with the SEC. The public may read and copy any materials filed with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. Please call the SEC at (800) SEC-0330 for further information on the Public Reference Room. As an electronic filer, our public filings are maintained on the SEC's website that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The address of that website is <http://www.sec.gov>. In addition, our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act may be accessed free of charge through our website as soon as reasonably practicable after we have electronically filed such material with, or furnished it to, the SEC. The address of that website is <http://www.dish.com>.

COST OF PROXY STATEMENT

We will bear the cost of the solicitation of proxies on behalf of the Board. In addition to the use of the mail, proxies may be solicited by us personally, by telephone, or by similar means. None of our directors, officers, or employees will be specifically compensated for those activities. We do not expect to pay any compensation for the solicitation of proxies. However, we will reimburse brokerage firms, custodians, nominees, fiduciaries, and other persons holding our shares in their names, or in the names of nominees, at approved rates for their reasonable expenses in forwarding proxy materials to beneficial owners of securities held of record by them and obtaining their proxies.

SHAREHOLDER COMMUNICATIONS

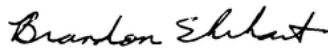
General. We provide an informal process for shareholders to send communications to our Board and its members. Shareholders who wish to contact the Board or any of its members may do so by writing to DISH Network Corporation, Attn: Board of Directors, 9601 S. Meridian Blvd., Englewood, Colorado 80112. At the direction of the Board of Directors, all mail received will be opened and screened for security purposes. Correspondence directed to an individual Board member is referred to that member. Correspondence not directed to a particular Board member is referred to Timothy A. Messner, Executive Vice President and General Counsel.

Submission of Shareholder Proposals and Director Nominations for 2019 Annual Meeting. Shareholders who intend to have a proposal or director nomination considered for inclusion in our proxy materials for presentation at our 2019 Annual Meeting of Shareholders must submit the proposal or director nomination to us no later than November 26, 2018. In accordance with our Bylaws, for a proposal or director nomination not included in our proxy materials to be brought before the 2019 Annual Meeting of Shareholders, a shareholder's notice of the proposal or director nomination that the shareholder wishes to present must be delivered to Timothy A. Messner, Executive Vice President and General Counsel, at DISH Network Corporation, 9601 S. Meridian Blvd., Englewood, Colorado 80112 not less than 90 nor more than 120 days prior to the first anniversary of the 2018 Annual Meeting of Shareholders. Accordingly, any notice given pursuant to our Bylaws and outside the process of Rule 14a-8 must be received no earlier than January 7, 2019 and no later than February 6, 2019. We reserve the right to reject, rule out of order or take other appropriate action with respect to any proposal or director nomination that does not comply with these and other applicable requirements.

OTHER BUSINESS

Management knows of no other business that will be presented at the Annual Meeting other than that which is set forth in this Proxy Statement. However, if any other matter is properly presented at the Annual Meeting, the persons named in the accompanying proxy card will have discretionary authority to vote on such matter.

By Order of the Board of Directors



BRANDON EHRHART
Secretary

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Appendix A
AMENDED AND RESTATED
DISH NETWORK CORPORATION
EMPLOYEE STOCK PURCHASE PLAN

1. PURPOSE. The DISH Network Corporation Employee Stock Purchase Plan (the "Plan") is established to provide eligible employees of DISH Network Corporation, a Nevada corporation, and any successor corporation thereto (collectively, "DISH"), and any current or future parent corporation or subsidiary corporations of DISH which the Board of Directors of DISH (the "Board") determines should be included in the Plan (collectively referred to as the "Company"), with an opportunity to acquire a proprietary interest in the Company by the purchase of common stock of DISH (NASDAQ trading symbol "DISH"). DISH and any parent or subsidiary corporation designated by the Board as a corporation included in the Plan

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shall be individually referred to herein as a "Participating Company." The Board shall have the sole and absolute discretion to determine from time to time what parent corporations and/or subsidiary corporations shall be Participating Companies. For purposes of the Plan, a parent corporation and a subsidiary corporation shall be as defined in sections 424(e) and 424(f), respectively, of the Internal Revenue Code of 1986, as amended (the "Code").

The Company intends that the Plan shall qualify as an "employee stock purchase plan" under section 423 of the Code (including any amendments or replacements of such section), and the Plan shall be so construed. Any term not expressly defined in the Plan but defined for purposes of section 423 of the Code shall have the same definition herein.

2. ADMINISTRATION. The Plan shall be administered by the Board and/or by a duly appointed committee or representative of the Board having such powers as shall be specified by the Board. Any subsequent references to the Board shall also mean the committee or representative if a committee or representative has been appointed. All questions of interpretation of the Plan shall be determined by the Board and shall be final and binding upon all persons having an interest in the Plan. Subject to the provisions of the Plan, the Board shall determine all of the relevant terms and conditions of the Plan; provided, however, that all Participants shall have the same rights and privileges within the meaning of section 423(b)(5) of the Code. All expenses incurred in connection with administration of the Plan shall be paid by the Company.

3. SHARE RESERVE. The maximum number of shares which may be issued under the Plan shall be 3,800,000 shares of DISH's authorized but unissued Class A Common Stock or Class A Common Stock which are treasury shares (the "Shares").

4. ELIGIBILITY. Any full-time employee of a Participating Company is eligible to participate in the Plan after completion of one entire calendar quarter of employment, except employees who own or hold options to purchase or who, as a result of participation in the Plan, would own or hold options to purchase, stock of the Company possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company within the meaning of section 423(b)(3) of the Code. A full time employee is defined as one who is regularly scheduled to work more than 20 hours per week. Notwithstanding anything herein to the contrary, any individual performing services for a Participating Company solely through a leasing agency or employment agency shall not be deemed an "employee" of such Participating Company. In certain circumstances, eligibility may be restricted pursuant to a withdrawal under Section 10(d) of the Plan.

Any employee who transfers from EchoStar Corporation, a Nevada corporation, any successor corporation thereto, or any current or future parent corporation or subsidiary corporations of EchoStar Corporation or its subsidiaries (collectively, "SATS") to the Company shall be given credit for purposes of Plan eligibility for all prior service at SATS; provided that employees of future SATS subsidiaries that are acquired shall be given credit for purposes of Plan eligibility for prior service at SATS only if at the time of such employee's transfer to the Company such employee is eligible to participate in SATS's Employee Stock Participation Plan.

5. OFFERING DATES.

(a) OFFERING PERIODS. Except as otherwise set forth below, the Plan shall initially be implemented by offerings (individually, an "Offering") of two (2) years duration (an "Offering Period"). The first Offering will commence on October 1, 1997 and subsequent Offerings would commence every two years thereafter until the Plan terminates, unless earlier modified in the Board's discretion. The first day of an Offering Period shall be the "Offering Date" for such Offering Period. In the event the Offering Date would fall on a holiday or weekend, the Offering Date shall instead be the first business day after such day. Notwithstanding the foregoing, the Board may establish a different term for one or more Offerings and/or different commencing and/or ending dates for such Offerings. Eligible employees may not participate in more than one Offering at a time.

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(b) PURCHASE PERIODS. Each Offering Period shall initially consist of eight (8) purchase periods of three (3) months duration (individually, a "Purchase Period"). The last day of the Purchase Period shall be the "Purchase Date" for such Purchase Period. A Purchase Period commencing on January 1 shall end on March 31. A Purchase Period commencing on April 1 shall end on June 30. A Purchase Period commencing on July 1 shall end on September 30. A Purchase Period commencing on October 1 shall end on December 31. In the event the Purchase Date would fall on a holiday or weekend, the Purchase Date shall instead be the last business day prior to such day. Notwithstanding the foregoing, the Board may establish a different term for one or more Purchase Periods and/or different commencing dates and/or Purchase Dates for such Purchase Periods. An employee who becomes eligible to participate in an Offering after the initial Purchase Period has commenced shall not be eligible to participate in such Purchase Period but may participate in any subsequent Purchase Period during that Offering Period provided such employee is still eligible to participate in the Plan as of the commencement of any such subsequent Purchase Period.

(c) GOVERNMENTAL APPROVAL; STOCKHOLDER APPROVAL. Notwithstanding any other provision of the Plan to the contrary, all transactions pursuant to the Plan shall be subject to (i) obtaining all necessary governmental approvals and/or qualifications of the sale and/or issuance of the Shares (including compliance with the Securities Act of 1933 and any applicable state securities laws), and (ii) obtaining stockholder approval of the Plan. Notwithstanding the foregoing, stockholder approval shall not be necessary in order to commence the Plan's initial Offering Period; provided, however, that the purchase of Shares at the end of such Offering Period shall be subject to obtaining stockholder approval of the Plan.

6. PARTICIPATION IN THE PLAN.

(a) INITIAL PARTICIPATION. An eligible employee shall become a Participant on the first Offering Date after satisfying the eligibility requirements and delivering to the Company's payroll office (at Company headquarters) not later than the close of business for such payroll office on the last business day before such Offering Date (the "Subscription Date") a subscription agreement indicating the employee's election to participate in the Plan and authorizing payroll deductions. An eligible employee who does not deliver a subscription agreement to the Company's payroll office on or before the Subscription Date shall not participate in the Plan for the initial Purchase Period or for any subsequent Purchase Period unless such employee subsequently enrolls in the Plan by filing a subscription agreement with the Company by the last business day before the commencement of a subsequent Purchase Period or Offering Date. DISH may, from time to time, change the Subscription Date as deemed advisable by DISH in its sole discretion for proper administration of the Plan.

(b) CONTINUED PARTICIPATION. A Participant shall automatically participate in the Purchase Period commencing immediately after the first Purchase Date of the initial Offering Period in which the Participant participates, and all subsequent Purchase Periods within that Offering, until such time as such Participant (i) ceases to be eligible as provided in paragraph 4, (ii) withdraws from the Offering or Plan pursuant to paragraphs 10(a) or 10(b) or (iii) terminates employment as provided in paragraph 11. Similarly, except as provided in the preceding sentence, a Participant shall automatically participate in the Offering Period commencing immediately after the last Purchase Date of the prior Offering Period in which the Participant participates, and all subsequent Offering Periods pursuant to this Plan. However, a Participant may deliver a subscription agreement with respect to a subsequent Purchase or Offering Period if the Participant desires to change any of the Participant's elections contained in the Participant's then effective subscription agreement.

7. PURCHASE PRICE. The purchase price at which Shares may be acquired in a given Purchase Period pursuant to the Plan (the "Offering Exercise Price") shall be set by the Board; provided, however, that the per share Offering Exercise Price shall not be less than eighty-five percent (85%) of the lesser of (a) the per share fair market value of the Shares on the Offering Date of the Offering Period of which the Purchase Period is a part, or (b) the per share fair market value of the Shares on the Purchase Date for such Purchase Period. Unless otherwise provided by the Board prior to the commencement of an Offering Period, the Offering Exercise Price for each Purchase Period in that Offering Period shall be eighty-five percent (85%) of the fair market value of the Shares on the given Purchase Date. The fair market value of the Shares on the applicable dates shall be the closing price quoted on the National Association of Securities Dealers Automated Quotation System for the Purchase Date (or the average of the closing bid and asked prices), or as reported on such other stock exchange or market system if the Shares are traded on such other exchange or system instead, or as determined by the Board if the Shares are not so reported.

8. PAYMENT OF PURCHASE PRICE. Shares which are acquired pursuant to the Plan may be paid for only by means of payroll deductions from the Participant's Compensation accumulated during the Offering Period. For purposes of the Plan, a Participant's "Compensation" with respect to an Offering (a) shall include all wages, salaries, commissions and bonuses

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after deduction for any contributions to any plan maintained by a Participating Company and described in Section 401(k) or Section 125 of the Code, and (b) shall not include occasional awards such as DISH Launch Bonus awards, stock option exercise compensation or other or any other payments not specifically referenced in (a). Except as set forth below, the deduction amount to be withheld from a Participant's Compensation during each pay period shall be determined by the Participant's subscription agreement, and the amount of such payroll deductions shall be given the lowest priority so that all other required and voluntary payroll deductions from a Participant's Compensation are withheld prior to subscription agreement amounts.

(a) **LIMITATIONS ON PAYROLL WITHHOLDING.** The amount of payroll withholding with respect to the Plan for any Participant during any Offering Period shall be elected by the Participant and shall be stated as a dollar amount. Amounts withheld shall be reduced by any amounts contributed by the Participant and applied to the purchase of Company stock pursuant to any other employee stock purchase plan qualifying under section 423 of the Code.

(b) **PAYROLL WITHHOLDING.** Payroll deductions shall commence on the first pay date beginning after the Offering Date, as designated by DISH, and shall continue to the last pay date before the end of the Offering Period, as designated by DISH, unless sooner altered or terminated as provided in the Plan.

(c) **PARTICIPANT ACCOUNTS.** Individual accounts shall be maintained for each Participant. All payroll deductions from a Participant's Compensation shall be credited to such account and shall be deposited with the general funds of the Company. All payroll deductions received or held by the Company may be used by the Company for any corporate purpose.

(d) **NO INTEREST PAID.** Interest shall not be paid on sums withheld from a Participant's Compensation.

(e) **PURCHASE OF SHARES.** On each Purchase Date of an Offering Period, each Participant whose participation in the Offering has not terminated on or before such Purchase Date shall automatically acquire the number of Shares arrived at by dividing the total amount of the Participant's accumulated payroll deductions for the Purchase Period by the Offering Exercise Price. No shares shall be purchased on a Purchase Date on behalf of a Participant whose participation in the Offering or the Plan has terminated on or before such Purchase Date. If the Broker is unable to administer purchases of fractional shares, only whole shares shall be purchased, and any remaining cash in the Participant's Account shall be carried over to the next Purchase Period, if the participant is continuing to participate in the next Purchase Period.

(f) **REMAINING CASH BALANCE.** Any cash balance remaining in the Participant's account after a Purchase Date shall be carried over to the next Purchase Period if the Participant is continuing to participate in the next Purchase Period. Any cash balance remaining upon a Participant's termination of participation in the Plan or termination of the Plan itself shall be refunded as soon as practicable after such event.

(g) **TAX WITHHOLDING.** At the time the Shares are purchased, in whole or in part, or at the time some or all of the Shares are disposed of, the Participant shall make adequate provision for the foreign, federal and state tax withholding obligations of the Company, if any, which arise upon the purchase of Shares and/or upon disposition of Shares, respectively. The Company may, but shall not be obligated to, withhold from the Participant's Compensation the amount necessary to meet such withholding obligations.

(h) **COMPANY ESTABLISHED PROCEDURES.** The Board may, from time to time, establish (i) a minimum required withholding amount for participation in an Offering, (ii) limitations on the frequency and/or number of changes in the amount withheld during an Offering, (iii) an exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, (iv) payroll withholding in excess of or less than the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of subscription agreements, and/or (v) such other limitations or procedures as deemed advisable by the Company in the Company's sole discretion which are consistent with the Plan and in accordance with the requirements of Section 423 of the Code. Notice of new or amended procedures pursuant to this section shall be communicated to all eligible participants in a manner reasonably determined by the Board to reach all participants in a cost efficient manner.

