IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
	)	
DISH DBS CORPORATION,	)	Case No. 26-90627 (CML)
DISH WIRELESS L.L.C., *et al.*,[1]	)	
	)	(Jointly Administered)
Debtors.	)	

EMERGENCY MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR ENTRY OF AN ORDER (I) APPOINTING A CHAPTER 11 TRUSTEE FOR THE DISH WIRELESS DEBTORS PURSUANT TO BANKRUPTCY CODE SECTION 1104(a) OR, ALTERNATIVELY, (II) TERMINATING THE DISH WIRELESS DEBTORS' EXCLUSIVE PERIODS PURSUANT TO BANKRUPTCY CODE SECTION 1121(d)

Emergency relief has been requested. Relief is requested not later than 9:00 a.m. (CT) on September 23, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

[1] The last four digits of DISH DBS Corporation's and DISH Wireless L.L.C.'s respective tax identification numbers are 8967 and 6388. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/DBS. The location of the Debtors' corporate headquarters and the Debtors' service address is 9601 S. Meridian Blvd., Englewood, Colorado 80112.

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The Official Committee of Unsecured Creditors (the "Committee") appointed in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), by and through its undersigned proposed counsel, hereby files this emergency motion (the "Motion") for entry of an order (i) appointing a chapter 11 trustee for the DISH Wireless Debtors'[2] estates pursuant to section 1104(a) of title 11 of the United States Code (the "Bankruptcy Code"), substantially in the form attached hereto as **Exhibit A**, or, alternatively, (ii) terminating the DISH Wireless Debtors' exclusive periods pursuant to Bankruptcy Code section 1121(d)(1), substantially in the form attached hereto as **Exhibit B**.[3] In support of this Motion, the Committee respectfully states as follows:

PRELIMINARY STATEMENT[4]

1. By this Motion, the Committee seeks entry of an order appointing a chapter 11 trustee for the DISH Wireless Debtors' estates or, in the alternative, terminating the DISH Wireless Debtors' exclusive periods pursuant to Bankruptcy Code section 1121(d). The extraordinary relief requested by the Committee is necessitated by the irrefutable fact that neither the DISH Wireless Debtors nor their selected conflicted counsel, White & Case LLP ("White & Case"), have acquitted, or are capable of acquitting, their fiduciary duties to the DISH Wireless Debtors' estates. And the existence of the Special Committee of the Board of Managers of DWLLC (the "Special Committee") does not remedy the irreconcilable conflicts that permeate the DISH Wireless

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[2] "DISH Wireless Debtors" means DISH Wireless L.L.C. ("DWLLC"); Neyland Networks LLC; DISH Infinite Corporation; DISH Wireless Leasing L.L.C.; DISH Wireless Retail Holding L.L.C.; and DISH Wireless Retail Operating L.L.C.

[3] For the avoidance of doubt, the relief requested by the Motion relates solely to the DISH Wireless Debtors and does not seek the appointment of a chapter 11 trustee, or the termination of the exclusive periods, for any of DISH DBS Corporation ("DBS"), DISH Broadcasting Corporation, DISH Network L.L.C., DISH Network Service L.L.C., DISH Operating L.L.C., DISH Technologies Holding Corporation, DISH Technologies L.L.C., Sling Media, L.L.C., Sling TV Gift Card Corporation, Sling TV Holding L.L.C., Sling TV L.L.C. and Sling TV Purchasing L.L.C. (collectively, the "DBS Debtors").

[4] Capitalized terms used but not defined herein will have the meanings ascribed to them elsewhere in the Motion.

Debtors' cases. A stark example of these conflicts occurred on August 31, 2026, when Jeffrey Blum, ***a member of the DWLLC Board of Managers*** (the "DWLLC Board") owing fiduciary duties to the DISH Wireless Debtors, their estates and their unsecured creditors, filed, *on EchoStar's behalf*, an Application for Review[5] of the FCC's July 30, 2026, order pursuant to which the FCC clarified its prior orders concerning the FCC Trust—which it stated should have been "obvious" without the need for clarification—that neither EchoStar nor any of its affiliates (or assignees) could assert a claim (directly or indirectly) against the FCC Trust.[6] Jeffrey Blum's action (i) directly contradicts the DISH Wireless Debtors' previous statements to this Court that in light of the July 30 FCC Order these were now "full pay" cases requiring adjudication of the allowance of the Tower Claimant's claims for chapter 11 plan purposes notwithstanding the prior estimation motion-related stipulations,[7] (ii) runs contrary to the interests of the DISH Wireless Debtors' estates and (iii) reflects another obvious admission that the disputed Alleged Intercompany Loan Claim—although putatively held by the Manufactured Claim Trust—is, was and has always been asserted by and for the benefit of one or more insiders of the DISH Wireless Debtors. Notably, neither the DISH Wireless Debtors nor the Special Committee informed the Court of Jeffrey Blum's submission (on behalf of EchoStar) of the Application for Review challenging the FCC's directive.

2. Indeed, as discussed further below, the clearly conflicted DWLLC Board appointed the Special Committee to act on only "conflict matters," and the Special Committee has chosen not to exercise the authority granted to it to fill the fiduciary void created by the DISH Wireless

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[5] *Application for Review of EchoStar Corporation*, WT Docket No. 25-303, GN Docket No. 25-302 (Aug. 31, 2026) (the "Application for Review").

[6] *Notice of FCC Mem. Op. & Order dated July 30, 2026* [Docket No. 726] (the "July 30 FCC Order")

[7] Transcript of August 11, 2026 Hearing at 8:18–23 ("Our position now is that the Debtors believe that the FCC's order fundamentally changes the landscape of these cases. We expect[ ] the FCC trust, which is fully funded -- it was fully funded on July 28th with $2.4 billion dollars - - is more than sufficient to pay in full all eligible allowed Dish Wireless general unsecured claims.").

Debtors' management team (i.e., EchoStar Corporation's ("EchoStar") management team) and proposed conflicted counsel. And, to date, the Special Committee has failed to acquit its duty to maximize the value of the DISH Wireless Debtors' estates, having (i) allowed the DWLLC Board to pursue the ill-fated DISH Wireless Plan (as defined below) premised on allowing the Alleged Intercompany Loan Claim to be voted over 1,200 times and providing sweeping releases to EchoStar and its affiliates, (ii) permitted the DISH Wireless Debtors' entry into the EchoStar Stalking Horse APA (as defined below) that contemplated the sale of billions of dollars in claims and causes of action against EchoStar and its affiliates without having investigated such claims and causes of action, (iii) failed to pursue any postpetition financing outside of the EchoStar DIP Facility that was tied to the EchoStar Stalking Horse APA, and (iv) permitted the DISH Wireless Debtors' pervasively conflicted proposed restructuring counsel, White & Case, to do EchoStar's bidding and cause the incurrence of millions of dollars in professional fees to challenge all of the foregoing, which has put these cases on the brink of administrative insolvency.

3. As has already been established in filings made to date in these cases and as described at length in the balance of this Motion, the DISH Wireless Debtors and their conflicted proposed counsel[8] are clearly conducting these cases for the benefit of the DISH Wireless Debtors' affiliates, including EchoStar and its majority shareholder (Charles Ergen), without regard to their fiduciary duties to the DISH Wireless Debtors' estates. Under these extraordinary circumstances, the Court must appoint a chapter 11 trustee to ensure that the cases are overseen and administered by a true independent fiduciary who will act in the interests—and only in the interests—of the DISH Wireless Debtors' estates and their creditors.

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[8] On September 5, 2026, the Committee filed the *Objection of the Official Committee of Unsecured Creditors to the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of White & Case LLP as Attorneys for the Debtors Effective as of the Petition Date* [Docket No. 1357] ("Objection to White & Case's Retention Application").

4. The relief sought by the Committee is substantiated by, among others, the following actions undertaken or failed to be undertaken by the DISH Wireless Debtors and/or their conflicted proposed counsel and, where applicable, the Special Committee during or in the period leading up to the commencement of these chapter 11 cases:

- the creation of a $19.9 billion intercompany claim (the "Alleged Intercompany Loan Claim") against DWLLC which was first used to steal DWLLC's Boost Mobile business ("Boost Mobile") for the benefit of DWLLC's non-Debtor affiliates and is now being used by the same parties and other co-schemers to attempt to manufacture an impaired accepting class under a chapter 11 plan proposed by the DISH Wireless Debtors, without the approval of an independent fiduciary, that seeks to siphon value from the DISH Wireless Debtors' third-party creditors for the benefit of EchoStar and other non-Debtor affiliates and obtain sweeping, unjustifiable releases for those same parties, among others;

- the now defeated attempt to cause the disputed Alleged Intercompany Loan Claim to recover against the Federal Communications Commission (the "FCC") trust (the "FCC Trust"), which election would have resulted in a majority of the funds intended to be used to satisfy the claims of 5G network counterparties being rerouted back to EchoStar through a manufactured trust mechanism and Jeffrey Blum's new efforts on behalf of EchoStar to reverse the July 30 FCC Order;

- the DISH Wireless Debtors' determination to seek to retain White & Case as their proposed lead restructuring counsel under Bankruptcy Code section 327(a), despite White & Case's pervasive conflicts and debilitating concurrent representations of EchoStar and other non-Debtor entities that are the target of billions of dollars of claims and causes of action held (but not yet pursued) by the DISH Wireless Debtors' estates;

- the determination (as blessed by the Special Committee) to negotiate, document and seek approval of a debtor in possession financing facility to be provided by EchoStar (the "EchoStar DIP Facility") that would, if approved, provide EchoStar with a secured, superpriority administrative claim recoverable from, among other things, the DISH Wireless Debtors' claims and causes of action against EchoStar itself (and its affiliates) without ***ever*** having run a true marketing process to obtain third-party financing proposals or investigated the claims and causes of action against EchoStar and its affiliates;

- the DISH Wireless Debtors' determination (as blessed by the Special Committee) to enter into a stalking horse asset purchase agreement with EchoStar (the "EchoStar Stalking Horse APA") pursuant to which the DISH Wireless Debtors would sell all of their assets, including claims and causes of action against EchoStar and its affiliates, for a headline purchase price of just $300 million—irrespective of the fact that the litigation claims and causes of action against EchoStar and its affiliates alone are worth billions of dollars;

- the determination to prosecute the DISH Wireless Plan, the confirmation of which was dependent on the Alleged Intercompany Loan Claim being (i) allowed as a non-insider claim and (ii) split into over 1,200 separate votes for purposes of satisfying Bankruptcy Code section 1129(a)(10) and such claim recovering value for the benefit of EchoStar at the expense of the DISH Wireless Debtors' third-party creditors; and

- efforts by the DISH Wireless Debtors and their proposed, conflicted counsel to stymie the Committee's and other parties' receipt of discovery under Bankruptcy Rule 2004 and pursuant to pending contested matters without regard for the Local Rules of this Court and previously agreed discovery deadlines.

5. In sum, the trajectory of these "prepackaged" chapter 11 cases has thus far been dictated by EchoStar's dominating desire to bury billions of dollars of claims against it and its affiliates, cram down an objectionable plan (that itself contains proposed releases for the benefit of EchoStar and its affiliates) on innocent third-party creditors through an improper insider claim voting structure, and extract as much value as possible from the $2.4 billion trust mandated by the FCC to be created for the benefit of those contract counterparties who enabled the DISH Wireless Debtors to maintain and operate spectrum that has been or will be sold by EchoStar for in excess of $60 billion.