9. LIMITATIONS ON PURCHASE OF SHARES: RIGHTS AS A STOCKHOLDER.

(a) **FAIR MARKET VALUE LIMITATION.** Notwithstanding any other provision of the Plan, no Participant shall be entitled to purchase Shares under the Plan (or any other employee stock purchase plan which is intended to meet the requirements of section 423 of the Code sponsored by DISH or a parent or subsidiary corporation of DISH) in an amount

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which exceeds \$25,000 in fair market value, which fair market value is determined for Shares purchased during a given Offering Period as of the Offering Date for such Offering Period (or such other limit as may be imposed by the Code), for any calendar year in which Participant participates in the Plan (or any other employee stock purchase plan described in this sentence).

(b) **PRO RATA ALLOCATION.** In the event the number of Shares which might be purchased by all Participants in the Plan exceeds the number of Shares available in the Plan, the Company shall make a pro rata allocation of the remaining Shares in as uniform a manner as shall be practicable and as the Company shall determine to be equitable. Any cash balance remaining after such allocation shall be refunded to Participants as soon as practicable.

(c) **RIGHTS AS A STOCKHOLDER AND EMPLOYEE.** A Participant shall have no rights as a stockholder by virtue of the Participant's participation in the Plan until the date of issuance of stock for the Shares being purchased pursuant to the Plan. Moreover, Shares shall not be issued and a Participant shall not be permitted to purchase shares unless and until such Shares have been registered under the Securities Act of 1933 on an effective S-8 registration and any applicable registration requirements under the National Association of Securities Dealers rules are satisfied. No adjustment shall be made for cash dividends or distributions or other rights for which the record date is prior to the date such stock is issued. Nothing herein shall confer upon a Participant any right to continue in the employ of the Company or interfere in any way with any right of the Company to terminate the Participant's employment at any time.

(d) **USE OF A CAPTIVE STOCK BROKER.** In order to reduce paperwork and properly track and report Participant's acquisition and disposition of Shares purchased pursuant to the Plan, the Company may, in its discretion, designate one or more stock brokers as a "captive" broker ("Broker") for receiving Participants' shares and maintaining individual accounts for each Participant. The initial Broker shall be Charles Schwab and Co., Inc. The Company and the Broker may establish such account procedures and restrictions as are necessary to carry out their respective functions and properly administer the Plan (see, for example, Section 19).

(e) **RIGHT TO ISSUANCE OF SHARE CERTIFICATE.** Initially, Participants will not receive share certificates from DISH representing the Shares purchased pursuant to the Plan. Instead, the Company shall issue one share certificate to the Broker for all Shares purchased on a Purchase Date, followed by electronic allocation by the Broker among all Participants according to their respective contributions. A Participant may obtain a share certificate for his or her actual share amount only from the Broker according to such Broker's procedures. This limitation may be modified by the Board in its discretion at any time.

10. WITHDRAWAL.

(a) **WITHDRAWAL FROM AN OFFERING.** A Participant may not withdraw from an Offering and stop payroll deductions during a Purchase Period. Any notice of withdrawal submitted by a Participant (on a form provided by the Company for such purpose) to DISH's payroll office after the commencement of a Purchase Period but prior to a Purchase Date shall only be effective for the next subsequent Purchase Period. No cash refunds of payroll deduction amounts from a Participant's account shall be made prior to the next scheduled Purchase Date.

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After the next scheduled Purchase Date, refund of any excess dollar amount(s) in Participant's account will be made in accordance with Section 8(f) of this Plan.

Withdrawals made after a Purchase Date for a Purchase Period shall not affect Shares acquired by the Participant on such Purchase Date. A Participant who withdraws from an Offering for one or more Purchase Periods may not resume participation in the Plan during the same Purchase Period, but may participate in any subsequent Offering, or in any subsequent Purchase Period within the same Offering, by again satisfying the requirements of paragraphs 4 and 6(a) above.

(b) WITHDRAWAL FROM THE PLAN. A Participant may voluntarily withdraw from the Plan by signing a written notice of withdrawal on a form provided by the Company for such purpose and delivering such notice to the Company's payroll office. The effect of withdrawal from the Plan shall be in accordance with Section 10(a) above.

(c) RETURN OF PAYROLL DEDUCTIONS. Upon withdrawal from an Offering or the Plan pursuant to paragraphs 10(a) or 10(b), respectively, the withdrawn Participant's accumulated payroll deductions will first be applied toward the purchase of Shares at the Purchase Date and any balance remaining shall be returned as soon as practicable after the withdrawal, in accordance with Section 8(f) of this Plan. The Participant's interest in the Offering and/or the Plan, as applicable, shall terminate.

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(d) PARTICIPATION FOLLOWING WITHDRAWAL. An employee who is also an officer or director of the Company subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and who is deemed to "cease participation" in the Plan within the meaning of Rule 16b-3 promulgated under the Exchange Act and amended from time to time or any successor rule or regulation ("Rule 16b-3") as a consequence of his or her withdrawal from an Offering pursuant to paragraph 10(a) above or withdrawal from the Plan pursuant to paragraph 10(b) above shall not again participate in the Plan for at least six months after the date of such withdrawal.

(e) MODIFICATION OF WITHDRAWAL RIGHTS. The Company may, from time to time, establish a procedure pursuant to which a participant may elect (i) to withdraw from the Offering or the Plan during a Purchase or Offering Period pursuant to this paragraph 10, and (ii) to increase, decrease, or cease payroll deductions from his or her compensation for such Offering during the time such election is in effect. If established, any such election shall be made in writing on a form provided by the Company for such purpose and must be delivered to the Company within a reasonable period of time prior to the effective date thereof.

11. TERMINATION OF EMPLOYMENT. Termination of a Participant's employment with the Company for any reason, including retirement, disability or death or the failure of a Participant to remain an employee eligible to participate in the Plan, shall terminate the Participant's participation in the Plan immediately. In such event, the payroll deductions credited to the Participant's account since the last Purchase Date shall, as soon as practicable, be returned to the Participant or, in the case of the Participant's death, to the Participant's legal representative, and all of the Participant's rights under the Plan shall terminate. Interest shall not be paid on sums returned to a Participant pursuant to this paragraph 11. DISH may establish a date which is a reasonable number of days prior to the Purchase Date as a cutoff for return of a Participant's payroll deductions in the form of cash.

After the cutoff date, Shares will be purchased for the terminated employee in accordance with paragraph 10(c), above. A Participant whose participation has been so terminated may again become eligible to participate in the Plan by again satisfying the requirements of paragraphs 4 and 6(a) above.

12. TRANSFER OF CONTROL. A "Transfer of Control" shall be deemed to have occurred in the event any of the following occurs with respect to DISH:

(a) a merger or consolidation in which DISH is not the surviving corporation;

(b) a reverse triangular merger or consolidation in which DISH is the surviving corporation where the stockholders of DISH before such merger or consolidation do not retain, directly or indirectly, at least a majority of the beneficial interest in the voting stock of DISH; or

(c) the sale, exchange, or transfer of all or substantially all of DISH's assets (other than a sale, exchange, or transfer to one (1) or more corporations where the stockholders of DISH before such sale, exchange, or transfer retain, directly or indirectly, at least a majority of the beneficial interest in the voting stock of the corporation(s) to which the assets were transferred).

In the event of a Transfer of Control, the Board, in its sole discretion, may arrange with the surviving, continuing, successor, or purchasing corporation, as the case may be, that such corporation assume the Company's rights and obligations under the Plan. All Purchase Rights shall terminate effective as of the date of the Transfer of Control to the extent that the Purchase Right is neither exercised as of the date of the Transfer of Control nor assumed by the surviving, continuing, successor, or purchasing corporation, as the case may be.

13. CAPITAL CHANGES. In the event that the Board determines that any dividend or other distribution (whether in the form of cash, shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Company, issuance of warrants or other rights to purchase shares or other securities of the Company or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (a) the Offering Exercise Price, (b) the number of shares subject to purchase by Participants, and (c) the Plan's share reserve amount.

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14. NON-TRANSFERABILITY. Prior to a Purchase Date, a Participant's rights under the Plan may not be transferred in any manner otherwise than by will or the laws of descent and distribution and shall be exercisable during the lifetime of the Participant only by the Participant. Subsequent to a Purchase Date, a Participant shall be allowed to sell or otherwise dispose of the Shares in any manner that he or she deems fit. However, the Company, in its absolute discretion, may impose such restrictions on the transferability of Shares purchased by a Participant pursuant to the Plan as it deems appropriate and any such restriction may be placed on the certificates evidencing such Shares (see also Sections 9(d) and 19).

15. REPORTS. Each Participant shall receive, within a reasonable period after the Purchase Date, a report of such Participant's account setting forth the total payroll deductions accumulated, the number of Shares purchased, the fair market value of such Shares, the date of purchase and the remaining cash balance to be refunded or retained in the Participant's account pursuant to paragraph 8(f) above, if any. Each Participant who acquires shares pursuant to the Plan shall be provided information concerning the Company equivalent to that information generally made available to the Company's common stockholders.

16. PLAN TERM. This Plan shall continue until terminated by the Board or until all of the Shares reserved for issuance under the Plan have been issued, whichever shall first occur.

17. RESTRICTION ON ISSUANCE OF SHARES. The issuance of shares under the Plan shall be subject to compliance with all applicable requirements of federal or state law with respect to such securities. A Purchase Right may not be exercised if the issuance of shares upon such exercise would constitute a violation of any applicable federal or state securities laws or other law or regulations. In addition, no Purchase Right may be exercised unless (i) a registration statement under the Securities Act of 1933, as amended, shall at the time of exercise of the Purchase Right be in effect with respect to the shares issuable upon exercise of the Purchase Right, or (ii) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Purchase Right may be issued in accordance with the terms of an applicable exemption from the registration requirements of said Act. As a condition to the exercise of a Purchase Right, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by the Company.

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18. LEGENDS. The Company may at any time place legends or other identifying symbols referencing any applicable federal and/or state securities restrictions or any provision(s) convenient in the administration of the Plan on some or all of the certificates representing shares of stock issued under the Plan. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to a Purchase Right in the possession of the Participant in order to carry out the provisions of this paragraph. Unless otherwise specified by the Company, legends placed on such certificates may include but shall not be limited to any legend required to be placed thereon by the Colorado Secretary of State.

19. NOTIFICATION OF SALE OF SHARES. The Company may require the Participant to give the Company prompt notice of any disposition of Shares acquired under the Plan within two years from the date of commencement of an Offering Period or one year from the Purchase Date. The Company may direct that the certificates evidencing Shares acquired by the Participant refer to such requirement to give prompt notice of disposition. Additionally, the Company and the Broker may impose such restrictions or procedures related to transfer of shares acquired under the Plan as are necessary for the Company to obtain sufficient notice of disposition, in order to comply with governmental requirements related to Form W-2 reporting, payroll tax withholding, employment tax liability and corporate income taxes.

20. AMENDMENT OR TERMINATION OF THE PLAN. The Board may at any time amend or terminate the Plan, except that such amendment or termination shall not affect Shares purchased under the Plan, (except as may be necessary to qualify the Plan as an employee stock purchase plan pursuant to section 423 of the Code or to obtain qualification or registration of the Shares under applicable federal or state securities laws). In addition, an amendment to the Plan must be approved by the stockholders of the Company within twelve (12) months of the adoption of such amendment if such amendment would authorize the sale of more shares than are authorized for issuance under the Plan or would change the definition of the corporations that may be designated by the Board as Participating Companies.

Furthermore, the approval of the Company's stockholders shall be sought for any amendment to the Plan for which the Board deems stockholder approval necessary in order to comply with Rule 16b-3 promulgated under Section 16 of the Exchange Act.

**VOTE BY INTERNET - www.proxyvote.com**

Use the Internet to transmit your voting instructions and for electronic delivery of information. Vote by 11:59 P.M. ET on 05/06/2018 for shares held directly and by 11:59 P.M. ET on 05/02/2018 for shares held in a Plan. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

ELECTRONIC DELIVERY OF FUTURE PROXY MATERIALS

If you would like to reduce the costs incurred by our company in mailing proxy materials, you can consent to receiving all future proxy statements, proxy cards and annual reports electronically via e-mail or the Internet. To sign up for electronic delivery, please follow the instructions above to vote using the Internet and, when prompted, indicate that you agree to receive or access proxy materials electronically in future years.

VOTE BY PHONE - 1-800-690-6903

Use any touch-tone telephone to transmit your voting instructions. Vote by 11:59 P.M. ET on 05/06/2018 for shares held directly and by 11:59 P.M. ET on 05/02/2018 for shares held in a Plan. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

KEEP THIS PORTION FOR YOUR RECORDS
DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

The Board of Directors recommends you vote FOR the following:

For All Withhold All For All Except To withhold authority to vote for any individual nominee(s), mark "For All Except" and write the number(s) of the nominee(s) on the line below.

1. Election of Directors

Nominees

01 George R. Brokaw
06 Afshin Mohebbi

02 James DeFranco
07 David K. Moskowitz

03 Cantey M. Ergen
08 Tom A. Ortolf

04 Charles W. Ergen
09 Carl E. Vogel

05 Charles M. Lillis

The Board of Directors recommends you vote FOR proposals 2 and 3.

2. To ratify the appointment of KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2018.
3. To amend and restate our Employee Stock Purchase Plan.

For	Against	Abstain
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: In their discretion, the proxies are authorized to vote on such other business as may properly come before the meeting or any adjournment or postponement thereof.

For address change/comments, mark here.
(see reverse for instructions)

☐

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

Signature [PLEASE SIGN WITHIN BOX]

Date

Signature (Joint Owners)

Date

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Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting: The Annual Report, Notice & Proxy Statement is/are available at www.proxyvote.com.

DISH NETWORK CORPORATION
PROXY SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned hereby appoints Charles W. Ergen and Timothy A. Messner, each with the power to appoint his substitute, and hereby authorizes them to represent and to vote as designated below, all Class A Shares and Class B Shares of DISH Network Corporation held of record by the undersigned on March 16, 2018, at the Annual Meeting of Shareholders to be held on May 7, 2018, or any adjournment or postponement thereof.

THIS PROXY WHEN PROPERLY EXECUTED WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE UNDERSIGNED SHAREHOLDER. IF NO DIRECTION IS MADE THIS PROXY WILL BE VOTED (1) FOR THE ELECTION OF EACH OF THE NINE DIRECTORS SET FORTH ABOVE, (2) FOR THE RATIFICATION OF THE APPOINTMENT OF KPMG LLP AS OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR FISCAL YEAR ENDING DECEMBER 31, 2018, (3) FOR THE AMENDMENT AND RESTATEMENT OF OUR EMPLOYEE STOCK PURCHASE PLAN. THIS PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO PROPOSALS NOT KNOWN OR DETERMINED AT THE TIME OF THE MAILING OF THE NOTICE OF ANNUAL MEETING OF SHAREHOLDERS TO THE UNDERSIGNED.

PLEASE SIGN AND RETURN THIS PROXY IN THE ENCLOSED PRE-ADDRESSED ENVELOPE. THE TENDER OF A PROXY WILL NOT AFFECT YOUR RIGHT TO VOTE IN PERSON IF YOU ATTEND THE MEETING OR TO SUBMIT A LATER DATED REVOCATION OR AMENDMENT TO THIS PROXY ON ANY OF THE ISSUES SET FORTH ON THE REVERSE SIDE.

Address change/comments:

(If you noted any Address Changes and/or Comments above, please mark corresponding box on the reverse side.)

Continued and to be signed on reverse side

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EXHIBIT F

EXHIBIT F

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APP 82

**UNANIMOUS WRITTEN CONSENT IN LIEU
OF
A SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF
DISH NETWORK CORPORATION
AS OF
APRIL 11, 2018**

Pursuant to the provisions of the Nevada Business Corporation Act, NRS § 78.315(2), which provide that any action required or permitted to be taken at a meeting of the board of directors of a corporation may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors, the undersigned being all of the members of the board of directors (the "Board of Directors") of DISH Network Corporation (the "Corporation"), a Nevada corporation, do hereby waive any and all notices that may be required to be given with respect to a special meeting of the Board of Directors and do hereby take, ratify, confirm and approve the following actions to have the same force and effect as a unanimous vote of the members of the Board of Directors:

Formation of the Special Litigation Committee

WHEREAS, the Board of Directors previously considered and deliberated extensively upon the potential establishment of a special litigation committee of the Board of Directors regarding the shareholder derivative action filed by the Plumbers Local Union No. 519 Pension Trust Fund and City of Sterling Heights Police and Fire Retirement System in the District Court, Clark County, Nevada (together with any amendments, revisions or other pleadings related thereto or generated thereby) and any similar shareholder derivative actions that may be filed from time to time (collectively, the "Derivative Litigation") for the purposes set forth herein along with potential candidates to serve on such a special litigation committee, on numerous occasions, including without limitation, during meetings of the Board of Directors held on November 2, 2017, February 12, 2018 and March 28, 2018;

WHEREAS, the aforementioned deliberations regarding the potential establishment of a special litigation committee of the Board of Directors for the purposes set forth herein included consultation with management of the Corporation, outside advisors to the Corporation including without limitation, legal counsel, and other parties deemed appropriate by the Board of Directors, as the Board of Directors evaluated, among other things, the benefits to the Corporation anticipated to be derived from, and the risks anticipated to be associated with, the establishment of a special litigation committee of the Board of Directors for the purposes set forth herein along with the qualifications of the candidates considered for service on such special litigation committee;

WHEREAS, the Board of Directors of the Corporation believes it is in the best interests of the Corporation and its stockholders to establish a special committee of the Board of Directors (the "Special Litigation Committee"), consisting of Messrs.

George R. Brokaw, Charles M. Lillis and Anthony M. Federico (each a "Committee Member" and collectively the "Committee Members"), pursuant to NRS 78.125 (the "Nevada Statute") and the applicable provisions of the Amended and Restated Bylaws of the Corporation (the "Bylaws"), for the purposes set forth herein; and

WHEREAS, the Board of Directors has determined that the Committee Members are independent of the claims asserted in the Derivative Litigation and otherwise qualified to serve on the Special Litigation Committee;

NOW, THEREFORE, BE IT RESOLVED, that in light of the foregoing, the Board of Directors has determined, in the good faith exercise of its reasonable business judgment, that it is advisable and in the best interests of the Corporation and its stockholders to establish the Special Litigation Committee to accomplish the purposes and to carry out the intent of the resolutions herein; and further

RESOLVED, that the Special Litigation Committee be, and it hereby is, established, in accordance with the Nevada Statute and the applicable provisions of the Bylaws of the Corporation with all the powers and authority of the Board of Directors to accomplish the purposes and to carry out the intent of the resolutions herein; and further

RESOLVED, that the Board of Directors concludes that each of Mr. Brokaw, Mr. Lillis and Mr. Federico is independent of the claims asserted in the Derivative Litigation and none of them has, or is subject to, any interest that, in the opinion of the Board of Directors, would interfere with the exercise by him of his independent judgment as a member of the Special Litigation Committee and that, all of them be, and they hereby are, appointed as the Committee Members to hold such office for so long as is necessary to carry out the functions and exercise the powers expressly granted to the Special Litigation Committee as shall be authorized in the resolutions herein; and further

RESOLVED, that the Board of Directors hereby delegates to the Special Litigation Committee the power and authority of the Board of Directors to: (1) review, investigate and evaluate the claims asserted in the Derivative Litigation; (2) file any and all pleadings and other papers on behalf of the Corporation that the Special Litigation Committee finds necessary or advisable in connection therewith; (3) determine whether it is in the best interests of the Corporation and/or to what extent it is advisable for the Corporation to pursue any or all of the claims asserted in the Derivative Litigation, taking into consideration all relevant factors as determined by the Special Litigation Committee; (4) prosecute or dismiss on behalf of the Corporation any claims that were or could have been asserted in the Derivative Litigation; and (5) direct the Corporation to formulate and file any and all pleadings and other papers on behalf of the Corporation that the Special Litigation Committee finds necessary or advisable in connection therewith, including, without limitation, the filing of other litigation and counterclaims or cross-complaints, or motions to dismiss or stay the proceedings if the Special Litigation Committee determines that such action is advisable and in the best interests of the Corporation; and further

RESOLVED, that, in furtherance of its duties as delegated by the Board of Directors, the Special Litigation Committee is hereby authorized and empowered to retain and consult with such advisors, consultants and agents, including, without limitation, legal counsel and other experts or consultants, as the Special Litigation Committee deems necessary or advisable to perform such services, reach conclusions or otherwise advise and assist the Special Litigation Committee in connection with carrying out its duties as set forth in the resolutions herein; and further

RESOLVED, in connection with carrying out its duties as set forth in the resolutions herein, the Special Litigation Committee is hereby authorized and empowered to enter into such contracts providing for the retention, compensation, reimbursement of expenses and indemnification of such legal counsel, accountants and other experts or consultants as the Special Litigation Committee deems necessary or advisable, and that the Corporation is hereby authorized and directed to pay, on behalf of the Special Litigation Committee, all fees, expenses and disbursements of such legal counsel, experts and consultants on presentation of statements approved by the Special Litigation Committee, and that the Corporation shall pay all such fees, expenses and disbursements and shall honor all other obligations of the Corporation and/or the Special Litigation Committee under such contracts; and further

RESOLVED, that, in connection with carrying out its duties as set forth in the resolutions herein: (1) the officers of the Corporation are hereby authorized and directed to provide to the Special Litigation Committee, each Committee Member and any of their advisers, agents, counsel and designees, such information and materials, including, without limitation, the books and records of the Corporation and any documents, reports or studies pertaining to the Derivative Litigation as may be useful or helpful in the discharge of the Special Litigation Committee's duties or as may be determined by the Special Litigation Committee, or any member thereof, to be appropriate or advisable in connection with the discharge of the duties of the Special Litigation Committee; (2) the Special Litigation Committee is authorized and empowered to meet with both present and past members of the Board of Directors who are not members of the Special Litigation Committee and/or with both present and past officers of the Corporation to gather information from such directors and/or officers pertaining to the Derivative Litigation as may be useful or helpful in the discharge of the Special Litigation Committee's duties or as may be determined by the Special Litigation Committee, or any member thereof, to be appropriate or advisable in connection with the discharge of the duties of the Special Litigation Committee; (3) the Special Litigation Committee may but shall not be required to make such reports to the Board of Directors with respect to its deliberations and recommendations at such times and in such manner as it considers appropriate and consistent with carrying out its duties as set forth in the resolutions herein; and (4) to the fullest extent consistent with law, the deliberations and records of the Special Litigation Committee shall be confidential and maintained as such by each Committee Member and any legal counsel, experts and

consultants engaged by the Special Litigation Committee and, without limiting the generality of the foregoing, all statutory and common law privileges shall be available with respect to legal advice rendered to, and documents prepared by counsel to assist, the Special Litigation Committee in its deliberations; and further

RESOLVED, that the Corporation shall indemnify each Committee Member in the manner and to the extent set forth under the current practices of the Corporation under the Articles of Incorporation of the Corporation in effect as of the date of this meeting (the "Current Articles") and under the Bylaws of the Corporation in effect as of the date of this meeting (the "Current Bylaws") regarding indemnification and advancement of expenses to the members of the Board of Directors against permitted items (as set forth in the Current Articles and Current Bylaws) arising out of the fact that the Committee Member is a member of the Special Litigation Committee, regardless of whether the Current Articles and the Current Bylaws are amended or modified in the future and regardless of whether the Committee Member is a member of the Board of Directors; with the sole exception that the advancement of expenses (including, without limitation, attorneys' fees) incurred in defending against any such permitted items shall be determined in the sole discretion of the chairman of the Audit Committee of the Board of Directors (the "Audit Committee") if not a member of the Special Litigation Committee (or the next most senior member of the Audit Committee who is not a member of the Special Litigation Committee if the chairman of the Audit Committee is a member of the Special Litigation Committee (or the Chief Financial Officer of the Corporation if all members of the Audit Committee are members of the Special Litigation Committee)), but otherwise subject to the terms and conditions applicable under the Current Articles and Current Bylaws, including, without limitation, that subject to an undertaking by or on behalf of the Committee Member to repay such amount if it shall ultimately be determined by a final order of a court of competent jurisdiction that he is not entitled to be indemnified by the Corporation for such permitted items; and further

RESOLVED, that for their services on the Special Litigation Committee, each Committee Member shall be entitled to receive compensation as set forth on Schedule A (at the times specified therein), together, during the pendency of their service on the Special Litigation Committee, with prompt reimbursement of expenses reasonably incurred in connection with their service on the Special Litigation Committee; and further

General Enabling Resolutions

RESOLVED, that the Chairman, President and Chief Executive Officer, Executive Vice President and General Counsel and Secretary of the Corporation (each, a "proper officer" and collectively, the "proper officers") be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and its subsidiaries and under their corporate seals or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such

other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation and its subsidiaries to accomplish the purposes and to carry out the intent of the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers of the Corporation and its subsidiaries within the terms of the foregoing resolutions be, and the same hereby are, ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned, constituting all of the directors of the Corporation, waive all notices, evidence their approval of the foregoing actions and give their full ratification thereto as of the date first written above.

Directors

/s/ Charles W. Ergen
Charles W. Ergen, Chairman

/s/ Candy M. Ergen
Candy M. Ergen

/s/ James DeFranco
James DeFranco

/s/ David K. Moskowitz
David K. Moskowitz

/s/ Carl E. Vogel
Carl E. Vogel

/s/ Steven R. Goodbarn
Steven R. Goodbarn

/s/ Tom A. Ortolf
Tom A. Ortolf

/s/ George R. Brokaw
George R. Brokaw

/s/ Charles M. Lillis
Charles M. Lillis

/s/ Afshin Mohebbi
Afshin Mohebbi

Schedule "A"

Special Litigation Committee Compensation

Each Committee Member will be compensated \$5,000 per month while serving on the Special Litigation Committee; provided that, the Board of Directors shall review the amount of such compensation following the date that is five (5) months after the date of this consent.

EXHIBIT G

EXHIBIT G

JA017001

APP 90

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA**

THOMAS KRAKAUER,

Plaintiff,

v.

DISH NETWORK L.L.C.,

Defendant.

Case No. 1:14-CV-00333-CCE-JEP

**DISH NETWORK L.L.C.’S NOTICE OF APPEAL TO THE
U.S. COURT OF APPEALS FOR THE FOURTH CIRCUIT**

Notice is given that Defendant DISH Network L.L.C. (“DISH”) hereby appeals to the United States Court of Appeals for the Fourth Circuit from the judgment of the District Court entered in this action on April 5, 2018 (Doc. 439), and from any and all other judgments, orders, opinions, decisions, rulings, and findings of the district court prior thereto, subsidiary thereto, subsumed therein, or subsequent thereto, including, but in no way limited to the District Court orders granting class certification (Doc. 111), denying Defendant’s motion to dismiss or decertify on standing grounds (Doc. 218), trebling damages (Doc. 338), denying Defendant’s post-trial motions under Fed. R. Civ. P. 50(b) and 59 (Doc. 341), denying Defendant’s motion for judgment as a matter of law and remittitur (Doc. 370), and establishing post-trial procedures (Docs. 351, 441).

JA017002

Dated: May 4, 2018

Respectfully submitted,

By: /s/ Peter A. Bicks

Peter A. Bicks

Elyse D. Echtman

John L. Ewald

51 West 52nd Street

New York, NY 10019-6142

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pbicks@orrick.com

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jewald@orrick.com

/s/ Richard J. Keshian

Richard J. Keshian

North Carolina Bar No. 10681

KILPATRICK TOWNSEND & STOCKTON
LLP

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Winston-Salem, NC 27101

Telephone: (336) 607-7322

rkeshian@kilpatricktownsend.com

Attorneys for Defendant DISH Network L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that on May 4, 2018, I electronically filed the above document with the Clerk of Court using the CM/ECF system, which will send notifications of such filing to all counsel of record.

/s/ Peter A. Bicks

Peter A. Bicks

ORRICK, HERRINGTON & SUTCLIFFE LLP

51 West 52nd Street

New York, NY 10019-6142

Telephone: (212) 506-5000

pbicks@orrick.com

Attorney for Defendant DISH Network L.L.C.

JA017004

EXHIBIT H

EXHIBIT H

JA017005

APP 94

From: Erik Luedeke <ELuedeke@rgrdlaw.com>
Sent: Wednesday, August 22, 2018 2:20 PM
To: Burton, Emily; Muthu, Lakshmi; 'david@omaralaw.net'; Travis Downs; Benny Goodman; Timothy Lacombe; 'sugarman@sugarmansusskind.com'; 'pat@levertlaw.com'; Brian Robbins; 'kseely@robbinsarroyo.com'; Ashley Rifkin; 'Therzik@robbinsarroyo.com'; Tom Michaud
Cc: speak@hollandhart.com; Bob Cassity (BCassity@hollandhart.com); Flinn, Barr
Subject: RE: DISH DNC - Plumbers Local Union No. 519 Pension Trust Fund, et al. v. Ergen, et al., Case No. A-17-763397-B - Request for Interviews

Counsel,

The SLC's request to interview representatives of Plumbers Local Union No. 519 Pension Trust Fund and City of Sterling Heights Police and Fire Retirement System is premature and a waste of the SLC's time and resources. But even worse, this misguided and unwarranted fishing expedition comes at the expense of Dish, a Company that has already suffered enough as a result of the misdeeds of its directors.

The SLC's assignment here is straightforward. Dish co-founder and director, James DeFranco, has already testified that Dish's TCPA-compliance efforts did not change despite the assurances it made when entering into the Compliance Agreement. See Memorandum Opinion and Order at 15, *Krakauer v. Dish Network LLC.*, No. 14-cv-0333 (M.D.N.C. May 22, 2017) ("This is how we operated even prior to the agreement as it related to telemarketing."). And the North Carolina federal court agreed, finding the record to be "silent" as to Dish's TCPA-compliance efforts. *Id.* Thus, the SLC is tasked with determining what, if anything, each of the other eight Dish directors believe DeFranco got wrong and, if they now have a different story to tell, why they did not tell it during the North Carolina trial to help Dish avoid being slapped with treble damages.

Nonetheless, if the SLC still believes that interviews with representatives of Plaintiffs are warranted after it has interviewed DeFranco and each of his fellow Dish directors about the steps taken to bring Dish into TCPA-compliance, we will endeavor to make representatives available to you.