6. It is similarly clear to the Committee that the DISH Wireless Debtors and their proposed lead restructuring counsel are the conduits through which EchoStar and Charles Ergen have acted and continue to act for their own benefit and not for the benefit of the DISH Wireless Debtors (with the Special Committee facilitating such conduct or failing to timely stop it), causing the Committee and a number of other parties in interest in these cases to undertake extremely expensive and extensive efforts to protect the DISH Wireless Debtors' estates and their unsecured creditors where no disinterested or non-conflicted estate fiduciary on the DISH Wireless Debtors' side of the ledger exists.

7. The professional fee burn resulting from the DISH Wireless Debtors' and the Special Committee's dereliction of their duties is extreme, and all parties (even the DISH Wireless Debtors and Special Committee) concede that these estates cannot afford it. To that end, the DISH Wireless Debtors' estates are projected to be administratively insolvent on an accrual basis as early as the end of September, without an actionable debtor in possession financing currently before the Court. Indeed, as the Committee has previously informed the Court, the Committee is itself (in a highly unusual turn of events) taking the lead in actively soliciting third-party debtor in possession financing proposals to ensure that these estates will be able to bear the rapidly escalating administrative costs of the litigation that EchoStar, Charles Ergen and White & Case have caused to plague these cases. The solution to the problem presented here is simple—the Court can and should appoint a chapter 11 trustee to administer the DISH Wireless Debtors' estates. The Committee acknowledges that the burden for such an appointment is high, but it is easily met on the facts of these cases.

8. The Committee anticipates that the DISH Wireless Debtors will point to the existence of the Special Committee in response to the arguments set forth in this Motion, heralding the Special Committee's ability to do that which the DISH Wireless Debtors and White & Case have virtually conceded that they are unable to do—act independently of EchoStar and in the interests of the DISH Wireless Debtors' estates. The Special Committee, however, simply has not and cannot perform the functions meant to be undertaken by a debtor in possession under chapter 11 of the Bankruptcy Code. Among other things, the Special Committee was populated by White & Case, and one of the two members who comprise the entirety of the Special Committee—Gerard Uzzi—is a former White & Case partner. And as discussed above and elsewhere in this Motion, the Special Committee has failed to impartially investigate transactions, claims and conduct

involving parties for which White & Case acted as counsel to all parties (and without a conflicts waiver), and has permitted the DWLLC Board, EchoStar and White & Case to pursue EchoStar's and Charles Ergen's agenda for too long.

9. Regardless, the Special Committee's mandate was expressly (and presumably carefully) delineated by the conflicted DWLLC Board and White & Case into three discrete areas of initial focus: (a) reviewing and evaluating DWLLC's financial condition, assets, liabilities, operations and liquidity and considering, evaluating, negotiating, approving and implementing potential restructuring or strategic alternatives involving the DISH Wireless Debtors, in each case to the extent that the DWLLC Board (which itself comprises conflicted members) or the Special Committee reasonably determines that such matter or matters present an actual conflict of interest between the DISH Wireless Debtors, on the one hand, and EchoStar and one or more of its subsidiaries (other than the DISH Wireless Debtors), on the other hand, (b) investigating potential claims the DISH Wireless Debtors may hold against EchoStar or its subsidiaries and (c) taking any and all necessary actions, including retaining independent advisors, to carry out the above. The Special Committee has determined that conflicts of interest exist with regard to a proposed plan as it relates to the DISH Wireless Debtors (the "DISH Wireless Plan"), the EchoStar Stalking Horse APA and the debtor in possession financing processes; a clear acknowledgment that the DISH Wireless Debtors and their proposed counsel are conflicted from participating in these core workstreams. But the Special Committee's actions thus far in connection with these workstreams underscore the very concerns articulated above. While the Special Committee after repeated demands from the Committee has finally determined not to proceed with a sale to EchoStar of claims and causes of action held by the DISH Wireless Debtors (the "Estate Claims") and has sought to defer the filing of an amended DISH Wireless Plan, the Special Committee has yet to do

what, among other things, a true independent fiduciary would: (a) withdraw the motion for approval of the EchoStar DIP Facility; (b) terminate the EchoStar Stalking Horse APA in its entirety; (c) withdraw the DISH Wireless Plan that contains sweeping releases for EchoStar and its affiliates; (d) seek actionable third-party debtor in possession financing or (e) take any steps to remove the DISH Wireless Debtors' conflicted management or counsel White & Case from continued involvement in the DISH Wireless Debtors' plan process. By not taking these necessary actions, the Special Committee has implicitly shown that it will not act as the independent estate fiduciary these estates need. Based on the foregoing, the Special Committee's involvement in these cases does little to "cure" the DISH Wireless Debtors' fiduciary deficiencies, leaving the Committee with no recourse but to seek the appointment of a chapter 11 trustee.

10. Although the Committee believes that the facts clearly support a finding that a chapter 11 trustee should be appointed for the DISH Wireless Debtors' cases for the reasons set forth above and in the balance of this Motion, the Committee asks in the alternative that the Court terminate the DISH Wireless Debtors' exclusive periods and permit the Committee to file its own chapter 11 plan of liquidation, which plan the Committee will be prepared to file and prosecute expeditiously to ensure a viable path forward for these cases. The Committee and its constituents that oppose the DISH Wireless Plan believe, for the same reasons that the Committee believes a chapter 11 trustee is appropriate here, that the DISH Wireless Debtors have not and will not be able to propose and prosecute a plan that has the support of third-party unsecured creditors, and thus will not be able to propose a confirmable plan at all.

JURISDICTION AND VENUE

11. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested

in this Motion are Bankruptcy Code sections 1104(a), 1104(c), 1106(a), 1106(b), 1121(c) and 1121(d).

BACKGROUND

I. General Background

12. On June 30, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors are continuing to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

13. On July 12, 2026, the United States Trustee for Region 7 (Southern and Western Districts of Texas) appointed the Committee.[9] On July 14, 2026, the Committee selected Akin Gump Strauss Hauer & Feld LLP as its proposed counsel, M3 Advisory Partners, LP as its proposed financial advisor, and Ducera Partners LLC as proposed investment banker, each subject to Court approval.[10]

II. Events Leading to the DISH Wireless Debtors' Commencement of These Chapter 11 Cases

A. DNC Acquires Boost Mobile and the Company Builds Out the 5G Network

14. In 2020, non-Debtor DISH Network Corporation ("DNC") acquired Boost Mobile from Sprint for approximately $1.4 billion.[11] The acquisition committed EchoStar's direct and indirect non-Debtor subsidiaries (together with EchoStar and the Debtors, the "Company") to a

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[9] *United States Trustee's Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 276].

[10] *Application of the Official Committee of Unsecured Creditors of DISH DBS Corporation, DISH Wireless L.L.C.*, et al.*, to Retain and Employ Akin Gump Strauss Hauer & Feld LLP As Counsel, Effective as of July 14, 2026* [Docket No. 1010]; *Application of the Official Committee of Unsecured Creditors of DISH DBS Corporation, DISH Wireless L.L.C.,* et al.*, to Retain and Employ Ducera Partners LLC as Investment Banker, Effective as of July 15, 2026* [Docket No. 1063]; *Application of the Official Committee of Unsecured Creditors of DISH DBS Corporation, DISH Wireless L.L.C.,* et al.*, to Retain and Employ M3 Advisory Partners, LP As Financial Advisor, Effective as of July 15, 2026* [Docket No. 1064].

[11] *Declaration of John Swieringa in Support of Chapter 11 Petitions and Requests for First Day Relief* ("First Day Decl.") [Docket No. 19] ¶ 8.

series of escalating 5G network build-out milestones negotiated with the FCC to retain the spectrum licenses.[12] The Boost Mobile business was held by DWLLC, and the DISH Wireless Debtors operated the nationwide facilities-based 5G network used to service Boost Mobile subscribers.[13] From 2020 through 2025, the DISH Wireless Debtors worked to build out the 5G network to comply with the FCC's milestones.[14]

15. The DISH Wireless Debtors spent approximately $13 billion to construct the network infrastructure for the 5G network needed to deploy the Company's wireless spectrum, which enabled DWLLC to serve its Boost Mobile subscribers on its own facilities-based network rather than as a reseller of another carrier's network services.[15] By May 5, 2025, DWLLC had deployed more than 144,000 radios across more than 24,000 5G cell sites nationwide, and the 5G network provided coverage to more than 80% of the United States population.[16]

B. The FCC Initiates an Investigation, and the Company Retains White & Case to Analyze Restructuring Alternatives and Develop Legal Strategies in Response to the FCC's Investigation

16. On May 9, 2025, the FCC Chairman sent a letter to the Company expressing concerns about the extension granted by the prior administration related to the Company's 5G network buildout and stating that he had directed FCC staff to commence an investigation and seek public comment to "inform the FCC's thinking about EchoStar's use of spectrum[.]"[17]

17. Within days of the FCC's letter, "EchoStar Corporation, on behalf of itself and its direct and indirect subsidiaries" engaged White & Case to "represent and advise the Company with respect to the reorganization of its financial affairs, including, without limitation, preparation for,

[12] *Id.*
[13] First Day Decl. ¶ 7; Disclosure Statement Art. VI.B.1.
[14] First Day Decl. ¶¶ 7-8; Disclosure Statement Art. VI.B.1.
[15] First Day Decl. ¶ 7; Disclosure Statement Art. VI.B.1.
[16] First Day Decl. ¶ 8.
[17] *Id.* ¶ 9.

and prosecution of, cases under chapter 11 of title 11 of the United States Code, and to perform any and all related and ancillary matters that may be reasonably requested by the Company from time to time."[18]

1. The Boost Transfer and the Alleged Intercompany Loan

18. Following the launch of the FCC investigation, White & Case devised and documented a series of transactions contemplated by the contribution and assignment agreement dated as of August 22, 2025 (the "Contribution and Assignment Agreement")[19] between Debtors DWLLC, Wireless Leasing, and Retail Purchasing and non-Debtor affiliates DNC, DWH, DPC, BoostCo, and Wireless Financing through which "DWLLC contributed certain vendor contracts, liabilities, and core network assets" related to the 5G network to the new non-Debtor affiliate BoostCo ("Boost Transfer").[20] As a result of the Boost Transfer, DWLLC's only going-concern business, the Boost Mobile wireless business, was transferred to non-Debtor affiliate BoostCo.