Regards,

Erik

From: Burton, Emily [mailto:EBurton@ycst.com]
Sent: Monday, August 20, 2018 12:21 PM
To: Muthu, Lakshmi; 'david@omaralaw.net'; Travis Downs; Benny Goodman; Erik Luedeke; Timothy Lacombe; 'sugarman@sugarmansusskind.com'; 'pat@levertlaw.com'; Brian Robbins; 'kseely@robbinsarroyo.com'; Ashley Rifkin; 'Therzik@robbinsarroyo.com'; Tom Michaud
Cc: speak@hollandhart.com; Bob Cassity (BCassity@hollandhart.com); Flinn, Barr
Subject: RE: DISH DNC - Plumbers Local Union No. 519 Pension Trust Fund, et al. v. Ergen, et al., Case No. A-17-763397-B - Request for Interviews

Counsel,

We have not received any response to the SLC's below request for interviews of plaintiffs. The SLC has a limited amount of time in which to complete its investigation and has numerous interviews to coordinate in that limited time period.

Please provide the plaintiffs' availability to be interviewed by the DISH SLC in the next few weeks, so that we can attempt to work your clients into the interview schedule.

Best,

Emily V. Burton, Partner ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street ■ Wilmington, DE 19801
P 302.571.6747 F 302.576.3746 ■ EBurton@ycst.com ■ www.youngconaway.com ■ [vCard](#)

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From: Muthu, Lakshmi
Sent: Tuesday, August 14, 2018 10:33 AM
To: 'david@omaralaw.net'; 'travisd@rgrdlaw.com'; 'bennyg@rgrdlaw.com'; 'eluedeke@rgrdlaw.com'; 'tlacomb@rgrdlaw.com'; 'sugarman@sugarmansusskind.com'; 'pat@levertlaw.com'; 'brobbins@robbinsarroyo.com'; 'kseely@robbinsarroyo.com'; 'arifkin@robbinsarroyo.com'; 'therzik@robbinsarroyo.com'; 'tmichaud@vmtlaw.com'
Cc: speek@hollandhart.com; Bob Cassity (BCassity@hollandhart.com); Flinn, Barr; Burton, Emily
Subject: DISH DNC - Plumbers Local Union No. 519 Pension Trust Fund, et al. v. Ergen, et al., Case No. A-17-763397-B - Request for Interviews

Counsel,

We write on behalf of the Special Litigation Committee of DISH Network Corporation (the "SLC") in connection with the above-referenced action. As part of its investigation, the SLC hereby requests interviews of representatives of plaintiffs most knowledgeable of the claims asserted in plaintiffs' consolidated shareholder derivative complaint dated January 12 2018. We request that you provide plaintiffs' availability for interviews in August.

We look forward to hearing from you soon.

Sincerely,
Lakshmi

Lakshmi A. Muthu, Associate ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
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P 302.576.3248 F 302-576-3413 ■ LMuthu@ycst.com ■ www.youngconaway.com ■ [vCard](#)

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EXHIBIT I

EXHIBIT I

JA017009

APP 98

DECL

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Robert J. Cassity, Esq. (9779)
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speek@hollandhart.com
bcassity@hollandhart.com

C. Barr Flinn (*Admitted pro hac vice*)
Emily V. Burton (*Admitted pro hac vice*)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street
Wilmington, DE 19801
Tel: (302) 571-6600
Fax: (302) 571-1253

*Attorneys for Special Litigation Committee of
Nominal Defendant DISH Network
Corporation*

DISTRICT COURT

CLARK COUNTY, NEVADA

PLUMBERS LOCAL UNION NO. 519
PENSION TRUST FUND and CITY OF
STERLING HEIGHTS POLICE AND FIRE
RETIREMENT SYSTEM, derivatively on
behalf of nominal defendant DISH
NETWORK CORPORATION,

Plaintiffs,

v.

CHARLES W. ERGEN; JAMES
DEFRANCO; CANTEY M. ERGEN;
STEVEN R. GOODBARN; DAVID
MOSKOWITZ; TOM A. ORTOLF; CARL
E. VOGEL; GEORGE R. BROKAW;
JOSEPH P. CLAYTON; and GARY S.
HOWARD,

Defendants,

DISH NETWORK CORPORATION, a
Nevada corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**DECLARATION OF
CHARLES LILLIS**

JA017010

1 I, Charles Lillis, pursuant to NRS 53.045, declare as follows:

2 1. I am over 18 years of age and am competent to testify to the matters set forth in
3 this declaration (the "Declaration").

4 2. I have personal knowledge of the matters set forth in this Declaration.

5 3. I submit this Declaration in support of the Motion for Summary Judgment
6 Deferring to Special Litigation Committee's Determination That the Claims Should Be
7 Dismissed (the "Motion to Defer"), which asks this Court to grant summary judgment (a)
8 deferring to the determination of the Special Litigation Committee (the "SLC"), described in
9 the DISH Network Corporation Report of the Special Litigation Committee dated November
10 27, 2018 (the "SLC Report"), that pursuit of the claims asserted in the Verified Consolidated
11 Shareholder Derivative Complaint (the "Complaint") would not be in the best interest of
12 nominal defendant DISH Network Corporation ("DISH") and (b) dismissing the Complaint.

13 **I. Expertise**

14 4. I joined DISH's board of directors (the "Board") effective November 5, 2013
15 and serve on the Audit Committee and the Compensation Committee of the DISH Board. I
16 previously served on the Nominating Committee of the DISH Board.

17 5. In addition to my directorship at DISH, I currently serve on the board of
18 directors of SomaLogic, Inc, a for-profit corporation. I have also been appointed by the
19 Governor of Oregon to serve as the Chair of the Board of Trustees of the University of Oregon,
20 which is a position that I continue to hold.

21 6. In the past, I have served on the boards of directors for Agilera, Inc., Ascent
22 Entertainment Group, Charter Communications, Inc. ("Charter") and various affiliates, Medco
23 Health Solutions, Inc., MediaOne Group, Inc. ("MediaOne"), On Command Corporation,
24 SUPERVALU Inc., Time Warner Entertainment Company, L.P., Williams Companies, Inc.,
25 and Washington Mutual Inc. and affiliated entities. Generally, I acted as an independent,
26 outside director for these companies. I have frequently served on audit and compensation
27 committees for these boards.

28

1 7. I have also been the Dean of the University of Colorado's college of business
2 and a professor at Washington State University. I served on the University of Washington
3 Business Advisory Board, the University of Washington Foundation Board, and the University
4 of Colorado Foundation Board.

5 8. I spent my career in the communications industry, serving as both an officer and
6 director as well as holding various academic positions related to my business expertise. I
7 joined US West Diversified Group ("US West") in 1985, and I held various senior
8 management positions, including as President of US West Diversified Group and Executive
9 Vice President of US West. I spent most of my career at MediaOne (a company listed on the
10 NYSE), which was initially a division of US West with its own tracking stock and which later
11 became an independent corporation when US West was spun off. From 1997 to 2000, I served
12 as the President, CEO, and Chair of the Board of MediaOne. In 2000, MediaOne was acquired
13 by AT&T.

14 9. After MediaOne's acquisition, in 2000, approximately twenty people who had
15 been employed by MediaOne worked together to form LoneTree Capital Partners
16 ("LoneTree"). LoneTree was a private equity firm specializing in the telecommunication,
17 broadband, and Internet technologies sector. Rick Post, Franck Eichler, and I were LoneTree's
18 principals. The other former MediaOne employees who helped to form LoneTree were
19 employees of LoneTree.

20 10. In 2004, I co-founded Castle Pines Capital LLC ("Castle Pines"). I was one of
21 the managing members of Castle Pines from 2004 until Castle Pines's acquisition by Wells
22 Fargo Bank, N.A. ("Wells Fargo") in 2011. Following Castle Pines acquisition, I acted as an
23 advisor to Wells Fargo for some time.

24 11. Prior to beginning my professional career, I earned a Bachelor of Arts and
25 Master of Business Administration from the University of Washington. Thereafter, I earned a
26 Doctor of Philosophy in business from the University of Oregon.

1 **II. Independence**

2 12. I meet the independence requirements of NASDAQ and SEC rules and
3 regulations with respect to my service on the DISH Board.

4 13. The compensation that I receive as a director of DISH is not financially material
5 to me. Moreover, while I am gratified to serve on DISH's Board, my DISH directorship is but
6 one position among many in my long career.

7 14. In my capacity as a director of DISH, I receive an annual retainer of \$60,000
8 which is paid in equal quarterly installments, \$1,000 for each Board meeting attended in person
9 and \$500 for each Board meeting attended by telephone. In total, I received \$71,500 for my
10 services as a director in 2017.

11 15. I have separately received \$5,000 per month from DISH for my service on the
12 SLC.

13 16. In connection with my election to the Board in 2013, I was granted an option to
14 acquire 7,500 Class A Shares of DISH at an exercise price of \$57.92 per share under DISH's
15 2001 Nonemployee Director Stock Option Plan (the "2001 Director Plan"). Pursuant to
16 DISH's 2001 Director Plan, DISH has discretion to grant me, as a continuing nonemployee
17 director, an option to acquire Class A Shares annually. Since joining the Board in 2013, I have
18 been granted the following options: (i) the option to acquire 5,000 Class A Shares at an
19 exercise price of \$72.89 per share (the option expires on January 1, 2020); (ii) 5,000 Class A
20 Shares at an exercise price of \$57.18 (the option to expire on January 1, 2021); and (iii) the
21 option to acquire 5,000 Class A Shares of DISH at an exercise price of \$57.93 (the option
22 expires on January 1, 2022). These options are not in the money, given DISH's current stock
23 price, which has been around \$30 per share recently. The options are fully vested.

24 17. I have no personal relationships with any of the named defendants that could or
25 did affect my ability to exercise my independent business judgment as a member of the SLC.
26 My relationships with Cantey Ergen, Charles Ergen, James DeFranco, David K. Moskowitz,
27 Tom A. Ortolf and Carl. E. Vogel have not materially changed since they were held to not
28 undermine my independence in *In re DISH Network Corp. Derivative Litigation*, Case No. A-

1 13-686775-B (Nev. Dist. Ct.). My relationship with Joseph P. Clayton changed only due to his
2 passing.

3 18. With respect to Steven R. Goodbarn and Gary S. Howard, who were not
4 defendants in the prior case, I have no personal or financial relationship other than our brief
5 joint service on the DISH Board before their departures.

6 19. I am fully capable of considering the claims asserted by the plaintiffs through
7 the exercise of my own independent business judgment, taking into account only the best
8 interests of DISH, and I have done so. I would not be willing to take an action that I viewed as
9 improper in order to retain my position on DISH's Board. My self-respect and my
10 longstanding reputation are far too important to cast aside my duties as an SLC Member.

11 **III. SLC Investigation**

12 20. As a member of the SLC, I and the other members of the SLC conducted in
13 good faith a thorough investigation of the claims of the Complaint. I did not prejudge any of
14 the claims or any of the matters under investigation. The SLC Report and the Motion to Defer
15 filed herewith accurately describe the procedures for and the scope of the SLC's investigation
16 in more detail than I address here.

17 21. With respect to each claim asserted in the Complaint, the SLC discussed with
18 our counsel the law that would determine whether DISH might prevail on that claim. The
19 SLC directed that all necessary legal analyses be performed. I reviewed the information
20 provided by the SLC's counsel. I also reviewed the briefing in connection with all of the
21 parties' motions to dismiss this action and considered the legal arguments made in such
22 briefing, including the arguments made by the plaintiffs.

23 22. With respect to each claim asserted, the SLC discussed what information would
24 be necessary to determine accurately the facts relevant to the claim. Then, with the guidance
25 of our counsel, we directed that the information be gathered and reviewed. The SLC received
26 all of the documents that it requested to the extent they existed.

27 23. Counsel to the SLC provided to me and the other SLC members for review a
28 subset of the documents analyzed by counsel, still consisting of thousands of pages of

1 documents, including numerous documents specifically requested by the SLC. I personally
2 reviewed the documents that I found most important to the investigation. Although I rely on
3 counsel to confirm the identity of each custodian from whom documents were collected and
4 the precise number of pages of documents reviewed, the SLC Report's description of
5 custodians and specific numbers of documents reviewed by the members of the SLC is
6 consistent with my recollection.

7 24. I and the other members of the SLC reviewed, discussed, and agreed upon a list
8 of persons for the SLC to interview and directed counsel to schedule the interviews.

9 25. The SLC obtained all of the interviews that it requested with two exceptions.
10 We were told that Joseph Clayton was unavailable for health reasons. And, the plaintiffs
11 refused to be interviewed.

12 26. I attended (in person or telephonically) and participated at all of the SLC's
13 interviews, except for the interviews of Brandon Ehrhart and DISH's third-party consultants
14 Kenneth Sponsler (PossibleNow) and Jason Waldron (KPMG) and a portion of the interview
15 of Cantey Ergen. Although counsel led the questioning at the interviews, I and the other SLC
16 members also asked questions that we felt needed to be answered. I reviewed the memoranda
17 prepared by counsel with respect to all of the interviews taken, including those that I was
18 unable to attend, both to understand the information learned and to confirm that the questions
19 that I had for the individuals had been addressed.

20 27. Each of my legal or factual questions was answered in the course of the
21 investigation.

22 28. The SLC met formally ten times over the course of our investigation primarily
23 to discuss (1) the information and legal advice that we had received, (2) what additional
24 information or advice we believed would be useful for our investigation, and (3) the future
25 steps necessary for the completion of our investigation.

26 **IV. The SLC's Report**

27 29. Over the last eight months, I estimate that I personally spent hundreds of hours
28 on the SLC's investigation.

1 30. At the close of the investigation, I reviewed several successive drafts of the SLC
2 Report. I asked questions on those drafts and provided comments, which counsel to the SLC
3 addressed to my satisfaction and/or implemented. The final SLC Report accurately reflects the
4 SLC's findings, analysis, and determinations. I agree with those findings and determinations.

5 31. My assessment of the merits of each of the claims asserted by the plaintiffs was
6 based on the relevant facts and law as well as my many years of business experience. I
7 reached that assessment based on my own good faith evaluation of the claims.

8 32. My concurrence in the SLC's decision that DISH not pursue litigation with
9 respect to any of the claims in the Complaint was not affected by anything other than what I
10 believe to be in the best interest of DISH and its stockholders.

11
12 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is
13 true and correct.

14
15 EXECUTED this 18th day of December, 2018 at CASTLE ROCK, CO.

16
17 
18 Charles Lillis

EXHIBIT J

EXHIBIT J

JA017017

APP 106

HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Phone: (702) 222-2500 ♦ Fax: (702) 669-4650

1 **DECL**

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3 Robert J. Cassity, Esq. (9779)
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6 Las Vegas, Nevada 89134
7 Tel: (702) 669-4600
8 Fax: (702) 669-4650
9 speak@hollandhart.com
10 bcassity@hollandhart.com

11 C. Barr Flinn (*Admitted pro hac vice*)
12 Emily V. Burton (*Admitted pro hac vice*)
13 YOUNG CONAWAY STARGATT & TAYLOR, LLP
14 Rodney Square, 1000 North King Street
15 Wilmington, DE 19801
16 Tel: (302) 571-6600
17 Fax: (302) 571-1253

18 *Attorneys for Special Litigation Committee of*
19 *Nominal Defendant DISH Network*
20 *Corporation*

21 **DISTRICT COURT**

22 **CLARK COUNTY, NEVADA**

23 PLUMBERS LOCAL UNION NO. 519
24 PENSION TRUST FUND and CITY OF
25 STERLING HEIGHTS POLICE AND FIRE
26 RETIREMENT SYSTEM, derivatively on
27 behalf of nominal defendant DISH
28 NETWORK CORPORATION,

Plaintiffs,

v.

CHARLES W. ERGEN; JAMES
DEFRANCO; CANTEY M. ERGEN;
STEVEN R. GOODBARN; DAVID
MOSKOWITZ; TOM A. ORTOLF; CARL
E. VOGEL; GEORGE R. BROKAW;
JOSEPH P. CLAYTON; and GARY S.
HOWARD,

Defendants,

DISH NETWORK CORPORATION, a
Nevada corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**DECLARATION OF
ANTHONY FEDERICO**

1 I, Anthony Federico, pursuant to NRS 53.045, declare as follows:

2 1. I am over 18 years of age and am competent to testify to the matters set forth in

3 this declaration (the “Declaration”).

4 2. I have personal knowledge of the matters set forth in this Declaration.

5 3. I submit this Declaration in support of the Motion for Summary Judgment

6 Deferring to Special Litigation Committee’s Determination That the Claims Should Be

7 Dismissed (the “Motion to Defer”), which asks this Court to grant summary judgment (a)

8 deferring to the determination of the Special Litigation Committee (the “SLC”), described in

9 the DISH Network Corporation Report of the Special Litigation Committee, dated November

10 27, 2018 (the “SLC Report”), that pursuit of the claims asserted in the Verified Consolidated

11 Shareholder Derivative Complaint (the “Complaint”) would not be in the best interest of

12 nominal defendant DISH Network Corporation (“DISH”) and (b) dismissing the Complaint.

13 **I. Expertise**

14 4. I joined the board of directors of EchoStar Corporation (“EchoStar”), an

15 affiliate of DISH, in May 2011 (effective June 2011) and currently serve on the Audit

16 Committee, Nominating Committee and Executive Compensation Committee of the EchoStar

17 board of directors (the “EchoStar Board”).

18 5. In addition to my service on the EchoStar Board, I have served on various

19 advisory and non-profit boards.

20 6. I bring technical and managerial expertise to the EchoStar Board.

21 7. I spent my career at the Xerox Corporation (“Xerox”). I began working at

22 Xerox in 1968. Since then, I held various product and general management positions, as well

23 as numerous engineering, solutions, information management and process re-engineering

24 positions of increasing seniority, including: Vice President/General Manager of Production

25 Solutions Businesses, Vice President of Technology for Production Systems, Vice

26 President/General Manager of Technology and Document Production Solutions, and Vice

27 President of Market To Collection and North American Information Management. In 1998, I

1 was appointed a Corporate Officer and Chief Engineer, a title I held until my retirement.
2 Additionally, in my last several years with Xerox, I served as Graphic Communications
3 Executive Liaison. I retired from Xerox in 2012.

4 8. While at Xerox, I led the internal development of many of Xerox's major
5 production products, including DocuPrint, DocuTech HLC, Nuvera, DocuTech and iGen3
6 (with DocuTech and iGen3 being the largest products launched at the time of their launching).
7 I hold over twenty patents and have been the recipient of the 1991 President's Award as well
8 as the 1991 Individual Excellence Award.

9 9. Prior to beginning my professional career, I earned a Bachelor of Science in
10 Mathematics and Electrical Engineering from the University of Rochester. I have done
11 graduate studies in these areas and computer science at the Rochester Institute of Technology
12 and have done General Management studies at Indiana and Harvard Universities.

13 II. Independence

14 10. I meet the independence requirements of NASDAQ and SEC rules and
15 regulations with respect to my service on the EchoStar Board.

16 11. The compensation that I receive as a director of EchoStar is not financially
17 material to me. In my capacity as a director of EchoStar, I receive an annual retainer of
18 \$60,000 which is paid in equal quarterly installments, \$1,000 for each EchoStar Board
19 meeting attended in person, and \$500 for each EchoStar Board meeting attended by
20 telephone. I received \$70,000 for my services as a director in 2017.

21 12. I have separately received \$5,000 per month from DISH for my service on the
22 SLC.

23 13. Pursuant to EchoStar's 2008 Nonemployee Director Stock Option Plan and
24 EchoStar's 2017 Nonemployee Director Stock Option Plan, I was granted certain options to
25 acquire Class A Shares of EchoStar. As of December 31, 2017, my outstanding options
26 included the following: (i) options to acquire 5,000 Class A Shares of EchoStar at an exercise
27 price of \$39.11 per share (the options expired on June 30, 2018); (ii) options to acquire 5,000
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1 Class A Shares of EchoStar at an exercise price of \$52.50 per share (the options expire on
2 January 1, 2020); (iii) options to acquire 5,000 Class A Shares of EchoStar at an exercise
3 price of \$49.29 per share (the options expire on July 1, 2020); (iv) options to acquire 5,000
4 Class A Shares of EchoStar at an exercise price of \$39.69 per share (the options expire on
5 July 1, 2021) and; (v) options to acquire 5,000 Class A Shares of EchoStar at an exercise price
6 of \$60.70 per share (the options expire on July 1, 2022). Most of these options are not in the
7 money, given EchoStar's current stock price, which has been around \$40 per share recently.
8 The options are fully vested. Their value is not material in the context of my overall net
9 worth.

10 14. I have no personal relationships with any of the named defendants that could or
11 did affect my ability to exercise my independent business judgment as a member of the SLC.
12 I have no personal or financial relationship with any named defendant other than service on
13 the EchoStar Board with Charles Ergen, David Moskowitz (in 2011 and 2012) and Tom
14 Ortolf.

15 15. I am fully capable of considering the claims asserted by plaintiffs through the
16 exercise of my own independent business judgment, taking into account only the best interests
17 of DISH, and I have done so. I would not be willing to take an action that I viewed as
18 improper in order to retain my position on the EchoStar Board. My integrity and my
19 reputation for integrity are far too important to cast aside my duties as an SLC Member.

20 **III. SLC Investigation**

21 16. As a member of the SLC, I and the other members of the SLC conducted in
22 good faith a thorough investigation of the claims of the Complaint. I did not prejudge any of
23 the claims or any of the matters under investigation. The SLC Report and the Motion to Defer
24 filed herewith accurately describe the procedures for and the scope of the SLC's investigation
25 in more detail than I address here.

26 17. With respect to each claim asserted in the Complaint, the SLC discussed with
27 our counsel the law that would determine whether DISH might prevail on the claim. The SLC
28

1 directed that all necessary legal analyses be performed. I reviewed the information provided
2 by the SLC's counsel. I also reviewed the briefing in connection with all of the parties'
3 motions to dismiss this action and considered the legal arguments made in such briefing,
4 including the arguments made by the plaintiffs.

5 18. With respect to each claim asserted, the SLC discussed what information
6 would be necessary to determine accurately the facts relevant to the claim. Then, with the
7 guidance of our counsel, we directed that the information be gathered and reviewed. The SLC
8 received all of the documents that it requested to the extent they existed.

9 19. Counsel to the SLC provided to me and the other SLC members for review a
10 subset of the documents analyzed by counsel, still consisting of thousands of pages of
11 documents, including numerous documents specifically requested by the SLC. I personally
12 reviewed the documents that I found most important to the investigation. Although I rely on
13 counsel to confirm the identity of each custodian from whom documents were collected and
14 the precise number of pages of documents reviewed, the SLC Report's description of
15 custodians and specific numbers of documents reviewed by the members of the SLC is
16 consistent with my recollection.

17 20. I and the other members of the SLC reviewed, discussed, and agreed upon a
18 list of persons for the SLC to interview and directed counsel to schedule the interviews.

19 21. The SLC obtained all of the interviews that it requested with two exceptions.
20 We were told that Joseph Clayton was unavailable for health reasons. And, the plaintiffs
21 refused to be interviewed.

22 22. I attended (in person or telephonically) and participated in all of the SLC's
23 interviews, except for the interview of Brandon Ehrhart. Although counsel led the
24 questioning at the interviews, I and the other SLC members also asked questions that we felt
25 needed to be answered. I reviewed the memoranda prepared by counsel with respect to all of
26 the interviews taken, including the one that I was unable to attend, both to understand the
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1 information learned and to confirm that the questions that I had for the individuals had been
2 addressed.

3 23. Each of my legal or factual questions was answered in the course of the
4 investigation.

5 24. The SLC met formally ten times over the course of our investigation primarily
6 to discuss (1) the information and legal advice that we had received, (2) what additional
7 information or advice we believed would be useful for our investigation, and (3) the future
8 steps necessary for the completion of our investigation.

9 **IV. The SLC's Report**

10 25. Over the last eight months, I estimate that I personally spent hundreds of hours
11 on the SLC's investigation.

12 26. At the close of the investigation, I reviewed several successive drafts of the
13 SLC Report. I asked questions on those drafts and provided comments, which counsel to the
14 SLC addressed to my satisfaction and/or implemented. The final SLC Report accurately
15 reflects the SLC's findings, analysis and determinations. I agree with those findings and
16 determinations.

17 27. My assessment of the merits of each of the claims asserted by the plaintiffs was
18 based on the relevant facts and law as well as my many years of business experience. I
19 reached that assessment based on my own good faith evaluation of the claims.

20 28. My concurrence in the SLC's decision that DISH not pursue litigation with
21 respect to any of the claims in the Complaint was not affected by anything other than what I
22 believe to be in the best interest of DISH and its stockholders.

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Las Vegas, NV 89134
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01:23975432.1

1 I declare under penalty of perjury under the law of the State of Nevada that the
2 foregoing is true and correct.

3
4 EXECUTED this 18 th day of December, 2018 at Osprey, FL.

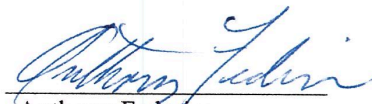
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7 Anthony Federico
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EXHIBIT K

EXHIBIT K

JA017025

APP 114

HOLLAND & HART LLP
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1 **DECL**
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15 Wilmington, DE 19801
16 Tel: (302) 571-6600
17 Fax: (302) 571-1253

18 *Attorneys for Special Litigation Committee of*
19 *Nominal Defendant DISH Network*
20 *Corporation*

DISTRICT COURT

CLARK COUNTY, NEVADA

21 PLUMBERS LOCAL UNION NO. 519
22 PENSION TRUST FUND and CITY OF
23 STERLING HEIGHTS POLICE AND FIRE
24 RETIREMENT SYSTEM, derivatively on
25 behalf of nominal defendant DISH
26 NETWORK CORPORATION,
27

Plaintiffs,

v.

28 CHARLES W. ERGEN; JAMES
29 DEFRANCO; CANTEY M. ERGEN;
30 STEVEN R. GOODBARN; DAVID
31 MOSKOWITZ; TOM A. ORTOLF; CARL
32 E. VOGEL; GEORGE R. BROKAW;
33 JOSEPH P. CLAYTON; and GARY S.
34 HOWARD,

Defendants,

35 DISH NETWORK CORPORATION, a
36 Nevada corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**DECLARATION OF
GEORGE BROKAW**

1 I, George Brokaw, pursuant to NRS 53.045, declare as follows:

2 1. I am over 18 years of age and am competent to testify to the matters set forth in
3 this declaration (the “Declaration”).

4 2. I have personal knowledge of the matters set forth in this Declaration.

5 3. I submit this Declaration in support of the Motion for Summary Judgment
6 Deferring to Special Litigation Committee’s Determination That the Claims Should Be
7 Dismissed (the “Motion to Defer”), which asks this Court to grant summary judgment (a)
8 deferring to the determination of the Special Litigation Committee (the “SLC”), described in
9 the DISH Network Corporation Report of the Special Litigation Committee dated November
10 27, 2018 (the “SLC Report”), that pursuit of the claims asserted in the Verified Consolidated
11 Shareholder Derivative Complaint (the “Complaint”) would not be in the best interest of
12 nominal defendant DISH Network Corporation (“DISH”) and (b) dismissing the Complaint.

13 **I. Expertise**

14 4. I joined DISH’s board of directors (the “Board”) effective October 7, 2013. I
15 currently serve as chair of the Compensation Committee, and I am a member of the Audit
16 Committee and Nominating Committee. I previously served as the chair of the Nominating
17 Committee.

18 5. I have worked in the finance industry for two decades, including as a managing
19 director and managing partner of investment banking and private equity firms. I have also
20 served on the boards of directors of multiple companies.

21 6. I currently manage my family’s assets through a private office. In addition to
22 serving on the Board of DISH, I also serve on the boards of directors of Alico, Inc,
23 Consolidated Tomoka, Inc. and Modern Media Acquisition Corp., for-profit corporations, and
24 on the board of directors of the French American Foundation, a not-for-profit organization.

25 7. In the past, I have served on the boards of directors for North American
26 Construction Group, North American Energy Partners Inc., Capital Business Credit LLC,
27 Exclusive Resorts, LLC, Ovation LLC, Timberstar Southwest LLC, and Value Place Holdings

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1 LLC. In some cases, I served as a director as a result of an investment made by capital that I
2 managed. In other cases, I served as an outside director for these companies.

3 8. I began my finance career as an associate at Dillon Read Capital Management
4 in 1994. In 1996, I joined Lazard Frères & Co. LLC (“Lazard”), where I became a Managing
5 Director. Thereafter, I served as a Managing Partner and Head of Private Equity at Perry
6 Capital, L.L.C. for six years and a Managing Director at Highbridge Capital Management,
7 LLC for one year.

8 9. Prior to beginning my professional career, I earned a Bachelor of Arts from
9 Yale University and a Master of Business Administration and a Juris Doctor from the
10 University of Virginia. I am admitted to the New York Bar.

11 **II. Independence**

12 10. The Board benefits from my extensive background in finance, particularly
13 M&A.

14 11. I meet the independence requirements of NASDAQ and SEC rules and
15 regulations with respect to my service on the DISH Board.

16 12. The compensation that I receive as a director of DISH is not financially
17 material to me. In my capacity as a director of DISH, I receive an annual retainer of \$60,000
18 which is paid in equal quarterly installments, \$1,000 for each Board meeting attended in
19 person, and \$500 for each Board meeting attended by telephone. I also receive a \$5,000
20 annual retainer for my service as the chair of the Compensation Committee of DISH’s
21 Board. I received \$77,000 for my services as a director in 2017.

22 13. I have separately received \$5,000 per month from DISH for my service on the
23 SLC.

24 14. In connection with my election to the Board in 2013, I was granted an option to
25 acquire 7,500 Class A Shares of DISH at an exercise price of \$57.92 per share under DISH’s
26 2001 Nonemployee Director Stock Option Plan (the “2001 Director Plan”). Pursuant to
27 DISH’s 2001 Director Plan, DISH has discretion to grant me, as a continuing nonemployee

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1 director, an option to acquire Class A Shares annually. Since joining the Board in 2013, I
2 have been granted the following options: (i) the option to acquire 5,000 Class A Shares at an
3 exercise price of \$72.89 per share (the option expires on January 1, 2020); (ii) 5,000 Class A
4 Shares at an exercise price of \$57.18 (the option to expire on January 1, 2021); and (iii) the
5 option to acquire 5,000 Class A Shares of DISH at an exercise price of \$57.93 (the option
6 expires on January 1, 2022). These options are not in the money, given DISH's current stock
7 price, which has been around \$30 per share recently. The options are fully vested.