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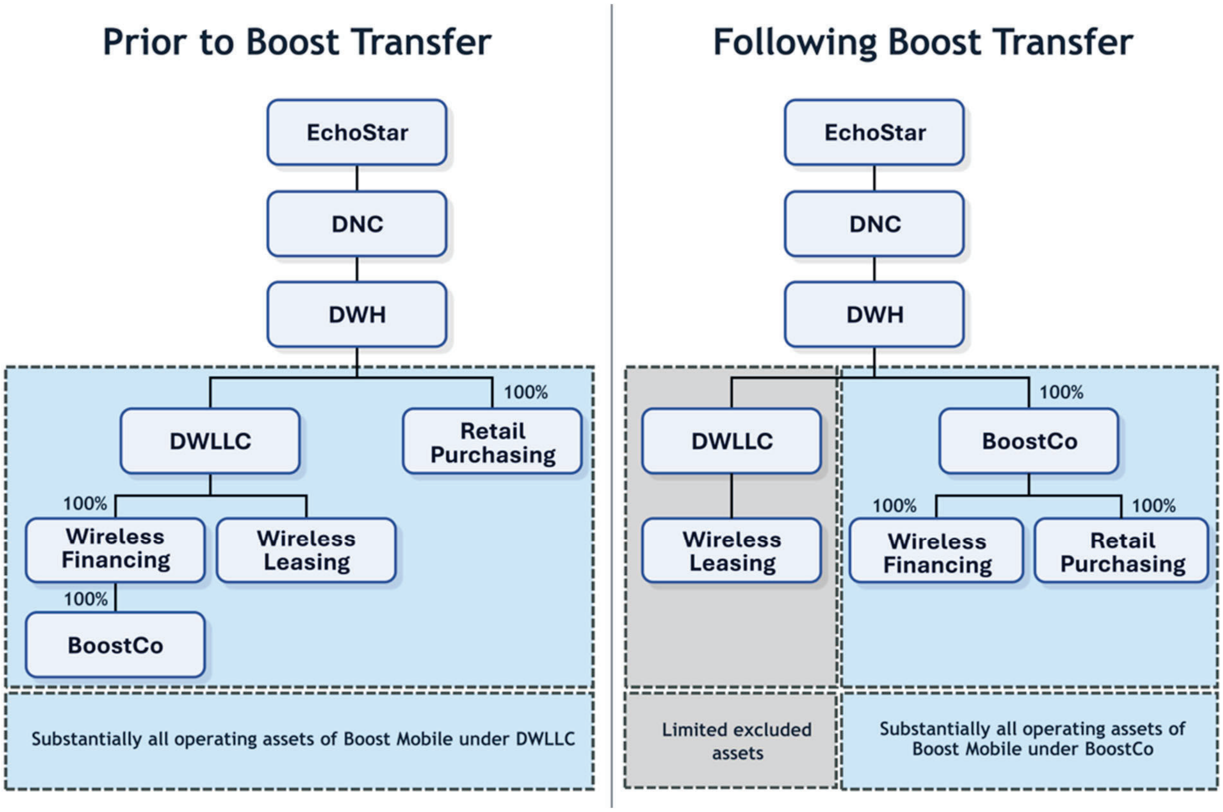
[18] *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of White & Case LLP as Attorneys for the Debtors Effective as of the Petition Date* [Docket No. 693] (the "White & Case Retention Application"), Ex. 1 (June 2, 2026 engagement letter). The Debtors also disclosed that "White & Case is also party to a separate engagement letter with EchoStar, [DNC] and their respective subsidiaries, dated as of November 20, 2023, concerning liability management transactions[,]" but have not provided a copy of the engagement letter. *Id.* ¶ 19 n.7.

[19] Linder Decl. ¶ 40.

[20] *Id*. "Wireless Leasing" means Debtor DISH Wireless Leasing L.L.C.; "Retail Purchasing" means Debtor DISH Wireless Retail Purchasing L.L.C.; "DWH" means non-Debtor affiliate DISH Wireless Holding L.L.C.; DISH Purchasing Corporation ("DPC"); "BoostCo" means non-Debtor affiliate Boost SubscriberCo L.L.C.; "Wireless Financing" means non-Debtor affiliate DISH Wireless Financing L.L.C.

19. A diagram summarizing the impact of the Boost Transfer is set forth below:[21]



20. The Boost Transfer was approved by Charles Ergen, who is (and was at the time) the Chairman of EchoStar and DNC, and Paul Orban, who is (and was at the time) the Chief Financial Officer of DWLLC and all of the non-Debtor affiliates involved in the Boost Transfer, through a series of substantively identical sole-member written consents executed on August 22, 2025 for DWLLC, BoostCo, DWH, Wireless Financing and Retail Purchasing.[22] Each such consent was signed by the same individual on behalf of DNC, DWLLC and DWH: Paul Orban.[23]

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21 *See* DEBTORS_00000084-308 (Aug. 22, 2025 Contribution and Assignment Agreement).

22 *Official Committee of Unsecured Creditors' Witness and Exhibit List for Hearing on July 23, 2026* [Docket No. 665] ("UCC Exhibit List for Disclosure Statement Hearing"), Ex. 21-26 DEBTORS_000000315 (BoostCo); DEBTORS_00000546 (Wireless Financing); DEBTORS_00000777 (DWH); DEBTORS_00001015 (DWLLC); DEBTORS_00001253 (Wireless Leasing); DEBTORS_00001484 (Retail Purchasing). Although Debtors originally marked these documents "Confidential[,]" they have agreed to the public filing of the documents. See July 23 Hearing Tr. at 50:15-25.

23 *Id.*

21. After these transfers, the Boost Mobile wireless business was converted to that of a hybrid mobile network operator (a "Hybrid MNO").[24] Non-Debtor affiliate BoostCo continues to operate the Boost Mobile wireless business as a Hybrid MNO, servicing millions of customers nationwide.[25]

22. DWLLC, on the other hand, retained neither the Boost Mobile wireless business nor any equity interest in BoostCo. It also received no cash and no new value from any step in the Boost Transfer.

23. Instead, DWLLC's sole consideration for the Boost Transfer was "$5.0 billion of debt forgiveness" under an alleged intercompany loan purportedly owed by DWLLC (the "Alleged Intercompany Loan") which is the basis of the Alleged Intercompany Loan Claim and was first documented in a loan agreement (the "Alleged Intercompany Loan Agreement") and was subsequently transferred to a trust (the "Manufactured Claim Trust").[26] White & Case drafted the loan agreement for the Alleged Intercompany Loan that was executed on August 22, 2025—the same day as the Boost Transfer.[27] Despite the fact that before August 2025, DNC's and EchoStar's own public filings with the Securities and Exchange Commission ("SEC") consistently characterized the capital transfers relating to the 5G network buildout from DNC to DWLLC as equity investments rather than loans,[28] the initial loan agreement for the Alleged Intercompany

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[24] Linder Decl. ¶ 40. A Hybrid MNO is a telecom provider that owns and operates certain core network functions, such as the software systems that authenticate subscribers and process calls, texts and data, while relying on third-party carriers to provide the spectrum frequencies and cell sites that actually deliver wireless service to subscribers' devices. First Day Decl. ¶ 12.

[25] First Day Decl. ¶ 13.

[26] *Id.*

[27] *Id.* ¶ 55; Linder Decl. ¶ 39; DEBTORS_00000309-314 (Aug. 22, 2025 Loan Agreement).

[28] For example, the Form 10-Q (Aug. 14, 2020) filed by DBS described DBS as making "cash distributions to partially finance" "the development of DISH Network's wireless business." DISH DBS Corp., Quarterly Report (Form 10-Q), at 19 (Aug. 14, 2020), https://www.sec.gov/ix?doc=/Archives/edgar/data/0001042642/000155837020010652/ddbs-20200630x10q.htm. DNC's 2020 Form 10-K likewise stated that DNC "made over $10 billion in non-controlling investments in certain entities" to finance the 5G network buildout. DISH DBS Corp., Form 10-K (Annual Report), at F-38 (Mar. 24, 2021),

Loan reflects an aggregate principal amount of $14,894,416,636, and has been described as "intercompany loans" that non-Debtor DNC "extended to DWLLC" "[f]rom time to time . . . beginning in 2020" to, among other things, build out the 5G network.[29]

2. The Spectrum Sales

24. On August 25, 2025, three days after the Boost Transfer, and September 7, 2025, the Company entered into definitive license purchase agreements with AT&T Mobility II LLC ("AT&T") and Space Exploration Technologies Corporation ("SpaceX") respectively, to sell certain of the Company's spectrum licenses used for its 5G network (the "Spectrum Sales" and each, a "Spectrum Sale").[30]

25. The AT&T Spectrum Sale yielded $23 billion in proceeds[31] and the SpaceX Spectrum Sale is anticipated to yield over $38.5 billion in cash and SpaceX stock,[32] resulting in total proceeds to EchoStar of approximately $70.8 billion estimated as of September 3, 2026. According to the President, Technology & Chief Operating Officer of *both DWLLC and EchoStar*, because "[n]either DWLLC nor any of its current or former subsidiaries currently owns or previously owned the spectrum licenses being sold to AT&T or SpaceX[,] . . . the DISH Wireless Debtors are not entitled to any proceeds of the sale transactions."[33]

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https://www.sec.gov/ix?doc=/Archives/edgar/data/0001042642/000155837021003406/ddbs-20201231x10k.htm . Subsequent SEC filings made by DNC over the next five years used identical language, with no mention of any loans. Similarly, EchoStar's 2024 Form 10-K described the transactions as "noncontrolling investments," EchoStar Corp., Form 10-K (Annual Report), at F-66 (Feb. 27, 2025), https://www.sec.gov/ix?doc=/Archives/edgar/data/0001415404/000155837025001663/tmb-20241231x10k.htm, with no indication that the capital contributions had been or would be recharacterized as debt.

29 First Day Decl. ¶¶ 13, 55; DEBTORS_00000309-314 (Aug. 22, 2025 Loan Agreement).

30 *Id.* ¶¶ 88-91; Linder Decl. ¶ 38. On November 5, 2025, EchoStar sold additional spectrum licenses to SpaceX. First Day Decl. ¶ 91.

31 *AT&T closes $23 billion deal to acquire spectrum from EchoStar*, Reuters (July 28, 2026), https://www.reuters.com/business/media-telecom/att-closes-23-billion-deal-acquire-spectrum-echostar-2026-07-28/.

32 Based on the SpaceX closing share price of $149.74 as of September 3, 2026. The combined transaction value as of the announcement dates was estimated to be $19.6 billion based, in part, on a deemed share price pre-initial public offering.

33 First Day Decl. ¶¶ 1, 12.

3. The Subsequent Decommissioning Litigation

26. Beginning in September 2025, following the transfer of its Boost Mobile business to BoostCo and the Spectrum Sales, DWLLC sent notices to thousands of counterparties to agreements it had entered in connection with the 5G network buildout (the "5G Network Providers"), informing the counterparties that, according to the Debtors, "the FCC's actions constituted *force-majeure* events or otherwise excused DWLLC's performance obligations under applicable law."[34]

27. Thereafter, more than 200 suits were filed throughout the country by the 5G Network Providers against the DISH Wireless Debtors, eight of which also named EchoStar and certain other non-Debtor affiliates as defendants, seeking (i) declaratory judgments that DWLLC's performance was not excused and (ii) damages for breach of contract ranging from thousands to billions of dollars.[35]

4. The FCC Orders and the FCC Trust

28. On May 12, 2026, the Wireless Bureau (the "Bureau") of the FCC entered orders approving the AT&T and SpaceX Spectrum Sales (the "FCC Orders").[36] As a condition to the approvals, the Bureau required EchoStar, within thirty (30) days of closing of the AT&T Spectrum Sale, to create the FCC Trust and deposit $2.4 billion into the FCC Trust to fund payments to 5G network claimants that "ha[ve] a final judgment or arbitration award against or a settlement with [EchoStar, DNC, DWLLC] and/or any other EchoStar subsidiary or affiliate for amounts due [to them] for the construction, operation, maintenance, building, decommissioning, and/or provisioning of goods or services related to or arising out of the communications sites and/or

34 *Id.* ¶¶ 14-15.

35 *Id.* ¶¶ 14-15; Linder Decl. ¶¶ 41-42; *see also DISH Wireless L.L.C.'s Adversary Proceeding Complaint*, No. 26-90627 (CML) (Bankr. S.D. Tex. July 21, 2026) [Docket No. 1] ¶ 2.