8 15. My personal relationships with the Ergens did not and would not affect my
9 ability to exercise my independent business judgment as a member of the SLC.

10 16. Mrs. Ergen falls within my and my family's wide general social circle. Mrs.
11 Ergen is my son's godmother. My son has three godparents. Our tradition is to have two
12 godparents of the child's gender and one godparent of the opposite gender for the child. I
13 chose my son's two godfathers; my wife chose my son's one godmother. My wife chose Mrs.
14 Ergen to be my son's godmother because Mrs. Ergen grew up with and remains a friend of my
15 mother-in-law; I supported her decision. My wife is from Australia and did not have an
16 established network of old friends in this country when she picked Mrs. Ergen to be our son's
17 godmother. When our daughter was born, my wife selected two different women to be our
18 daughter's godmothers, and I selected our daughter's one godfather. As she does with other
19 friends, my wife speaks with Mrs. Ergen from time to time by telephone. To my knowledge,
20 Mrs. Ergen has never visited New York specifically to see my family. But, when Mrs. Ergen
21 is in New York, she will sometimes visit our family in the course of her trip. My recollection
22 is that Mrs. Ergen visits my family about once or twice a year. My family, with the possible
23 exception of my wife, has never taken a trip to Colorado in order to visit Mrs. Ergen (or Mr.
24 Ergen), but when we are in Colorado to ski, we may also visit Mrs. Ergen. Due to his
25 schedule, Mr. Ergen is rarely involved in these visits.

26 17. My relationship with Mr. Ergen is almost entirely focused on business. I first
27 interacted with Mr. Ergen more than a decade ago, while at Lazard, representing a Lazard
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1 client. Lazard was engaged to assist in sorting out a joint venture between the client and
2 DISH. Thus, I was adverse to DISH in that engagement. Since then, Mr. Ergen has called
3 occasionally, and I have provided free professional advice. These conversations began before
4 I married my wife and had nothing to do with my mother-in-law's friendship with Mrs. Ergen.

5 18. My most significant business discussion with Mr. Ergen, before I joined the
6 DISH Board, was in February of 2013, when I had a general discussion with Mr. Ergen
7 concerning DISH's strategic options related to acquisition activity at that time. I understand
8 that this conversation may have led most directly to Mr. Ergen asking me to join DISH's
9 Board.

10 19. Neither the social connection between my family and Mrs. Ergen nor my
11 business interactions with Mr. Ergen is akin to the relationship of close relatives. I might
12 consider the Ergens to be friends, but I take seriously my responsibilities as a fiduciary of
13 DISH. I would never put the Ergens' interests ahead of my fiduciary duties, that is to say,
14 ahead of the interests of DISH and its minority stockholders. Thus, I did not and I would not
15 take the Ergens' personal interests into account in deciding whether DISH should pursue
16 claims against them or any other person named a defendant in the Complaint. If I had
17 concluded that it would have been in DISH's best interest to pursue claims against the Ergens
18 or anyone else, I would have recommended that the claims be pursued and taken appropriate
19 action as a director of DISH to see that DISH's best interests were served.

20 20. I have no personal or financial relationship with any other named defendant
21 other than our previous or current joint service on the DISH Board.

22 21. I have been fully capable of considering the claims asserted by the plaintiffs
23 through the exercise of my own independent business judgment, taking into account only the
24 best interests of DISH, and I have done so.

25 22. I would not be willing to take an action that I viewed as improper in order to
26 retain my position on DISH's Board. Not only would doing so be a violation of my own
27 integrity, but it would harm my credentials as a capital manager. Capital managers are often

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1 expected to abide by fiduciary duties. Any breach of my fiduciary duties to DISH would
2 reflect on my ability to manage funds. My integrity and my reputation for integrity are far too
3 important to cast aside by breaching my fiduciary duties to DISH and its minority
4 stockholders.

5 23. I would not hesitate to resign from the DISH Board or the SLC if I felt that I
6 could not serve on the DISH Board in an independent manner or if I felt that I could not carry
7 out my duties in the SLC due to a conflict of interest. In any event, nothing alleged in the
8 Complaint nor identified in the SLC's investigation presented such a conflict in my view.

9 **III. SLC Investigation**

10 24. As a member of the SLC, I and the other members of the SLC conducted in
11 good faith a thorough investigation of the claims of the Complaint. I did not prejudge any of
12 the claims or any of the matters under investigation.

13 25. Although I joined the other defendants' motion to dismiss the Complaint,
14 which was filed on February 26, 2018, I sought dismissal primarily on the basis that I was not
15 on the DISH Board at the time of the events leading to the judgments entered in the
16 underlying *Krakauer v. DISH Network, LLC* and *United States v. DISH Network, LLC*
17 matters, which judgments imposed the damages at issue in this case.

18 26. The SLC Report and the Motion to Defer filed herewith accurately describe the
19 procedures for and the scope of the SLC's investigation in more detail than I address here.

20 27. With respect to each claim asserted in the Complaint, the SLC discussed with
21 counsel the law that would determine whether DISH might prevail on that claim. The SLC
22 directed that all necessary legal analyses be performed. I reviewed the information provided
23 by the SLC's counsel. I also reviewed the briefing in connection with all of the parties'
24 motions to dismiss this action and considered the legal arguments made in such briefing,
25 including the arguments made by the plaintiffs.

26 28. With respect to each claim asserted, the SLC discussed what information
27 would be necessary to determine accurately the facts relevant to the claim. Then, with the
28

1 guidance of our counsel, we directed that the information be gathered and reviewed. The SLC
2 received all of the documents that it requested to the extent they existed.

3 29. Counsel to the SLC provided to me and the other SLC members for review a
4 subset of the documents analyzed by counsel, still consisting of thousands of pages of
5 documents, including numerous documents specifically requested by the SLC. I personally
6 reviewed the documents that I found most important to the investigation. Although I rely on
7 counsel to confirm the identity of each custodian from whom documents were collected and
8 the precise number of pages of documents reviewed, the SLC Report's description of
9 custodians and specific numbers of documents reviewed by the members of the SLC is
10 consistent with my recollection.

11 30. I and the other members of the SLC reviewed, discussed, and agreed upon a
12 list of persons for the SLC to interview and directed counsel to schedule the interviews.

13 31. The SLC obtained all of the interviews that it requested with two exceptions.
14 We were told that Joseph Clayton was unavailable for health reasons. And, the plaintiffs
15 refused to be interviewed.

16 32. I attended (in person or telephonically) and participated in all of the SLC's
17 interviews, except for the interview of Steven Goodbarn, the interview of certain DISH
18 employees – specifically Brandon Ehrhart, Brett Kitei, Jeffrey Blum, and Reji Musso, and
19 portions of the interviews of David Moskowitz and Cantey Ergen. Although counsel led the
20 questioning at the interviews, I and the other SLC members also asked questions that we felt
21 needed to be answered. I reviewed the memoranda prepared by counsel with respect to all of
22 the interviews taken, including those that I was unable to attend, both to understand the
23 information learned and to confirm that the questions that I had for the individuals had been
24 addressed.

25 33. Each of my legal or factual questions was answered in the course of the
26 investigation.

27

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1 34. The SLC met formally ten times over the course of our investigation primarily
2 to discuss (1) the information and legal advice that we had received, (2) what additional
3 information or advice we believed would be useful for our investigation, and (3) the future
4 steps necessary for the completion of our investigation.

5 **IV. The SLC's Report**

6 35. Over the last eight months, I estimate that I personally spent hundreds of hours
7 on the SLC's investigation.

8 36. At the close of the investigation, I reviewed several successive drafts of the
9 SLC Report. I asked questions on those drafts and provided comments, which counsel to the
10 SLC addressed to my satisfaction and/or implemented. The final SLC Report accurately
11 reflects the SLC's findings, analysis and determinations. I agree with those findings and
12 determinations.

13 37. My assessment of the merits of each of the claims asserted by the plaintiffs was
14 based on the relevant facts and law as well as my many years of business experience. I
15 reached that assessment based on my own good faith evaluation of the claims.

16 38. My concurrence in the SLC's decision that DISH not pursue litigation with
17 respect to any of the claims in the Complaint was not affected by anything other than what I
18 believe to be in the best interest of DISH and its stockholders.

19
20 I declare under penalty of perjury under the law of the State of Nevada that the
21 foregoing is true and correct.

22
23 EXECUTED this 18th day of December, 2018 at New York, NY


24
25 
26 George Brokaw

EXHIBIT L

EXHIBIT L

JA017034

APP 123

HOLLAND & HART LLP
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Las Vegas, NV 89134
Phone: (702) 222-2500 ♦ Fax: (702) 669-4650

1 **DECL**
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17 Fax: (302) 571-1253
18 *Attorneys for Special Litigation Committee of*
19 *Nominal Defendant DISH Network*
20 *Corporation*
21 **DISTRICT COURT**
22 **CLARK COUNTY, NEVADA**
23 PLUMBERS LOCAL UNION NO. 519
24 PENSION TRUST FUND and CITY OF
25 STERLING HEIGHTS POLICE AND FIRE
26 RETIREMENT SYSTEM, derivatively on
27 behalf of nominal defendant DISH
28 NETWORK CORPORATION,

Plaintiffs,

v.

CHARLES W. ERGEN; JAMES
DEFRANCO; CANTEY M. ERGEN;
STEVEN R. GOODBARN; DAVID
MOSKOWITZ; TOM A. ORTOLF; CARL
E. VOGEL; GEORGE R. BROKAW;
JOSEPH P. CLAYTON; and GARY S.
HOWARD,

Defendants,

DISH NETWORK CORPORATION, a
Nevada corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**DECLARATION OF
J. STEPHEN PEEK, ESQ.**

Hearing Date:
Hearing Time:

1 I, J. Stephen Peek, pursuant to NRS 53.045, declare as follows:

2 1. I have personal knowledge of the matters set forth in this Declaration.

3 2. I am a partner at the law firm of Holland & Hart LLP (“Holland & Hart”).
4 Holland & Hart is recognized by its peers and clients as one of the premier law firms in Nevada,
5 with a strong focus on its corporate governance litigation practice.

6 3. Along with my partner, Robert J. Cassity, and other colleagues, I serve as
7 counsel to the Special Litigation Committee (the “SLC”) of the board of directors (the “Board”)
8 of DISH Network Corporation (“DISH”) in the above-captioned litigation (the “Nevada
9 Litigation”). The SLC has investigated the claims asserted by the Plaintiffs in the Verified
10 Consolidated Shareholder Derivative Complaint (the “Complaint”) filed in the Nevada
11 Litigation on January 12, 2018.

12 4. Holland & Hart, LLP is one of the largest law firms in the Mountain West
13 region, with over 430 attorneys in 15 offices. The firm represents a wide range of prominent
14 clients on cutting edge legal issues and focuses upon creating superior legal product and
15 delivering innovative legal service tailored to the needs of its clients.

16 5. I practice primarily in the areas of commercial and business litigation and have
17 represented a variety of national, regional, and local companies, including hotel-casinos
18 financial institutions, gaming manufacturers, and suppliers, developers, and contractors in
19 matters ranging from construction lien to securities litigation to labor and employment as well
20 as serving as counsel for other Special Litigation Committees of public companies. I have over
21 46 years of experience practicing law in Nevada. I have been ranked Band One in Commercial
22 Litigation by Chambers USA, an independent organization ranking lawyers and law firms, as
23 one of Nevada’s top attorneys. I am also included in The Best Lawyers of America and
24 identified by it as a “Bet the Company” trial lawyer, Super Lawyers, Benchmark and In
25 Business Las Vegas’ Who’s Who of Las Vegas. My experience includes multiple prior
26 representations of special litigation committees of Nevada corporations.

27 6. I have tried more than 35 jury trials in my career. In addition to my trial
28

1 experience, I have argued numerous cases before the Nevada Supreme Court and the Ninth
2 Circuit Court of Appeals.

3 7. My colleague, Robert J. Cassity, is a partner at Holland & Hart who practices
4 primarily in the area of commercial litigation. He represents a wide variety of business clients,
5 including financial institutions, hotel/casinos, technology firms, land developers, commercial
6 firms and business owners (including directors and officers) in all manner of commercial
7 disputes. He has been included in The Best Lawyers in America, Litigation – Banking and
8 Finance (2016-2019) and by Mountain States Super Lawyers as a Rising Star in Business
9 Litigation (2012-2018). Mr. Cassity has also acted as counsel to special litigation committees
10 on multiple prior occasions.

11 8. In this litigation, Holland & Hart used its expertise in both Nevada corporate and
12 shareholder litigation to advise the SLC with respect to the SLC's investigation of the claims
13 asserted by Plaintiffs in the Complaint. Among other things, over the past eight months Holland
14 & Hart, working with co-counsel Young Conaway Stargatt & Taylor LLP, assisted in the
15 review of more than 44,000 documents and provided legal advice to the SLC regarding the
16 SLC's fiduciary duties, best practices for SLC investigations, and the legal issues surrounding
17 Plaintiffs' claims and DISH's hypothetical claims.

18 9. The SLC retained Holland & Hart as counsel in April 2018. Before Holland &
19 Hart undertook this representation, it performed a conflicts of interest check and determined that
20 Holland & Hart was independent of Charles Ergen, Mr. Clayton, Mr. DeFranco, Mrs. Ergen,
21 Mr. Goodbarn, Mr. Moskowitz, Mr. Vogel, DISH, and EchoStar. Holland & Hart does not
22 represent and has not previously represented Messrs. Brokaw and Ortolf except in their capacity
23 as independent special committee members. Holland & Hart has undertaken representations
24 adverse to Charles Ergen, DISH, and/or EchoStar over 22 times in the past.

25 10. Holland & Hart has performed legal services to DISH or related parties (as
26 opposed to special committees of DISH that have been independent of DISH's management and
27 controlling stockholder) in only two small matters, which have been closed. One matter
28

1 involved tax advice provided to DISH and EchoStar that resulted in fees of \$3,431. The other
2 matter involved providing tax and estate planning advice to an attorney representing the Ergens
3 in 2009 that resulted in fees of \$6,385.50. None of the attorneys principally responsible for
4 advising the SLC were involved in these prior representations.

5 11. Holland & Hart previously represented George Brokaw, Charles Lillis and Tom
6 Ortolfo in their capacity as members of an independent special litigation committee of DISH in
7 *In re DISH Network Corp. Derivative Litigation*, Case No. A-13-686775-B (“*Jacksonville*”).
8 That special litigation committee was found to be independent by this Court and the Supreme
9 Court in that matter.

10 12. Holland & Hart has not previously represented Anthony Federico (aside from its
11 representation of the members of the SLC in this matter).

12 13. Throughout the SLC’s investigation, Holland & Hart has always been
13 independent of the Defendants in the Nevada Litigation, save for George Brokaw in his capacity
14 as a member of the SLC.

15 I declare under penalty of perjury that the foregoing is true and correct.

16 Executed this 19th day of December 2018.

17
18 /s/ J. Stephen Peek
J. Stephen Peek, Esq.

EXHIBIT M

EXHIBIT M

1 **DECL**

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17 Fax: (302) 571-1253

18 *Attorneys for Special Litigation Committee of*
19 *Nominal Defendant DISH Network*
20 *Corporation*

21 **DISTRICT COURT**
22 **CLARK COUNTY, NEVADA**

23 PLUMBERS LOCAL UNION NO. 519
24 PENSION TRUST FUND and CITY OF
25 STERLING HEIGHTS POLICE AND FIRE
26 RETIREMENT SYSTEM, derivatively on
27 behalf of nominal defendant DISH
28 NETWORK CORPORATION,

Plaintiffs,

v.

CHARLES W. ERGEN; JAMES
DEFRANCO; CANTEY M. ERGEN;
STEVEN R. GOODBARN; DAVID
MOSKOWITZ; TOM A. ORTOLF; CARL
E. VOGEL; GEORGE R. BROKAW;
JOSEPH P. CLAYTON; and GARY S.
HOWARD,

Defendants,

DISH NETWORK CORPORATION, a
Nevada corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**DECLARATION OF
C. BARR FLINN**

1 I, C. Barr Flinn, pursuant to NRS 53.045, declare as follows:

2 1. I am over 18 years of age and am competent to testify to the matters set forth in
3 this declaration ("Declaration").

4 2. I have personal knowledge of the matters set forth in this Declaration.

5 3. I am a partner at the law firm of Young Conaway Stargatt & Taylor, LLP
6 ("Young Conaway"), a firm based in Delaware. Young Conaway is a 102 lawyer firm,
7 recognized by its peers and clients as one of the premiere law firms in Delaware, with a strong
8 focus on its corporate governance and bankruptcy practices.

9 4. Along with Holland & Hart LLP and my colleagues, including my partner
10 Emily V. Burton, I serve as counsel to the Special Litigation Committee (the "SLC") of the
11 board of directors (the "Board") of DISH Network Corporation ("DISH") in the above-
12 captioned litigation (the "Nevada Litigation"). The SLC has investigated the claims asserted
13 by Plaintiffs in the Verified Consolidated Shareholder Derivative Complaint (the "Complaint")
14 filed in the Nevada Litigation.

15 **I. Expertise**

16 5. Young Conaway has a substantial depth of experience in corporate law and
17 special committee investigations, among other practice areas. As a premiere law firm in
18 Delaware, where over 50% of Fortune 500 corporations are incorporated, Young Conaway
19 regularly represents publicly-traded companies and boards of directors of publicly-traded
20 companies in significant litigation. Furthermore, Young Conaway regularly serves as counsel
21 to independent special committees of boards of directors.

22 6. I have been a partner at Young Conaway for eighteen years. My practice
23 concentrates on corporate litigation and representation of special committees. Among other
24 matters, I have handled prominent special committee investigations, including several
25 confidential matters and an investigation by a committee of the board of directors of the
26 Financial Industry Regulatory Authority ("FINRA") concerning whether FINRA should assert
27 claims against its existing and former directors based upon FINRA's 2008-2009 investment
28

1 losses and compensation practices. Since 2009, I have been recognized for my work in the
2 area of Mergers & Acquisitions Litigation by The Best Lawyers in America.

3 7. My colleague, Emily V. Burton has practiced at Young Conaway for nine years.
4 Before that, she was a clerk for the Delaware Supreme Court. Her practice concentrates on
5 corporate litigation, including the representation of special committees and corporate
6 governance matters. She has represented multiple special litigation committees in the past,
7 including the committees in *In re MIG, Inc.*, Case No. 09-12118 (KG) (Bankr. D. Del.) and *In*
8 *re Sand Spring Capital III, LLC, et al.*, Case No. 11-13393 (BLS) (Bankr. D. Del.).

9 8. Together, Ms. Burton and I represented an independent special litigation
10 committee of DISH in *In re DISH Network Corp. Deriv. Litig.*, No. A-13-686775-B (Nev.
11 Dist. Ct.) (“*Jacksonville*”). Specifically, the special litigation committee in *Jacksonville* was
12 composed of Charles Lillis, George Brokaw and Tom Ortolf and was found to be independent
13 by this Court. *Jacksonville*, 2015 WL 13643897, at *16 (Nev. Dist. Ct. Sept. 18, 2015), *aff’d*,
14 401 P.3d 1081 (Nev. 2017).

15 9. In representing the SLC, Young Conaway used its expertise in corporate law to
16 advise the SLC with respect to the SLC’s investigation of the claims asserted by Plaintiffs in
17 the Complaint. Among other tasks, over the past eight months, Young Conaway, working with
18 Holland & Hart LLP, reviewed more than 44,000 documents and reviewed opinions,
19 testimony, briefing, and hearing transcripts from the Underlying DNC Actions.¹ Young
20 Conaway also provided legal advice to the SLC regarding the SLC’s fiduciary duties, best
21 practices for SLC investigations, and the legal issues surrounding Plaintiffs’ claims.

22 II. Independence

23 10. The SLC retained Young Conaway as counsel in April 2018. Before Young
24 Conaway undertook this representation, it performed a search for conflicts of interest based
25 upon the defendants named in the Complaint and determined that Young Conaway was
26 independent of Mr. Ergen, Mr. DeFranco, Mrs. Ergen, Mr. Goodbarn, Mr. Moskowitz, Mr.

27 ¹ Terms not defined herein shall have the meaning ascribed to them in the DISH Network
28 Corporation Report of the Special Litigation Committee dated November 27, 2018.

1 Ortolf, Mr. Vogel, Mr. Brokaw, Mr. Clayton, Mr. Howard, DISH, and EchoStar. Young
2 Conaway does not represent and has not previously represented Mr. Ergen, Mr. Clayton, Mr.
3 DeFranco, Mrs. Ergen, Mr. Goodbarn, Mr. Moskowitz or Mr. Vogel. Young Conaway also
4 does not and has not previously represented Mr. Ortolf or Mr. Brokaw (except in connection
5 with their membership of independent special committees of DISH).

6 11. In the last ten years, Young Conaway has represented DISH (as opposed to
7 special committees of DISH that have been independent of DISH's management and
8 controlling stockholder) or Echostar Corporation ("Echostar") in only minor matters: In the
9 last ten years, due to the frequency of intellectual property litigation in Delaware and Young
10 Conaway's prominence in Delaware, Young Conaway has had four minor engagements as
11 local, Delaware counsel on behalf of DISH or EchoStar. Young Conaway has represented
12 these companies solely as Delaware counsel in each of these matters. None of the attorneys
13 principally responsible for advising the SLC were involved in these prior representations.
14 These four representations collectively resulted in legal fees amounting to approximately
15 \$45,000, an amount that is not material to Young Conaway.

16 12. Also, in the last ten years, Young Conaway has been involved in several
17 bankruptcy matters in which (a) Young Conaway represented the debtor and (b) DISH or
18 Echostar has been involved to some degree in the administration of the bankruptcy case.

19 13. Young Conaway has been involved in matters in which DISH's adversity to
20 Young Conaway's client played a minor role. For example, Young Conaway represented
21 debtors in a bankruptcy where the resolution of DISH's contractual claims against the debtor
22 was one issue requiring resolution prior to the debtor's reorganization.

23 14. Throughout the SLC's investigation, Young Conaway has always been
24 independent of all defendants in the Nevada Litigation, save for Brokaw in his capacity as a
25 member of the SLC. Young Conaway has vigorously and independently represented the best
26 interests of DISH and has faithfully fulfilled its obligations to DISH.

1 I declare under penalty of perjury under the law of the State of Nevada that the
2 foregoing is true and correct.

3
4 EXECUTED this 19th day of December, 2018 at Wilmington, DE.

5
6 

7 C. Barr Flinn

1 **SAO**

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3 Robert J. Cassity, Esq. (9779)
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18 *Attorneys for Special Litigation Committee of*
19 *Nominal Defendant DISH Network*
20 *Corporation*

21 **DISTRICT COURT**

22 **CLARK COUNTY, NEVADA**

23 PLUMBERS LOCAL UNION NO. 519
24 PENSION TRUST FUND and CITY OF
25 STERLING HEIGHTS POLICE AND FIRE
26 RETIREMENT SYSTEM, derivatively on
27 behalf of nominal defendant DISH
28 NETWORK CORPORATION,

Plaintiffs,

v.

CHARLES W. ERGEN; JAMES
DEFRANCO; CANTEY M. ERGEN;
STEVEN R. GOODBARN; DAVID
MOSKOWITZ; TOM A. ORTOLF; CARL
E. VOGEL; GEORGE R. BROKAW;
JOSEPH P. CLAYTON; and GARY S.
HOWARD,

Defendants,

DISH NETWORK CORPORATION, a
Nevada corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**STIPULATION AND ORDER
REGARDING DISCOVERY
CONCERNING THE SPECIAL
LITIGATION COMMITTEE AND
INVESTIGATION**

Hearing Date:
Hearing Time:

1 The parties, by and through their respective counsel of record, stipulate and agree as
2 follows:

3 1. On January 12, 2018, plaintiffs Plumbers Local Union No. 519 Pension Trust
4 Fund and City of Sterling Heights Police and Fire Retirement System (“Plaintiffs”) filed the
5 Verified Consolidated Shareholder Derivative Complaint for Breach of Fiduciary Duties of
6 Loyalty and Good Faith, Gross Mismanagement, Abuse of Control, Corporate Waste and
7 Unjust Enrichment (“Complaint”) purporting to assert claims on behalf of DISH Network
8 Corporation (“DISH”) against certain of DISH’s directors.

9 2. On November 27, 2018, the Special Litigation Committee (the “SLC”) of DISH,
10 after conducting an investigation, filed with the Court a report (the “SLC Report”), in which it
11 presented its determination that pursuit of the claims asserted in the Complaint is not in DISH’s
12 best interests.

13 3. On December 19, 2018, the SLC filed a Motion for Summary Judgment
14 Deferring to the SLC’s Determination that the Claims Should Be Dismissed (the “Motion for
15 Summary Judgment”), by which the SLC requested that the claims of the Complaint be
16 dismissed with prejudice on the ground that their pursuit would not be in DISH’s best interest.

17 4. On January 14, 2019, Plaintiffs filed a Motion Pursuant to Rule 56(f) to Conduct
18 Discovery Necessary to Respond to Motion for Summary Judgment (“the Rule 56(f) Motion”).

19 5. On January 17 and 18, 2019, counsel for the SLC and Plaintiffs met and
20 conferred in an effort to resolve their disputes concerning discovery from the SLC in connection
21 with the Court’s decision as to whether or not to defer to the SLC’s determination that pursuing
22 the claims in the Complaint is not in DISH’s best interest and that the Complaint should be
23 dismissed on that basis (the “SLC’s Determination”).

24 6. To resolve all of the parties’ disputes regarding the scope of discovery with
25 respect to the SLC, including with respect to the issues set forth in the Rule 56(f) Motion, the
26 parties have agreed that (a) the SLC will produce the documents and materials specified below,
27 in accordance with the terms of the Stipulated Confidentiality Agreement and Protective Order

1 entered by the Court on November 27, 2018 (the “Protective Order”), subject to the provisions
2 below and (b) that, based on the representations regarding the subject matter, content, and scope
3 of the SLC’s investigation set forth in the SLC’s Report and herein and in reliance upon the
4 provision of the documents and materials identified below, Plaintiffs will accept this production
5 in satisfaction of their request for documents and material concerning the SLC or the SLC’s
6 Determination.

7 7. Following approval and entry by the Court of this Stipulation and Protective
8 Order, the SLC shall produce, on a rolling basis, and within sixty (60) calendar days, the
9 following materials:

- 10 a. any documents collected by counsel for the SLC during the investigation leading
11 to the SLC Report from persons other than counsel for the SLC that were
12 provided, before the SLC Report was filed, to the members of the SLC by
13 counsel for the SLC (the “Selected Documents”), except to the extent such
14 documents have already been provided to Plaintiffs as exhibits to the SLC Report
15 or constitute or contain information that is subject to an applicable privilege
16 (although the withholding or redaction of any such information shall be disclosed
17 on an appropriate privilege log);
- 18 b. the final minutes of all SLC meetings, except to the extent such documents
19 contain information that is subject to an applicable privilege (although the
20 withholding or redaction of any such information shall be disclosed on an
21 appropriate privilege log);
- 22 c. the final minutes of each meeting of the DISH Board discussing the creation of
23 the SLC, except to the extent such documents contain information that is subject
24 to an applicable privilege (although the withholding or redaction of any such
25 information shall be disclosed on an appropriate privilege log) and except to the
26 extent such documents contain highly confidential information of DISH

unrelated to the instant litigation, which information the parties agree may be redacted;

- d. emails between (i) counsel for the SLC and (ii) inside counsel for DISH or outside counsel for either DISH or the Director Defendants concerning the instant litigation, the SLC or the matters investigated by the SLC sent or received between April 11, 2018 (the date of the formation of the SLC) and November 27, 2018 (the date the SLC filed its Report), except to the extent such documents contain information that is subject to an applicable privilege (although the withholding or redaction of any such information shall be disclosed on an appropriate privilege log);
- e. emails between (i) any member of the SLC and (ii) any member(s) of the DISH Board from January 12, 2018 (the date of the filing of the Complaint) until November 27, 2018 (the date the SLC filed its SLC Report), except to the extent (i) such documents contain information that is subject to an applicable privilege (although the withholding or redaction of any such information shall be disclosed on an appropriate privilege log) or (ii) such emails concern only ordinary course business communications of the DISH Board, unrelated to this action or the SLC; and
- f. the final versions of all memoranda prepared by counsel for the SLC¹ summarizing interviews conducted by the SLC in the investigation leading to the SLC Report (the "Interview Summaries") and any notes taken by any SLC member at such interviews, except to the extent such memoranda or notes contain information that is subject to an applicable privilege (although the redaction of any such information shall be disclosed on an appropriate privilege log).

¹ Counsel to the SLC did not prepare notes of the interviews separate and apart from the interview memoranda and represented such to Plaintiffs' counsel in meeting and conferring with respect to this stipulation.

1 8. The SLC asserts that the Interview Summaries and the collection of the Selected
2 Documents (together, the “Protected Documents”), to the extent not otherwise publically
3 available, constitute attorney work product of counsel for the SLC that is protected from
4 disclosure under the common law, the common-interest privilege, and Nevada Rule of Civil
5 Procedure 26. Without admitting or denying the SLC’s work product assertions, the parties
6 hereby agree, and the Court orders, that the SLC and/or its counsel shall mark all Protected
7 Documents produced to Plaintiffs as “Protected Documents,” and the Protected Documents
8 shall continue to be afforded attorney work product protection and/or common-interest privilege
9 protection while in the possession of Plaintiffs and their counsel and the other parties to this
10 litigation and their counsel, and the production of the Protected Documents shall not waive the
11 work product protection for such documents, nor waive the work product protection for any
12 other documents possessed by the members of the SLC or counsel for the SLC.

13 9. The SLC, the SLC members, and the SLC’s counsel shall not be required to
14 produce any documents that are properly protected from disclosure as attorney work product of
15 counsel for the SLC, other than the Protected Documents.