36 First Day Decl., Exs. 6, App'x B, 7 App'x B; *see also* Disclosure Statement Art. VI.E.1.

communications network associated with certain of the licenses being assigned in the [Spectrum Sales] (collectively, the 'Covered Activities')[.]"[37]

29. On June 26, 2026, the parties entered into that certain agreement between EchoStar and The Bank of New York Mellon (the "FCC Trust Agreement") governing the administration of the FCC Trust.[38]

30. Under the terms of the FCC Orders and the FCC Trust, claimants who obtain a final and non-appealable judgment, binding arbitration award, or settlement relating to amounts due in connection with Covered Activities are eligible to receive a distribution from the FCC Trust.[39] Claims to the FCC Trust are categorized and paid as follows:

> Type A Claims are those claims that seek $100,000 or less in total for amounts owed for Covered Activities. The Trustee (as defined in the FCC Trust Agreement) shall pay Type A Claims as he or she determines that they are valid and eligible for payment.
>
> Type B Claims are those that seek more than $100,000 for amounts owed for Covered Activities and are further split into two types. Type B-1 Claims are those portions of a Type B Claim that are (i) for outstanding amounts due as of December 31, 2025, or the date the Claimant (as defined in the FCC Trust Agreement) received notice from EchoStar that EchoStar would no longer fulfill its commitments under the agreement underlying the claim (whichever is earlier) for Covered Activities and/or (ii) for amounts expended or reasonably expected to be expended by the completion of the Covered Activities (e.g., costs for decommissioning towers and cell sites, costs for electricity used). Type B-2 Claims are those portions of a Type B Claim that are for lost future rents or profits and other future amounts (e.g., future taxes, insurance, etc.) due under agreements (including leases) for Covered Activities that have been terminated, and/or costs incurred for Covered Activities that the Claimant reasonably expected to be repaid out of future receipts.
>
> Every six (6) months, starting six (6) months after the Claims Opening Date (as defined in the FCC Trust Agreement), the Trustee shall determine whether the FCC Trust has sufficient money to pay in full all of the pending Type B-1 Claims (after payment of the FCC Trust's reasonable expenses and the Type A Claims). If so, then the Trustee shall pay the pending Type B-1 Claims; if not, then the Trustee

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[37] First Day Decl., Exs. 6, App'x B, 7 App'x B; see also Disclosure Statement Art. VI.E.1.

[38] Linder Decl. ¶ 44.

[39] Disclosure Statement Art. VI.E.1; First Day Decl., Exs. 6, App'x B, 7 App'x B.

> shall pay the pending Type B-1 Claims pro rata. After five (5) years from the Claims Opening Date, the Trustee shall determine whether the FCC Trust has sufficient money to pay all of the Type B-2 Claims in full (after payment of the FCC Trust's reasonable expenses and the Type A Claims and the Type B-1 Claims). If so, the Trustee shall pay the Type B-2 Claims; if not, the Trustee shall pay the Type B-2 Claims pro rata (retaining sufficient monies to pay the FCC Trust's closing expenses).[40]

31. A claimant that files a claim with the FCC Trust waives any legal rights it may have against EchoStar, DNC, DWLLC, and/or another EchoStar subsidiary or affiliate to otherwise recover against or enforce the judgment(s), arbitration award(s), or settlement(s) on which the claim to the FCC Trust is based.[41]

32. If any monies remain in the FCC Trust after payment to the claimants as described above, upon request of the Trustee or a potential Claimant, the Bureau may order that the FCC Trust remain open for additional time.[42] If there is no such request or the Bureau does not so order, the Trustee shall close the FCC Trust, pay its final expenses, and pay any remaining monies to EchoStar.[43]

C. The Debtors Prepare for Bankruptcy

1. The Restructuring Support Agreement and Related Transactions

33. On March 19, 2026, the parties entered into the Restructuring Support Agreement ("RSA"), which established the framework for the restructuring of the DBS Debtors and resolved

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40 First Day Decl., Exs. 6, App'x B, 7 App'x B.
41 *Id*. Ex. 6, App'x B ¶ 8.
42 *Id*. ¶ 10.
43 *Id*.

claims asserted by certain holders of DBS Notes[44] (collectively, the "Consenting Creditors")[45] related to the Bondholder Litigation.[46]

i. The RSA and Related Transactions

34. In October 2025, following the initial Spectrum Sales[47], the Company initiated discussions with certain holders of DBS Notes to explore a global resolution of the parties' disputes, which ultimately resulted in the RSA.[48]

35. Following months of negotiations,[49] on March 19, 2026, the DBS Debtors, EchoStar, certain other non-Debtor affiliates, and the Consenting Creditors entered into the RSA, establishing the framework for the restructuring of the DBS Debtors and resolving claims asserted by the Consenting Creditors related to the Bondholder Litigation, which EchoStar filed with the

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44 "DBS Notes" means, as defined in the First Day Declaration, collectively, the 7.750% senior notes due July 1, 2026 in the aggregate principal amount of $2.0 billion (the "2026 Senior Notes"), the 5.250% senior secured notes due December 1, 2026 in the aggregate principal amount of $2.75 billion (the "2026 Senior Secured Notes[,]" together with the 2026 Senior Notes, the "DBS 2026 Notes"), the 5.750% senior secured notes due 2028 in the aggregate principal amount of $2.5 billion (the "2028 Senior Secured Notes"), the 7.375% Senior Notes due 2028 in the aggregate principal amount of $1.0 billion (the "2028 Senior Notes"), and the 5.125% Senior Notes due 2029 in the aggregate principal amount of $1.5 billion (the "2029 Senior Notes[,]" together with the 2028 Senior Secured Notes and the 2028 Senior Notes, the "DBS 2028 and 2029 Notes").

45 The Consenting Creditors are defined as "the undersigned beneficial owners or holders of, or investment advisors, sub-advisors, or managers of funds or accounts that beneficially own or hold, DBS 2026 Secured Notes, DBS 2026 Unsecured Notes, DBS 2028 Secured Notes, DBS 2028 Unsecured Notes, or DBS 2029 Unsecured Notes, and DNC Notes (to the extent applicable solely with respect to the DNC Notes Commitments, the Transfer Provision, and the Consenting Creditor Representations) that have, in each case, executed and delivered counterpart signature pages to this Agreement or a Joinder or Transfer Agreement, as applicable, to Company Counsel and Ad Hoc Group Counsel (collectively, the 'Consenting Creditors'); provided, however, that the Consenting Creditors include such owners and holders of DNC Notes only to the extent that such DNC Notes are owned or held by an investment vehicle that holds DBS Notes." Disclosure Statement, Ex. B (RSA) at 2.

46 "Bondholder Litigation" means the action filed in the United States District Court for the Southern District of New York (the "District Court"), captioned U.S. Bank Tr. Co. N.A. v. DISH DBS Corp., No. 1:24-cv-3646 (JGLC) (S.D.N.Y.).

47 First Day Decl. ¶¶ 88-91; Linder Decl. ¶ 38.

48 First Day Decl. ¶ 17; Disclosure Statement Art. II.

49 Disclosure Statement Art. II.

SEC the same day (the "March 2026 RSA").[50] Paul Orban signed the March 2026 RSA on behalf of multiple EchoStar-affiliated entities.[51]

36. The March 2026 RSA provided for, among other things:

(i) the Consenting Creditors' agreement to (x) support a chapter 11 plan consistent with the parties' agreement "and otherwise in form and substance reasonably acceptable to the Required Consenting Creditors," to the extent a bankruptcy filing was necessary to effectuate the parties' agreement, [52] (y) vote to accept such plan, and (z) opt in to (or not opt out of) the releases set forth in such plan;[53]

(ii) the "terms of a refinancing (the 'Refinancing Transactions') of aspects of the capital structure and financial obligations of [DNC, DBS, DISH SubscriberCo and their respective subsidiaries that are guarantors under the DBS Notes[,]" to "address $11,750,000,000 of the Company Parties' funded debt obligations" as described in the Term Sheet attached to the March 2026 RSA (the "Term Sheet"), including, but not limited to, (x) redemption of the DBS 2026 Notes by a date certain and amendments to the indentures for certain other DBS Notes; (y) the repayment of certain intercompany loans; [54] and (z) the payment of a $125 million claim settlement amount (the "Claim Settlement Amount") to the Consenting Creditors, of which $75 million was paid by DBS on the RSA execution date and the remaining $50 million was paid by EchoStar on June 1, 2026;[55]

(iii) the dismissal with prejudice of the Bondholder Litigation and the execution of mutual releases between the Company Parties (as defined in the March 2026 RSA) and the Consenting Creditors;[56] and

50 EchoStar, Form 8-K (Current Report), Ex. 10.1 (Mar. 19, 2026), https://www.sec.gov/Archives/edgar/data/1415404/000141540426000006/sats-20260316xex10.htm ("EchoStar Mar. 19 Form 8-K").

51 *See* First Day Decl., Ex. 2 (RSA).

52 "Required Consenting Creditors" is defined in the March 2026 RSA to mean "at the time of the determination, the Consenting Creditors that hold at least 66.67% of the aggregate outstanding principal amount of DBS Notes held by all Initial Consenting Creditors. EchoStar Mar. 19 Form 8-K § 1.1. "Initial Consenting Creditors" is defined in the March 2026 RSA as "the beneficial owners or holders of, or investment advisors, sub-advisors, or managers of funds or accounts that beneficially own or hold, DBS 2026 Secured Notes, DBS 2026 Unsecured Notes, DBS 2028 Secured Notes, DBS 2028 Unsecured Notes, or DBS 2029 Unsecured Notes that have, in each case, executed and delivered counterpart signature pages to [the March 2026 RSA] on or prior to the [March 2026 RSA] Effective Date." Disclosure Statement, Ex. B (RSA) § 1.1 (definition of "Initial Consenting Creditors").

53 *Id.* §§ 1 (defining "Plan"), 6.1(a)(i) (consent to chapter 11 filing), 6.2(a)(i), (ii) (timely vote to accept the chapter 11 plan and agree to any releases therein).

54 *Id.* at Ex. B to RSA (Term Sheet) at 1-2.

55 *Id.*; Disclosure Statement Art. II.

56 *Id.* at Ex. B to RSA (Term Sheet) at 4.

(iv) payment by the Debtors of the professional fees and expenses of the Consenting Creditors following the "Effective Date" of the March 2026 RSA or in connection with the chapter 11 cases.[57]

37. Despite the fact that the Company appointed the Independent Managers and established the Special Committee in February and March 2026 "in anticipation of entry into a restructuring support agreement[,]" the DISH Wireless Debtors were not parties to the March 2026 RSA.[58] Instead, [redacted][59] on June 28, 2026, the Special Committee [redacted] (the "June 28, 2026 Special Committee Meeting").[60]

38. Notably, however, the RSA that the Special Committee authorized the DISH Wireless Debtors to join is materially different than the March 2026 RSA—it includes a new Annex 2 titled "Recovery Allocations" ("Annex 2"), which sets forth detailed terms governing the assignment of the Alleged Intercompany Loan Claim to the Manufactured Claim Trust and the distribution of recoveries by the Manufactured Claim Trust from DWLLC's estate.[61]

39. Annex 2 provides material additional consideration to the Consenting Creditors under the RSA. First, Annex 2 provides for the assignment of DNC's claims against DWLLC under the Alleged Intercompany Loan in the aggregate amount of $8,856,507,760.88, comprising principal plus accrued and unpaid PIK interest as of June 28, 2026 (the "Assigned Claims") from DNC to DBS, and then from DBS to the Manufactured Claim Trust for the ratable benefit of the

[57] *Id* at 6-7.
[58] Disclosure Statement Art. II; EchoStar Mar. 19 Form 8-K.
[59] DEBTORS_0060345-346 [Confidential] (March 12, 2026 Special Committee Meeting Minutes); DEBTORS_0060380-382 [Confidential] (April 28, 2026 Special Committee Meeting Minutes); DEBTORS_0060383-385 [Confidential] (April 30, 2026 Special Committee Meeting Minutes); DEBTORS_0060445-447 [Confidential] (June 2, 2026 Special Committee Meeting Minutes); DEBTORS_00060455-60456 [Confidential] (June 10, 2026 Special Committee Meeting Minutes); DEBTORS_00060477-60479 [Confidential] (June 25, 2026 Special Committee Meeting Minutes).
[60] DEBTORS_00060480-60483 [Confidential] (June 28, 2026 Special Committee Meeting Minutes); Disclosure Statement Art. II.
[61] *Id.*, Ex. B, Annex 2.

relevant indentures trustees on behalf of holders of DBS Notes.[62] It also provides that the Manufactured Claim Trust, as agent, "shall cast votes to accept the Plan on account of the Assigned Claims on behalf of all beneficial holders of DBS 2028 and 2029 Notes in proportion to their respective holdings of DBS Notes."[63]

40. By virtue of this structure, the Alleged Intercompany Loan Claim was purportedly converted from a single insider claim into approximately 1,240 separate purportedly "allowed" non-insider claims that could serve as the votes necessary to obtain an impaired accepting class.[64] Apparently to protect against the obvious litigation risk regarding this new provision, Annex 2 and the Claims Trust Agreement also provide that DBS will indemnify the Manufactured Claim Trust trustee's costs incurred in the chapter 11 cases, *including costs incurred in connection with any litigation related to the Assigned Claims* (*i.e.*, the Alleged Intercompany Loan Claim).[65]

41. Second, Annex 2 provides that the Manufactured Claim Trust's recoveries on the Alleged Intercompany Loan Claim will be applied to redeem up to hundreds of millions of dollars of take-back debt contemplated to be issued to the holders of the DBS 2028 and 2029 Notes under the DBS Plan (as defined below)[66] (even though such holders are otherwise receiving 100% recoveries under the DBS Plan),[67] subject to EchoStar's subrogation rights in respect of the $50

[62] Disclosure Statement Art. III.I; Disclosure Statement, Ex. B, Annex 2 at 2.

[63] *Id.*, Ex. B, Annex 2 at 2.

[64] *Schedule of Assets and Liabilities for DISH Wireless L.L.C.* (Case No. 26-90628) [Docket No. 3] at 21.

[65] Disclosure Statement, Ex. B, Annex 2 at 3; DEBTORS_00001721-1746 (June 29, 2026 Claims Trust Agreement) (the "Claims Trust Agreement"), § 6.01.

[66] Disclosure Statement, Ex. B, Annex 2 (providing for (i) the first $300 million recovered by the Manufactured Claim Trust from DWLLC's estate to be applied to redeem a corresponding aggregate principal amount of DBS 2028 and 2029 Notes on a pro rata basis, (ii) any further recoveries to be applied to redeem a corresponding aggregate amount of principal and accrued and unpaid interest on the DBS 2028 Secured Notes and (iii) any further recoveries after the DBS 2028 Secured Notes are redeemed in full to be applied to redeem a corresponding aggregate amount of principal and accrued and unpaid interest on the DBS 2028 Unsecured Notes and the DBS 2029 Unsecured Notes).

[67] Disclosure Statement Art. III.I; Disclosure Statement Art. III.I, Ex. B; *see also Disclosure Statement for the Modified Joint Prepackaged Chapter 11 Plan of DISH DBS Corporation and Certain of its Subsidiaries* [Docket No. 1344] at Art. III.H.

million portion of the Claim Settlement Amount that EchoStar paid to the Consenting Creditors on June 1, 2026.[68] By virtue of these provisions, EchoStar and Charles Ergen stand to receive the first $50 million recovered by the Manufactured Claim Trust on the Alleged Intercompany Loan Claim and to benefit from the increase in the value of their equity in reorganized DBS resulting from any redemption of the DBS take-back debt.

42. Despite the fact that Annex 2 was not included in the March 2026 RSA, which was executed by the Consenting Creditors, Annex 2 states that the assignment of the Alleged Intercompany Loan to the Manufactured Claim Trust for the benefit of the Consenting Creditors was "partial consideration for the agreements of the Consenting Creditors set forth in the Term Sheet,"[69] attached to the March 2026 RSA. However, as Crown Castle[70] explained in *Crown Castle's (I) Objection to DWLLC Intercompany Loan Claim and (II) Motion to Designate, Recharacterize, Disallow, and Estimate Such Claim for Voting Purposes* [Docket No. 382] (the "Alleged Intercompany Loan Claim Designation Motion"),[71] the Annex 2 "for the Alleged

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68 Disclosure Statement, Ex. B, Annex 2.

69 *Id.*

70 "Crown Castle" means, collectively, Aircomm of Avon, LLC; Atlantic Coast Communications LLC; CCATT LLC; CCTMO LLC; CCTM1 LLC; CCTM2 LLC; Coverage Plus Antenna Systems LLC; Crown Atlantic Company LLC; Crown Castle GT Company LLC; Crown Castle MU LLC; Crown Castle South LLC; Crown Castle Towers 05 LLC; Crown Castle Towers 06-2 LLC; Crown Castle Towers 09 LLC; Crown Communication LLC; Global Signal Acquisitions LLC; Global Signal Acquisitions II LLC; Global Signal Acquisitions III LLC; Global Signal Acquisitions IV LLC; GoldenState Towers, LLC; High Point Management Co. LLC; ICB Towers, LLC; Interstate Tower Communications LLC; IntraCoastal City Towers LLC; Pinnacle Towers Acquisition LLC; Pinnacle Towers Asset Holding LLC; Pinnacle Towers LLC; Pinnacle Towers III LLC; Radio Station WGLD LLC; Shaffer & Associates, Inc.; Sierra Towers, Inc.; Tower Development Corporation; Tower Systems LLC; Tower Technology Company of Jacksonville LLC; Tower Ventures III, LLC; WCP Wireless Lease Subsidiary, LLC; and TVHT, LLC.

71 American Tower, the Committee, TPG Peppertree, TowerCom and Fengate have filed joinders to the Alleged Intercompany Loan Claim Designation Motion. *American Tower's Joinder and Statement in Support of Crown Castle's (I) Objection to the DWLLC Intercompany Loan Claim and (II) Motion to Designate, Recharacterize, Disallow, and Estimate Such Claim for Voting Purposes* [Docket No. 397]; *Joinder of the Official Committee of Unsecured Creditors of DISH DBS Corporation, DISH Wireless L.L.C., et al., to the Motion of Crown Castle to Designate, Recharacterize, Disallow, and Estimate for Voting Purposes the DWLLC Intercompany Loan Claim* [Docket No. 466]; *Joinder Of TPG Peppertree, TowerCom, and Fengate to Crown Castle's (I) Objection To DWLLC Intercompany Loan Claim and (II) Motion to Designate, Recharacterize, Disallow, and Estimate Such Claim for Voting Purposes* [Docket No. 1335].

Intercompany Loan Claim were thus either negotiated after the [Consenting Creditors] signed the RSA (and therefore immaterial to their support of the Plan) or deliberately omitted from EchoStar's March [19, 2026] SEC filing."[72] The record on this point remains unclear; however, as discussed below, at least one step in the series of transactions contemplated by Annex 2 was completed before the March 2026 RSA was executed and filed with the SEC.

43. The transactions contemplated in the RSA were accomplished through a series of steps:

> (i) First, on March 12, 2026, the board of directors of DNC (consisting of Charles Ergen, Hamid Akhavan, and Tom A. Ortolf, [redacted])[73] approved the contribution by DNC to DWH of DNC's right, title, and interest in the Alleged Intercompany Loan.[74] On the same day, DWH sold and transferred the intercompany receivable to DBS pursuant to a Purchase and Sale Agreement (the "Purchase and Sale Agreement").[75]
>
> (ii) On June 26, 2026, a Delaware certificate of trust was filed establishing the Manufactured Claim Trust.[76]
>
> (iii) On June 28, 2026, DBS's board of directors (consisting of Charles Ergen, Jeffrey Blum, and Tom Ortolf) approved the assignment of DBS's interest in the Alleged Intercompany Loan to the Manufactured Claim Trust.[77]
>
> (iv) On June 29, 2026, DBS (signed by Charles Ergen) and DWLLC (signed by Paul Orban) executed an amendment reducing the stated interest rate on the loan from 11.50% per annum to 0.00% per annum concurrently with the assignment.[78]

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[72] Alleged Intercompany Loan Claim Designation Motion ¶ 41.

[73] *See, e.g.*, DEBTORS_00060311-337 [Confidential].

[74] DEBTORS_00000035-40 (March 12, 2026 DNC Board Written Consent). Although Debtors originally marked DEBTORS_00000035-40 "Confidential[,]" they have agreed to the public filing of the document. *See* July 23 Hearing Tr. at 50:15-25; UCC Exhibit List for Disclosure Statement Hearing, Ex. 11.

[75] DEBTORS_00000041-44 (March 12, 2026 Purchase and Sale Agreement). Although Debtors originally marked DEBTORS_00000041-44 "Confidential[,]" they have agreed to the public filing of the document. *See* July 23 Hearing Tr. at 50:15-25; UCC Exhibit List for Disclosure Statement Hearing, Ex. 12.

[76] DEBTORS_00000066 (Certificate of Trust). Although Debtors originally marked DEBTORS_00000066 "Confidential[,]" they have agreed to the public filing of the document. *See* July 23 Hearing Tr. at 50:15-25; UCC Exhibit List for Disclosure Statement Hearing, Ex. 16.

[77] DEBTORS_00000079-83 (June 28, 2026 DBS Board Written Consent). Although Debtors originally marked DEBTORS_00000079-83 "Confidential[,]" they have agreed to the public filing of the document. *See* July 23 Hearing Tr. at 50:15-25; UCC Exhibit List for Disclosure Statement Hearing, Ex. 18.

[78] DEBTORS_00000067-78 (June 29, 2026 Amendment No. 2 to Loan Agreement) at 1.

> (v) Finally, on June 30, 2026—the Petition Date—DBS (signed by Paul Orban) assigned the Alleged Intercompany Loan Claim, in the asserted amount of approximately $8.8 billion pursuant to an assignment and assumption agreement (the "Assignment and Assumption Agreement") to the Manufactured Claim Trust.[79]

2. DWLLC Creates a Special Committee

44. On March 3, 2026, DWLLC appointed Gerard Uzzi and Vikram Jindal (collectively, the "Independent Managers") to the DWLLC Board.[80] On March 3, 2026, the DWLLC Board established the Special Committee, and appointed the Independent Managers as its members.[81] On March 11, 2026, the Special Committee retained Dentons US LLP ("Dentons") as its counsel in connection with the discharge of the Special Committee's duties.[82]

i. Special Committee's Responsibilities

45. The Special Committee's responsibilities, [redacted][83] include: (a) reviewing and evaluating DWLLC's capital structure, assets, liabilities, operations, liquidity, and general financial condition and considering, evaluating, and negotiating financing transactions, restructuring transactions, and/or other strategic alternatives for DWLLC and its stakeholders, including the possibilities of undertaking a strategic, restructuring, financing, and/or any sale transaction or series of such transactions (each, a "Transaction") involving DWLLC or its subsidiaries, and approving and implementing any such Transaction, in each case to the extent that the [DWLLC Board] or the [Special Committee]

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[79] Disclosure Statement, Ex. D-2 at 11 ("On June 30, 2026, DBS assigned its $8.8 billion claim against DWLLC under the [] [Alleged] Intercompany Loan to the [][Manufactured] Claim Trust.").

[80] Linder Decl. ¶ 32; *Dish Wireless L.L.C.'s Application for Entry of an Order Pursuant to Section 372(a) of the Bankruptcy Code Authorizing the Retention and Employment of Dentons US LLP as Attorneys to the Special Committee of Independent Managers of Dish Wireless L.L.C. and Conflicts Counsel, Effective as of the Petition Date* [Docket No. 657] (the "Dentons Retention Application") ¶ 9. Note that it appears Matthew Linder incorrectly states in his Declaration the Independent Managers' appointment date as February 26, 2026 rather than March 3, 2026. *See* DEBTORS_ 000060311-60317 [Confidential] (March 3, 2026 DWLLC Board Meeting Minutes).