16 10. The parties agree that this stipulation is the product of good faith negotiations to
17 identify and resolve all discovery the Plaintiffs may obtain regarding the SLC’s independence
18 and the good faith, thoroughness of its investigation. It is the parties’ intent that this stipulation
19 fully satisfies Plaintiffs’ requests for documents and material concerning the SLC or the SLC’s
20 Determination. Plaintiffs, however, reserve their right to seek additional, limited, and specified
21 discovery if a new issue arises that Plaintiffs contend requires such discovery and such
22 discovery is not inconsistent with the scope of discovery agreed to in this stipulation. The SLC
23 reserves the right to oppose any such discovery. Should Plaintiffs become aware of such
24 discovery, Plaintiffs shall meet-and-confer in good faith with the SLC and, if the parties are
25 unable to reach agreement, Plaintiffs may file a motion with the Court seeking permission to
26 obtain such limited discovery. The SLC shall have 14 calendar days to oppose any such motion
27 and reserves all rights to do so.

1 11. The Protected Documents may not be disclosed by Plaintiffs, the other parties to
2 this litigation or their counsel to any person other than as allowed by the Protective Order;

3 12. Plaintiffs and their counsel shall not use the Protected Documents for any
4 purpose other than in connection with the Court's decision whether to defer to the SLC's
5 Determination, including to respond to the Motion for Summary Judgment in this litigation.

6 13. Within sixty (60) calendar days after the final disposition of the Motion for
7 Summary Judgment, including any evidentiary hearing related to the SLC and the expiration of
8 time for any appeal, the Protected Documents and all hard and electronic copies thereof shall
9 either be destroyed or returned to the SLC in accordance with the provisions of the Protective
10 Order.

11 14. All parties to this litigation reserve any rights or arguments they may have as to
12 whether Plaintiffs may discover or use the Protected Documents in this litigation for some
13 purpose other than as stated herein.

14 15. Plaintiffs and their counsel shall be permitted to take one deposition of each
15 member of the SLC, for one day of no more than 7 hours, and limited in scope to each SLC
16 member's independence from the director defendants and the good faith and thoroughness of
17 the SLC's investigation in this case.

18 16. This stipulation does not prevent Plaintiffs from propounding up to 10
19 interrogatories and/or requests for admission upon the SLC, provided that any such
20 interrogatories or requests for admission will be served within ninety (90) calendar days and
21 limited in scope to each SLC member's independence from the director defendants and the good

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2 faith and thoroughness of the SLC's investigation in this case. Nor does this stipulation prevent
3 the SLC from objecting to such interrogatories and requests for admission on any grounds.

4 DATED this 22nd day of January 2019

DATED this 22nd day of January 2019

5 By Robert J. Cassity
6 J. Stephen Peek, Esq. (1758)
7 Robert J. Cassity, Esq. (9779)
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17 *Committee of Nominal Defendant DISH*
18 *Network Corporation*

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Attorneys for Plaintiffs Plumbers Local
Union No. 519 Pension Trust Fund and City
of Sterling Heights Police and Fire
Retirement System

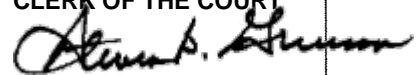
20 **ORDER**

21 Having considered the foregoing and finding good cause appearing,

22 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the foregoing
23 Stipulation is GRANTED.

24 DATED this 23 day of January 2019.

25 E. J. O'Sullivan
26 DISTRICT COURT JUDGE
27
28



MOT

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Robert J. Cassity, Esq. (9779)
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*Attorneys for Special Litigation Committee of
Nominal Defendant DISH Network
Corporation*

DISTRICT COURT

CLARK COUNTY, NEVADA

PLUMBERS LOCAL UNION NO. 519
PENSION TRUST FUND and CITY OF
STERLING HEIGHTS POLICE AND FIRE
RETIREMENT SYSTEM, derivatively on
behalf of nominal defendant DISH
NETWORK CORPORATION,

Plaintiffs,

v.

CHARLES W. ERGEN; JAMES
DEFRANCO; CANTEY M. ERGEN;
STEVEN R. GOODBARN; DAVID
MOSKOWITZ; TOM A. ORTOLF; CARL E.
VOGEL; GEORGE R. BROKAW; JOSEPH
P. CLAYTON; and GARY S. HOWARD,

Defendants,

DISH NETWORK CORPORATION, a
Nevada corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**JOINT MOTION FOR EVIDENTIARY
HEARING ON THE SLC'S MOTION
TO DEFER**

**APPLICATION FOR ORDER
SHORTENING TIME**

HEARING REQUESTED

Date: January 27, 2020

Time: 9:00 a.m.

HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Phone: (702) 222-2500 ♦ Fax: (702) 669-4650

1 The Special Litigation Committee (the “SLC”) of DISH Network Corporation (“DISH”),
2 the Plaintiffs, the Individual Defendants, and Nominal Defendant DISH Network Corporation
3 (“DISH”), by and through their respective counsel of record, submit the following joint motion
4 to schedule an evidentiary hearing on the SLC’s Motion for Summary Judgment Deferring to its
5 Determination that the Claims Should be Dismissed (the “Joint Motion”).

6 DATED this 7th day of January 2020

7 HOLLAND & HART LLP

8 /s/ Robert J. Cassity
9 J. Stephen Peek, Esq. (#1758)
10 Robert J. Cassity, Esq. (#9779)
11 9555 Hillwood Drive, 2nd Floor
12 Las Vegas, Nevada 89134

13 C. Barr Flinn (*pro hac vice*)
14 Emily V. Burton (*pro hac vice*)
15 YOUNG CONAWAY STARGATT & TAYLOR,
16 LLP
17 Rodney Square, 1000 North King Street
18 Wilmington, DE 19801

19 *Attorneys for the Special Litigation Committee of*
20 *Nominal Defendant DISH Network Corporation*
21
22
23
24
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1 **APPLICATION FOR ORDER SHORTENING TIME**

2 Pursuant to EDCR 2.26, the parties respectfully request that the Court set the Joint Motion
3 for hearing on an order shortening time. Good cause supports the parties' request. As set forth
4 in the Declaration of Robert J. Cassity, below, the parties submitted a stipulation on December
5 11 extending the briefing schedule and advising the Court that they would submit the Joint Motion
6 requesting that the Court set firm dates for an evidentiary hearing on the SLC's Motion for
7 Summary Judgment Deferring to the Special Litigation Committee's Determination that the
8 Claims Should Be Dismissed ("Motion to Defer"). Given the difficulties of scheduling mutually
9 available dates for all counsel (Nevada and out-of-state counsel) and each of the SLC members,
10 the parties respectfully request that the Court set the Joint Motion for hearing on shortened time
11 so dates for the evidentiary hearing can be promptly settled. This application is brought in good
12 faith and with no dilatory motive.

13 DATED this 7th day of January 2020

14 HOLLAND & HART LLP

15 /s/ Robert J. Cassity

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17 Robert J. Cassity, Esq. (#9779)
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26 *Attorneys for the Special Litigation Committee of*
27 *Nominal Defendant DISH Network Corporation*

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28 JA017054

**DECLARATION OF ROBERT J. CASSITY IN SUPPORT OF APPLICATION FOR
ORDER SHORTENING TIME**

Pursuant to NRS 53.045, I, Robert J. Cassity, declare as follows:

1. I am an attorney at Holland & Hart LLP, counsel of record for the Special Litigation Committee (the “SLC”) of DISH Network Corporation (“DISH”).
2. Good cause supports the parties’ request for an order shortening time for the hearing on the parties’ Joint Motion for Evidentiary Hearing on the SLC’s Motion to Defer.
3. On December 11, 2019, the parties submitted a stipulation extending the briefing schedule and advising the Court that they would submit the Joint Motion requesting that the Court set firm dates for an evidentiary hearing on the SLC’s Motion to Defer.
4. Given the difficulties of scheduling mutually available dates for all counsel (Nevada and out-of-state counsel) and each of the SLC members, the parties respectfully request that the Court set the Joint Motion for hearing on shortened time so dates for the evidentiary hearing can be promptly settled.
5. This application is brought in good faith and with no dilatory motive.
6. Accordingly, the parties request that the Court set the Joint Motion for hearing on shortened time.

DATED this 7th day of January 2020.

/s/ Robert J. Cassity
ROBERT J. CASSITY


ORDER SHORTENING TIME

The Court have reviewed the Application for Order Shortening time, and and good cause appearing therefor,

IT IS HEREBY ORDERED that the hearing on the **JOINT MOTION FOR EVIDENTIARY HEARING ON THE SLC'S MOTION TO DEFER** shall be heard on

27 Jan, 2020, at 9 a.m. in Department XI.

DATED this 8 day of Jan, 2020.


DISTRICT COURT JUDGE 

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 The parties respectfully request that the Court issue a firm setting for a one to two-day
3 evidentiary hearing on the SLC's Motion to Defer.

4 **A. SLC's Motion to Defer**

5 On December 19, 2018, the SLC filed a Motion for Summary Judgment Deferring to the
6 Special Litigation Committee's Determination that the Claims Should Be Dismissed ("Motion to
7 Defer"). Following the SLC's filing of the Motion to Defer, the parties reached agreement on the
8 scope of and schedule for discovery regarding the Motion to Defer, as well as a briefing schedule
9 for Plaintiffs' Opposition to the Motion to Defer and the SLC's Reply.

10 Following the August 12, 2019 hearing on Plaintiffs' Motion to Stay Proceedings Pending
11 Decision by the United States Supreme Court on Nominal Defendant DISH Network
12 Corporation's Petition for a Writ of Certiorari in the Underlying *Krakauer v. DISH Network*
13 *L.L.C.* Action, this Court entered an Order staying this action for 60 days. *See* Order Granting
14 Motion for Stay at 2. Following the Court's lifting of the stay, the parties stipulated to a briefing
15 schedule, which has since been extended. The current briefing schedule requires Plaintiffs to file
16 their Opposition to the Motion to Defer on or before January 31, 2020 and for the SLC to file its
17 Reply on or before March 31, 2020. *See* Stip. and Order re: Summ. J. Schedule (Dec. 11, 2019).

18 **B. Request for Evidentiary Hearing**

19 In *In re DISH Network Derivative Litigation*, 133 Nev. Adv. Op. 61, 401 P.3d 1081
20 (2017), *reh'g denied* (Dec. 8, 2017), the Nevada Supreme Court held that "a shareholder must
21 not be permitted to proceed with derivative litigation after an SLC requests dismissal, unless
22 and until the district court determines at an evidentiary hearing that the SLC lacked
23 independence or failed to conduct a thorough investigation in good faith." 401 P.3d at 1088.
24 (citations omitted). Although a hearing on the SLC's Motion to Defer is currently scheduled
25 for April 13, 2020, the parties jointly move the Court to schedule an evidentiary hearing at
26 which the SLC may call live witnesses in support of its Motion to Defer. The parties anticipate
27 that the evidentiary hearing will require one to two court days.

1 In the parties' stipulation extending the briefing schedule on the SLC's Motion to Defer
2 (filed December 11, 2019), the parties advised the Court that they would confer regarding their
3 respective schedules and file this Joint Motion asking the Court to schedule an evidentiary
4 hearing on the Motion to Defer. Counsel for the parties have continued to confer regarding
5 their and the SLC members' respective schedules and availability. Identifying available dates
6 for all counsel and the SLC members (who reside across the country) has proven somewhat
7 challenging. Nevertheless, subject to the Court's availability, the parties respectfully request
8 that the Court schedule the evidentiary hearing on one or more of the following dates in June
9 2020 on which the parties' counsel and the SLC members are available:

- 10 • June 15-19
- 11 • June 25, 26, and 29

12 CONCLUSION

13 For the reasons set forth above, the parties jointly request that the Court schedule the
14 evidentiary hearing on the SLC's Motion to Defer on one or more of the foregoing dates.

15 DATED this 7th day of January 2020

DATED this 7th day of January 2020

16 HOLLAND & HART LLP

KEMP, JONES & COULTHARD, LLP

17 /s/ Robert J. Cassity

/s/ Ian P. McGinn

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26
27
28

Attorneys for Individual Defendants

1 DATED this 7th day of January 2020

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8 *Attorneys for Nominal Defendant*
9 *DISH Network Corporation*

DATED this 7th day of January 2020

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Retirement System

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of January 2020, a true and correct copy of the foregoing **JOINT MOTION FOR EVIDENTIARY HEARING ON THE SLC'S MOTION TO DEFER** was served by the following method(s):

☒ **Electronic:** by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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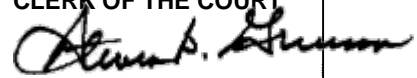
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No. 519 Pension Trust Fund*

Attorneys for Defendants

By: /s/ Valerie Larsen
An Employee of Holland & Hart, LLP

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*Attorneys for Special Litigation Committee of
Nominal Defendant DISH Network
Corporation*

DISTRICT COURT

CLARK COUNTY, NEVADA

PLUMBERS LOCAL UNION NO. 519
PENSION TRUST FUND and CITY OF
STERLING HEIGHTS POLICE AND
FIRE RETIREMENT SYSTEM,
derivatively on behalf of nominal defendant
DISH NETWORK CORPORATION,

Plaintiffs,
v.

CHARLES W. ERGEN; JAMES
DEFRANCO; CANTEY M. ERGEN;
STEVEN R. GOODBARN; DAVID
MOSKOWITZ; TOM A. ORTOLF; CARL
E. VOGEL; GEORGE R. BROKAW;
JOSEPH P. CLAYTON; and GARY S.
HOWARD,

Defendants,

DISH NETWORK CORPORATION, a
Nevada corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**ORDER GRANTING JOINT MOTION
FOR EVIDENTIARY HEARING ON
THE SLC'S MOTION TO DEFER**

Hearing Date: January 27, 2020
Hearing Time: 9:00 a.m.

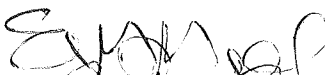
JA017061

1 This matter came before the Court on January 27, 2020 at 9:00 a.m. regarding the
2 parties' Joint Motion for Evidentiary Hearing on the SLC's Motion to Defer (the "Joint
3 Motion"). David O'Mara of The O'Mara Law Firm and Benny C. Goodman III of Robbins
4 Geller Rudman & Dowd LLP appeared on behalf of Plaintiffs. J. Stephen Peek and Robert J.
5 Cassity of Holland & Hart LLP appeared on behalf of the Special Litigation Committee (the
6 "SLC") of DISH Network Corporation ("DISH"). Christopher Miltenberger of Greenberg
7 Traurig LLP appeared on behalf of DISH. Ian McGinn of Kemp, Jones & Coulthard appeared
8 on behalf of the Individual Defendants. The Court having considered the Motion, no
9 Opposition having been filed, and good cause appearing,

10 IT IS HEREBY ORDERED that the Joint Motion is GRANTED. The SLC's Motion
11 for Summary Judgment Deferring to the SLC's Determination that the Claims Should Be
12 Dismissed shall be set for an evidentiary hearing beginning on July 6, 2020 at 10:00 a.m. and
13 will continue on July 7, 2020.

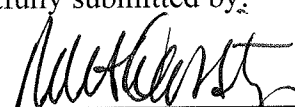
14 IT IS SO ORDERED.

15
16 DATED: February 14, 2020



THE HONORABLE ELIZABETH GONZALEZ
EIGHTH JUDICIAL DISTRICT COURT

17
18
19 Respectfully submitted by:

20 By: 
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