[81] Dentons Retention Application ¶ 9; *see also* Linder Decl. ¶ 32.

[82] Dentons Retention Application, Ex. C (Engagement Letter).

[83] DEBTORS_00006031-6037 [Confidential] (March 3, 2026 DWLLC Board Meeting Minutes).

reasonably determines that such matter or matters present an actual or potential conflict of interest between DWLLC or its subsidiaries on the one hand, and EchoStar or one or more of its subsidiaries (other than DWLLC or its subsidiaries), on the other hand [(each, a "Conflict Matter")][84]"; "(b) conduct[ing] an independent investigation and assess[ing] the merits and potential value of any potential claims and causes of action held by DWLLC or its subsidiaries against one or more of EchoStar or its subsidiaries (other than DWLLC or its subsidiaries)"; and "(c) tak[ing] any and all actions necessary or desirable in connection with the foregoing, including the authority to retain independent advisors."[85]

46. The Special Committee [redacted].[86] The Special Committee also [redacted].[87] In addition, the Special Committee [redacted].[88] [redacted]

ii. **Identified Conflict Matters and Investigation**

47. "The Special Committee has determined that the [Conflict Matters] include certain [t]ransactions contemplated in connection with DWLLC's restructuring, including the proposed

[84] "Conflict Matters" means "Specified Matters" as such term is defined in the Dentons Retention Application.

[85] Linder Decl. ¶ 33; *see also* Dentons Retention Application ¶ 9; First Day Decl. ¶¶ 18, 102; Disclosure Statement Art. VI.C.7.

[86] DEBTORS_00060311-60317 [Confidential] (March 3, 2026 DWLLC Board Meeting Minutes [redacted]) at DEBTORS_00060315).

[87] *Id.*

[88] *Id.*

debtor-in-possession financing to be provided by EchoStar, the proposed sale process for DWLLC's assets, and the Plan and related restructuring Transactions affecting DWLLC, including DWLLC's entry into the RSA."[89]

48. With respect to DWLLC's claims and causes of action, the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of DISH DBS Corporation, DISH Wireless L.L.C., and Their Respective Affiliated Debtors and Debtors in Possession* [Docket No. 7] (as amended, supplemented or otherwise modified, the "Disclosure Statement") reported that the Special Committee "is actively assessing the existence of potential Claims or Causes of Action that the DISH Wireless Debtors may hold against certain insiders and other affiliated Entities, whether the DISH Wireless Debtors should sell such Claims and Causes of Action, and, if so, whether the consideration under the EchoStar Stalking Horse APA provides sufficient value in exchange for such Claims and Causes of Action."[90] These potential claims and causes of action include those "with respect to all acts and omissions taken (or not taken) following the Company's receipt of the May 2025 FCC Letter" announcing the FCC's investigation.[91]

iii. [redacted] Special Committee Meetings

49. Despite the Special Committee's appointment as an independent body, [redacted]

[89] Dentons Retention Application ¶ 10.
[90] Disclosure Statement Art. VI.C.7; *see also id*. Art. XI.C.13.
[91] Disclosure Statement Art. XI.D.7.

[redacted][92]

3. The Special Committee's Approval for Multiple Additional Intercompany Transactions

50. Despite the fact that it was charged with investigating claims and causes of action against EchoStar and its affiliates, the Special Committee permitted the DISH Wireless Debtors to enter into material agreements with EchoStar and its affiliates that were intended to transfer value from the DISH Wireless Debtors to EchoStar and its affiliates or provided EchoStar and its affiliates with broad, sweeping releases for limited or no consideration including those discussed below.

i. DBS Secured Loan

51. On April 21, 2026, DBS, as lender, and DWLLC, as borrower, entered into a $75 million term loan to be used for "general corporate purposes" (the "DBS Secured Loan").[93] On May 26, 2026, Wireless Leasing, as guarantor, and DBS, as lender, entered into a guarantee and security agreement with respect to the DBS Secured Loan, which is secured by a lien on "substantially all of DWLLC's and DW Leasing's assets and guaranteed by DW Leasing."[94] Despite EchoStar causing DBS to be complicit in both the attempt to cleanse the Alleged Intercompany Loan Claim of its insider status and the Boost Transfer, each of which standing alone would warrant the equitable subordination of the DBS Secured Loan, the DBS Secured Loan was to be repaid in full from the proceeds of the sale of the DISH Wireless Debtors' assets to EchoStar.[95] Importantly, the allowance of the DBS Secured Loan and repayment thereof is not a

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[92] Debtors_ 00060338-60344 [Confidential] (March 3, 2026, March 9, 2026, and March 10, 2026 Special Committee Meeting Minutes).

[93] Linder Decl. ¶ 34 n.13.

[94] *Id.*

[95] *Id.*

condition under the DBS Plan (as defined below) or to payment in full of unsecured claims thereunder.

ii. The EchoStar DIP Facility

52. On July 1, 2026, the DISH Wireless Debtors, through White & Case, filed the DIP Motion seeking approval of the EchoStar DIP Facility, that certain Debtor-In-Possession Loan and Security Agreement by and among DWLLC as borrower, each other DISH Wireless Debtor as a guarantor, and EchoStar as lender, providing for a secured, junior, multi-draw debtor in possession term loan facility in an aggregate amount of up to $85 million.[96] As filed, the DIP Motion proposes to grant EchoStar liens on avoidance actions and the proceeds thereof, excluding any such claims pursued against EchoStar or any of its affiliates, representatives, agents, successors or assigns (other than the proposed guarantors of the EchoStar DIP Facility) or the proceeds thereof, ***but also proposes to provide EchoStar with superpriority claims recoverable from the proceeds of any avoidance actions—including those pursued against EchoStar or any of its affiliates, representatives, agents, successors or assigns***.[97]

53. Several other provisions of the EchoStar DIP Facility also strongly favor EchoStar, including, for example: (i) if the EchoStar Stalking Horse APA is terminated or invalidated, EchoStar can, among other things, terminate the EchoStar DIP Facility;[98] and (ii) the Debtors and the Special Committee cannot use DIP loan proceeds and certain other amounts related to the

96 *DISH Wireless Debtors' Motion for Entry of an Order (I) Authorizing, but Not Directing, the DISH Wireless Debtors To Obtain Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 62] (the "DIP Motion") ¶ 1.

97 DIP Motion, Ex. A (*Proposed Order (I) Authorizing, but Not Directing, the DISH Wireless Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief*) (the "Proposed DIP Order") 17-18 ¶ 8. However, the Debtors have indicated that they may not pursue approval of the EchoStar DIP Facility notwithstanding the fact that the DIP Motion has not been withdrawn (and indeed the Committee understands that the EchoStar DIP Facility may no longer be available in any event). DIP Motion ¶ 38.

98 *Id.*, Proposed DIP Order 30-31 ¶¶ 15(h), 16.

EchoStar DIP Facility to "initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type against EchoStar, DBS or their "respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors" "with respect to any transaction, occurrence, omission, action, or other matter[.]"[99] In addition, EchoStar [redacted][100]

54. [redacted][101] the Special Committee [redacted]

[99] *Id.* ¶ 30. The Proposed DIP Order allows the Special Committee to "expend up to $1,000,000.00" for its "investigation and assessment of the merits and potential value of any potential claims and causes of action held by the [DWLLC] against EchoStar . . . one or more of its subsidiaries[.]" *Id.* Thus, while the Special Committee may use DIP proceeds to investigate and assess claims, it cannot use such funds to act on those findings by asserting estate claims or objecting to EchoStar or non-Debtor affiliates' claims against the estates.

[100] *E.g.*, DEBTORS_00060481-82 [Confidential] (June 28, 2026 Special Committee Meeting Minutes) [redacted]); *see also* DEBTORS_00060455-60456 [Confidential] (June 10, 2026 Special Committee Meeting Minutes) ([redacted]); DEBTORS_00060477-60479 [Confidential] (June 25, 2026 Special Committee Meeting Minutes) ([redacted]).

[101] *See* DEBTORS_00060455-60456 [Confidential] (June 10, 2026 Special Committee Meeting Minutes) [redacted]; DEBTORS_00060469-60470 [Confidential] (June 18, 2026 Special Committee Meeting Minutes) [redacted]; DEBTORS_00060474-60476 [Confidential] (June 23, 2026 Special Committee Meeting Minutes) ([redacted]); DEBTORS_00060477-60479 [Confidential] (June 25, 2026 Special Committee Meeting Minutes) [redacted].

[redacted][102]

55. Notably, in a clear breach of fiduciary duty, neither the DISH Wireless Debtors nor the Special Committee have sought any alternative postpetition financing in lieu of the EchoStar DIP Facility.[103] Moreover, notwithstanding the fact that the DIP Motion has not been withdrawn, the Committee understands that approval of the EchoStar DIP Facility will not be pursued.

iii. The EchoStar Stalking Horse APA[104]

56. On July 1, 2026, the DISH Wireless Debtors filed the Bidding Procedures Motion,[105] seeking approval of procedures to market and sell substantially all of their assets, including potentially valuable estate claims and causes of action, pursuant to Bankruptcy Code section 363. The Special Committee has been delegated exclusive authority over the marketing and sale process, including all actions, determinations and business judgment in connection with the bidding procedures and any sale transaction with respect to the DISH Wireless Debtors.[106]

57. The Bidding Procedures Motion as filed seeks approval of the DISH Wireless Debtors' entry into and performance under the EchoStar Stalking Horse APA.[107] Pursuant to the EchoStar Stalking Horse APA, EchoStar has agreed to purchase substantially all of the DWLLC

[102] DEBTORS_00060480-60483 [Confidential] (June 28, 2026 Special Committee Meeting Minutes) ([redacted]).

[103] *See* DIP Motion ¶ 38.

[104] Terms used but not defined in this section shall have the meaning ascribed to them in the EchoStar Stalking Horse APA.

[105] *DISH Wireless Debtors' Emergency Motion for Entry of an Order (I) Approving Bidding Procedures for the Sale of the DISH Wireless Debtors' Assets, (II) Scheduling Certain Dates With Respect Thereto, (III) Approving the Form and Manner of Related Notices, (IV) Authorizing Entry Into the Stalking Horse Agreement, (V) Authorizing the Sale of Assets Free and Clear Of Liens, Claims, Interests, and Encumbrances, and (VI) Granting Related Relief* [Docket No. 15] (the "Bidding Procedures Motion").

[106] Bidding Procedures Motion, Ex. 1 at 2.

[107] *See* Bidding Procedures Motion, Ex. 4.

estate's assets, *including all the estate's claims and causes of action,* for a total of $300 million, subject to certain reductions.[108] The EchoStar Stalking Horse APA also includes the following additional provisions of note:

> The Purchased Assets: The EchoStar Stalking Horse APA contemplates EchoStar's purchase of two distinct categories of assets of the DISH Wireless Debtors: (i) certain hard assets, including inventory, machinery and equipment primarily stored in warehouses[109] and (ii) the "Purchased Claims" (together, the "Purchased Assets").
>
> The Purchased Claims: The Purchased Claims include an extensive list of claims and causes of action assertable by the DISH Wireless Debtors, including all claims and causes of action for avoidance, recovery, subordination, recharacterization, or any other relief, as well as, among others: (a) all claims and causes of action for breach of contract; (b) all claims and causes of action for fraud, misrepresentation, negligent misrepresentation, or concealment; (c) all claims and causes of action against current or former officers, directors, managers, employees, agents, advisors, or representatives of the DISH Wireless Debtors, including claims for breach of fiduciary duty or corporate waste; (d) all indemnification, contribution, or reimbursement claims against any third party; (e) all insurance claims and rights to insurance proceeds arising from or relating to the Purchased Assets; and (f) all alter ego, veil-piercing, and reverse veil-piercing claims against any current or former shareholder, member, partner, affiliate, or other related party of the Selling Entities, including any claims that any such party is liable for the obligations of any Selling Entity by reason of domination, control, undercapitalization, or disregard of corporate formalities.
>
> The Cash Purchase Price: The EchoStar Stalking Horse APA provides for $300 million in proposed cash consideration, which will be reduced, dollar-for-dollar, by (i) any amounts drawn by the DISH Wireless Debtors under the yet-to-be-approved EchoStar DIP Facility, in the aggregate stated amount of up to $85 million and (ii) repayment in full of the DBS Secured Loan.[110]
>
> No Successor Liability: In addition to the sale of the Purchased Assets being free and clear pursuant to Bankruptcy Code sections 105 and 363(f), the proposed sale would be free and clear of all Successor Liability Claims.[111] Additionally, the

[108] Bidding Procedures Motion, Ex. 4. The Purchased Assets do not include certain of the Assets, including the Batteries and certain Inventory, machinery, equipment, supplies and other tangible property located at the Cell Sites. *Id.* ¶ 12.

[109] The Purchased Assets do not include certain of the Assets, including the Batteries and certain Inventory, machinery, equipment, supplies and other tangible property located at the Cell Sites. *Id.* ¶ 12.

[110] EchoStar Stalking Horse APA, § 3.1.

[111] "Successor Liability Claims" means "any and all Claims, Liabilities, obligations, and causes of action asserted or assertable against the Buyer or any of its Affiliates or Representatives, in each case arising from or relating to the

EchoStar Stalking Horse APA includes a robust injunction against pursuing any Successor Liability Claims against EchoStar ***and its affiliates***, along with a requirement that satisfaction of any such Successor Liability Claims be made solely from the Selling Entities.[112]

Milestones: The EchoStar Stalking Horse APA includes several milestones, including, but not limited to: (i) no later than thirty (30) days after the Petition Date, entry of the Final Order approving the EchoStar DIP Facility; and (ii) on or before seventy-five (75) days after the Petition Date, entry of the order approving the sale of substantially all of the Selling Entities' assets pursuant to the EchoStar Stalking Horse APA or any Alternative Sale,[113] in form and substance reasonably acceptable to EchoStar.[114]

Closing Conditions: EchoStar's obligations to consummate the Transactions are subject to, among other things: (i) the Plan and Disclosure Statement that have been solicited prior to the Petition Date shall have been in form and substance reasonably acceptable to EchoStar; and (ii) within seventy-five (75) days following the Petition Date, the Bankruptcy Court shall have entered an Order, substantially in form and substance reasonably acceptable to EchoStar, approving the Disclosure Statement and confirming the Plan.[115]

No Bid Protections: The EchoStar Stalking Horse APA does not include bid protections (such as a break-up fee, termination fee, expense reimbursement or similar payment in connection with the Auction or the Transactions).[116] Such provision also precludes the provision of bid protections to any other bidder.[117]

58. While the DISH Wireless Debtors state in the Bidding Procedures Motion that they began efforts to sell their assets in October of 2025, proactive marketing efforts appear to have substantially ended in December of 2025.[118] The DISH Wireless Debtors only cited two instances of prepetition marketing of their assets to third parties.[119] [redacted]

Selling Entities' or the Business's ownership, operation, conduct, acts, omissions, or Liabilities prior to the Closing. . ." *Id*. § 1.1.

112 *Id.* at § 2.6. "Selling Entities" is defined as "each of the subsidiaries of the Seller listed on Schedule I and their respective bankruptcy estates." *Id*. at preamble.

113 Notably, "Alternative Sale" is not defined in the EchoStar Stalking Horse APA.

114 Bidding Procedures Motion, Ex. 4 EchoStar Stalking Horse APA, § 8.3.

115 *Id.* at § 9.2.

116 *Id.* at § 8.2(d).

117 *Id.*

118 Bidding Procedures Motion ¶¶ 15-17. The DISH Wireless Debtors also cite to passive marketing efforts, such as being in receipt and evaluating proposals for discrete asset categories, including a purchase offer of $850,000 for the DISH Wireless Debtors' full inventory of generators, an estimated $36 million gross-proceeds revenue share proposal for certain servers and multiple battery-purchase proposals. *Id*. ¶ 17.

119 *See id.*

[redacted][121]

59. Notably, substantially all of the milestones included in the EchoStar Stalking Horse APA are no longer viable given the trajectory of these chapter 11 cases, and no alternative milestones have been proposed.

60. In connection with the sale process, the Special Committee is required to prepare a report (the "Investigation Report") detailing the results of its investigation into certain of the Estate Claims proposed to be sold either pursuant to the EchoStar Stalking Horse APA or pursuant to a higher or otherwise better bid. Such Investigation Report was initially due to be posted to the dataroom maintained for potential bidders no later than August 1, 2026, with bids initially contemplated to be due on August 10, 2026. The August 1 deadline was subsequently extended to August 21, with that deadline again extended to August 28, 2026. On August 27, 2026, the Special Committee informed the Court that EchoStar has asserted a privilege over certain of the documents the Special Committee had been relying upon, and the Special Committee therefore

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[120] *E.g.,* DEBTORS_0060380-60382 [Confidential] (April 28, 2026 Special Committee Meeting Minutes); DEBTORS_00060453-60454 [Confidential] (June 10, 2026 Special Committee Meeting Minutes) [redacted]); DEBTORS_00060383-60384 [Confidential] (April 30, 2026); DEBTORS_00060386 [Confidential] ([redacted]); DEBTORS_00060477-60479 [Confidential] (June 25, 2026 Special Committee Meeting Minutes).([redacted].

[121] DEBTORS_00060480-60483 [Confidential] (June 28, 2026 Special Committee Meeting Minutes).

required an additional extension to address the privilege issue and finalize its analysis. As of the date hereof, the Investigation Report has not yet been issued.

61. Irrespective of the conclusions reached by the Special Committee in the forthcoming Investigation Report, the Committee has repeatedly raised concerns regarding the propriety of selling the Estate Claims under any process, particularly the compressed process proposed by the Debtors (through the Special Committee). On August 3, 2026, the Committee sent the Special Committee a letter (the "August 3 Letter") by which the Committee, among other things, demanded that the Special Committee terminate the EchoStar Stalking Horse APA and remove the Estate Claims from the sale process. On August 29, 2026, the Committee sent a second letter (the "August 29 Letter") to the Special Committee stating its understanding that the Special Committee had substantially completed its investigation. Accordingly, the Committee reiterated its demand that the Special Committee terminate the EchoStar Stalking Horse APA and remove the Estate Claims from the sale process and prevent the DISH Wireless Debtors from prosecuting the DISH Wireless Plan or any similar chapter 11 plan that provides for releases of EchoStar and its affiliates and insiders, or permits the Alleged Intercompany Loan to be voted as anything other than a single, disputed insider claim.

62. On September 1, 2026, the Special Committee responded to the Committee's August 29 Letter (the "September 1 Letter") [redacted]

[redacted][122] Nonetheless, the Debtors and the Special Committee confirmed that the only pause they are interested in is a *one-way* pause in which all parties seeking to (a) pursue claims related to the Boost Transfer and/or (b) challenge the propriety of the Alleged Intercompany Loan Claim and related Manufactured Claim Trust structure (i.e., the Committee and the DISH Wireless Debtors' most significant creditors) would not be permitted to proceed with such litigation (and indeed the Debtors would not be obligated to comply with any discovery obligations in connection with the foregoing), while the DISH Wireless Debtors would continue to pursue all litigation associated with the DISH Wireless Debtors' pending Objection to Tower Claims (as defined below).[123]

iv. The June 28, 2026 Approvals

63. On June 28, 2026, the Special Committee executed the Omnibus Resolutions of Governing Bodies of Certain Entities (the "Omnibus Resolutions") on behalf of DWLLC for DWLLC itself and in its capacity as Sole Manager of DWLLC's subsidiaries.[124] The Omnibus Resolutions authorized the DISH Wireless Debtors to file for chapter 11 and enter into a number of transactions, including the EchoStar Stalking Horse APA, the EchoStar DIP Facility, and the RSA. The Omnibus Resolutions further authorized the DISH Wireless Debtors to (i) retain White & Case as general bankruptcy counsel and Dentons US LLP as independent counsel to the Special Committee, (ii) market and sell "substantially all of the assets of the DISH Wireless Debtors," (iii)

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[122] While the Special Committee [redacted]

[123] *Statement Regarding (I) the DBS Debtors' Plan Confirmation Schedule and (II) the Status of the DISH Wireless Debtors' Chapter 11 Plan and Certain Contested Matters* [Docket No. 1346] (the "Plan Status Statement") ¶ 2.

[124] Debtors' Voluntary Petition for Non-Individuals Filing for Bankruptcy [Docket No. 1], Omnibus Resolutions at 1-8.

reject any contract or lease pursuant to Bankruptcy Code section 365, (iv) seek approval of the EchoStar DIP Facility from the Bankruptcy Court, and (v) "execut[e], solicit[], implement[], and tak[e] various other actions with respect to the [DISH Wireless Plan] and the Disclosure Statement . . . ."[125]

4. The Chapter 11 Filing and Additional Matters at Issue in the Chapter 11 Cases

i. The DISH Wireless Plan and Disclosure Statement

64. On the Petition Date, the Debtors filed the *Joint Prepackaged Chapter 11 Plan of DISH DBS Corporation, DISH Wireless L.L.C., and Their Respective Affiliated Debtors and Debtors in Possession* [Docket No. 6] (the "Initial Proposed Plan") and the Disclosure Statement.[126] Although characterized as a prepackaged plan covering all eighteen Debtors, the Initial Proposed Plan contemplated separate chapter 11 plans for the DBS Debtors (the "DBS Plan"), on the one hand, and the DISH Wireless Debtors, on the other hand, which separate plans were to proceed on a unified solicitation and confirmation schedule. Following the Debtors' filing of the *Debtors' Statement Regarding Case Schedule and Bifurcation of DBS Debtors' and DISH Wireless Debtors' Chapter 11 Plans* [Docket No. 1230] (the "Bifurcation Statement"), the Debtors expressed their intent to bifurcate the previously combined plan process into two distinct plan processes, with the DBS Plan and the DISH Wireless Plan each proceeding on a separate solicitation and confirmation schedule. On Friday, September 4, 2026, the Debtors filed the Plan

[125] *Id.*

[126] The Debtors have filed the following amended versions of the Initial Proposed Plan and Disclosure Statement: *Modified Joint Prepackaged Chapter 11 Plan of DISH DBS Corporation, DISH Wireless L.L.C., and Their Respective Affiliated Debtors and Debtors in Possession* [Docket No. 494]; *Disclosure Statement for the Modified Joint Prepackaged Chapter 11 Plan of DISH DBS Corporation, DISH Wireless L.L.C., and Their Respective Affiliated Debtors and Debtors in Possession* [Docket No. 495]; *Second Modified Joint Prepackaged Chapter 11 Plan of DISH DBS Corporation, DISH Wireless L.L.C., and Their Respective Affiliated Debtors and Debtors in Possession* [Docket No. 911]; *Disclosure Statement for the Second Modified Joint Prepackaged Chapter 11 Plan of DISH DBS Corporation, DISH Wireless L.L.C., and Their Respective Affiliated Debtors and Debtors in Possession* [Docket No. 912].

Status Statement indicating that the DISH Wireless Debtors and the Special Committee had determined to defer prosecution of the DISH Wireless Plan, but have not indicated that they would be withdrawing such plan.[127]

65. As originally drafted and proposed by the DISH Wireless Debtors, the DISH Wireless Plan provided that the $8.8 billion Alleged Intercompany Loan Claim could be asserted against the FCC Trust.[128] On July 30, 2026, the FCC rejected this assertion, clarifying that the "purpose of the [FCC Trust] is to pay those entities . . . that performed the work of building EchoStar's 5G network, not those that provided EchoStar the funds to do so."[129] "[T]o ensure that [] the purpose of the fund [was] not perverted," the FCC modified the FCC Trust's terms to "explicitly exclude from payment any claims of EchoStar or its subsidiaries" from participating in the FCC Trust, including as to EchoStar's "stockholders, bondholders, lenders, or other EchoStar subsidiaries or affiliates (e.g., through an intercompany transfer)."[130]

66. In response, the DISH Wireless Debtors subsequently amended[131] the DISH Wireless Plan, eliminating the Manufactured Claim Trust's ability to elect to assert the Alleged Intercompany Loan Claim against the FCC Trust.[132] As the DISH Wireless Debtors recently

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[127] Plan Status Statement.

[128] *See* Disclosure Statement Art. XI.C.7 ("The [] [Manufactured] Claim Trust may assert the [] [Alleged] Intercompany Loan Claims against the FCC Trust as Type B-1 Claims."); *see also Disclosure Statement for the Modified Joint Prepackaged Chapter 11 Plan of DISH DBS Corporation, DISH Wireless L.L.C., and Their Respective Affiliated Debtors and Debtors in Possession* [Docket. No. 495] Art. VI.E.3 (same).

[129] July 30 FCC Order at 3; *id.* at 1 ("EchoStar has now told a federal bankruptcy court that this fund can be used to pay a loan one EchoStar subsidiary supposedly made to another, a claim so large it threatens to swallow the fund. We disagree, and clarify what should be obvious – that the fund cannot be used to pay companies that did not build the network.").

[130] *Id.* at 1-3; *id.* at 2 ("[A] claim for repayment of monies provided to DISH Wireless or other EchoStar subsidiaries or affiliates does not meet the definition of a Fund Claim . . . ."); *id.* at 3 n.13 ("[T]he $8.8 billion claim discussed in this Order is no longer held by DISH Network Corp., an EchoStar subsidiary, but has been assigned to a trust for the benefit of certain creditors of DISH DBS Corp., a different EchoStar subsidiary. Because the claim arose from a purported loan from an EchoStar subsidiary, it does not meet the definition of Fund Claim as now modified by this Order.").

[131] *Modified Joint Prepackaged Chapter 11 Plan of DISH DBS Corporation, DISH Wireless L.L.C., and Their Respective Affiliated Debtors and Debtors in Possession* [Docket No. 494].

[132] *See* Disclosure Statement at Arts. II.5, III.K, VI.E. ("The July 30 [FCC] order provides that a claim eligible to recover from the FCC Trust excludes any claims on behalf of EchoStar or its subsidiaries or affiliates, or any

stated, "[t]he practical consequence of the FCC's July [30 FCC] [] Order is significant: it excludes the single largest source of dilution risk to recovery of [Holders of DISH Wireless General Unsecured Claims (as defined below)][133] from the FCC Trust—the Alleged Intercompany Loan Claim—cannot access the FCC Trust at all."[134] However, rather than accept the FCC's decision, on August 31, 2026, EchoStar (in a letter signed by Jeffrey Blum *who serves on the DWLLC Board*) submitted the Application for Review asking for the July 30 FCC Order to be reversed (notwithstanding that EchoStar does not own the Alleged Intercompany Loan Claim and the DISH Wireless Debtors' position is that the Alleged Intercompany Loan Claim is not an insider claim), evidencing the fact that EchoStar does, however, have significant economic interests in its ability to share in the FCC Trust and recover from the DISH Wireless Debtors' estates and continues to exert control in these cases to the detriment of DWLLC and its creditors.[135] Neither the DISH Wireless Debtors nor the Special Committee informed the Court of Blum's submission of EchoStar's August 31 Application for Review to the FCC.

67. The DISH Wireless Plan contains a number of notable provisions:

> <u>Releases</u>: The DISH Wireless Plan contains broad releases by the DISH Wireless Debtors of all claims and causes of action against other Debtors, non-Debtor affiliates, including EchoStar, and their directors, officers, and other related parties.[136]

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assignee thereof, which includes the [] [Alleged] Intercompany Claim. The Debtors have modified the Plan to reflect the July 30 order.")

133 "Holder" has the meaning given to that term in the DISH Wireless Plan.

134 Revised Proposed Solicitation Order (defined below), Ex. 2-2 (Debtors' Supplemental Cover Letter) at 1.

135 Application for Review.

136 DISH Wireless Plan Art. VIII.C ("each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by and on behalf of each and all of the Debtors, their Estates, and the Reorganized DBS Debtors and Post-Effective Date DISH Wireless Debtors, in each case on behalf of themselves and their respective successors, assigns, and Representatives, and any and all Entities that may purport to assert any Claim or Cause of Action . . . ."); *id.* Art. I.A.65 ("'<u>Released Parties</u>' means, collectively, each of the following, in each case solely in their respective capacities as such: (a) each Debtor; (b) each Reorganized DBS Debtor and each Post-Effective Date DISH Wireless Debtor; (c) each Consenting Creditor; (d) the DIP Lender; (e) EchoStar; (f) each Releasing Party; and (g) each Related Party of each Entity in the foregoing clauses (a) through clause (f)").

Treatment of the Alleged Intercompany Loan Claim: The DISH Wireless Debtors purport to treat the Alleged Intercompany Loan Claim as an Allowed[137] DISH Wireless General Unsecured Claim under the DISH Wireless Plan.[138]

Impaired Class: Under the DISH Wireless Plan, DISH Wireless General Unsecured Claims (as defined in the DISH Wireless Plan) against DWLLC, including the Alleged Intercompany Loan Claim, comprise the only impaired class of claims entitled to vote to accept or reject the DISH Wireless Plan.[139]

FCC Trust Election: The DISH Wireless Plan requires holders of Allowed DISH Wireless General Unsecured Claims (other than the Manufactured Claim Trust) to elect to recover either under the DISH Wireless Plan or from the FCC Trust.[140] Holders of Allowed DISH Wireless General Unsecured Claims that make the FCC Trust Election are required by the FCC Trust Agreement to grant releases to EchoStar and certain related parties as a prerequisite to participation in the FCC Trust.[141]

Limitation on FCC Trust Recovery: Notwithstanding that the DISH Wireless Plan expressly provides that it is not intended to alter the terms or administration of the FCC Trust,[142] the DISH Wireless Plan prohibits a claimant from recovering more than the Allowed amount of its claim from any source, including the FCC Trust.[143]

137 "Allowed" has the meaning given the term in Bankruptcy Code section 502.

138 *Id.* Art. I.A.80 ("For the avoidance of doubt, DISH Wireless General Unsecured Claims include (a) . . . any Claim held by the [] Manufactured Claim Trust against DWLLC under the [] [Alleged] Intercompany Loan assigned to the [] Manufactured Claim Trust for the ratable benefit of [] [Manufactured] Claim Trust Beneficiaries prior to the Petition Date in accordance with the terms of the Restructuring Support Agreement."); *Schedule of Assets and Liabilities for DISH Wireless L.L.C.* (Case No. 26-90628) [Docket No. 3] at 21, Schedule E/F (listing the Alleged Intercompany Loan Claim as a non-contingent, liquidated, and undisputed claim in the amount of $8,856,507,760.88 and noting, "[t]his represents Allowed DISH Wireless General Unsecured Claims held by at least 1,240 [] [Manufactured] Claim Trust Beneficiaries and will be held, administered, and distributed by the trustee for the [] [Manufactured] Claim Trust[.]"). "DISH Wireless General Unsecured Claim" means "any Claim against any DISH Wireless Debtor that is not an Administrative Claim, a DIP Financing Claim, a Priority Tax Claim, an Other Priority Claim, an Other Secured Claim, a Prepetition Secured Loan Claim, a Secured Type A Claim or a DISH Wireless Intercompany Claim" as those terms are defined in the DISH Wireless Plan. *Id.* Art. I.A.80.

139 *Id.* Art. III.A.2(e).

140 *Id.* Art. I.A.119 ("'FCC Trust Election' means the election made by a Holder of an Allowed DISH Wireless General Unsecured Claim to pursue recovery on such Claim from the FCC Trust by making a Covered Claim Submission to the FCC Trust in accordance with the FCC Trust Documents."); *id.* Art. IV.C ("Notwithstanding anything to the contrary in this Plan or the Confirmation Order, except as any EchoStar Party may otherwise agree in writing, under no circumstances shall the Disbursing Agent make a distribution to any Holder of an Allowed DISH Wireless General Unsecured Claim that has made the FCC Trust Election."); *id.* Art. III.A.2.(e)(iii) ("FCC Trust Election").

141 Disclosure Statement Art. III.L.

142 DISH Wireless Plan Art. IV.C.2 ("Nothing in this Plan is intended to or shall alter or modify the FCC Trust Documents or the administration of the FCC Trust thereunder.").

143 *Id.* Art. IV.C.4 ("Notwithstanding any provision of this Plan to the contrary, in no event shall the aggregate amount of all distributions received by a Holder on account of such Claim from any source whatsoever—including from the FCC Trust, from the DISH Wireless Distributable Value, or any combination thereof—exceed the Allowed amount of such Claim.").

> DISH Wireless General Unsecured Claims Recovery Under the DISH Wireless Plan: Each holder of an allowed DISH Wireless General Unsecured Claim that does not make the FCC Trust Election will receive its pro rata share of the DISH Wireless Distributable Value (as defined in the DISH Wireless Plan), which the DISH Wireless Plan provides will be comprised of cash in an amount equal to the sum of (i) the net proceeds from the sale of the DISH Wireless Debtors' remaining assets, (ii) cash on hand as of the effective date of the DISH Wireless Plan, and (iii) any other amounts remaining in the DISH Wireless Debtors' estates, in each case net of certain costs and payments to be made in connection with the chapter 11 cases and/or under the DISH Wireless Plan.[144]

68. On July 1, 2026, the Debtors filed the *Debtors' Emergency Motion for Entry of an Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation and Voting Procedures, (III) Approving the Form of Ballots and Notices, (IV) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan, (V) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan, (VI) Conditionally Waiving the Requirements That (A) the U.S. Trustee Convene a Creditors' Meeting for the DBS Debtors and (B) the DBS Debtors File Schedules of Assets and Liabilities and Statements of Financial Affairs, and Rule 2015.3 Reports, and (VII) Granting Related Relief* [Docket No. 18] (the "Solicitation Procedures Motion"). By the Solicitation Procedures Motion, the Debtors initially proposed a compressed solicitation and confirmation timeline for the DISH Wireless Debtors' cases that included, among other dates, a September 3, 2026, voting deadline and a combined hearing to consider final approval of the Disclosure Statement and confirmation of the Initial Proposed Plan during the week of September 14, 2026.

69. On July 21, 2026, the Committee filed the *Objection of the Official Committee of Unsecured Creditors to the Debtors' Emergency Motion for Entry of an Order (I) Conditionally*

[144] *Id.* Arts. I.79, III.B.2.e.

Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation and Voting Procedures, (III) Approving the Form of Ballots and Notices, (IV) Approving Certain Dates and Deadlines in Connection With the Solicitation and Confirmation of the Plan, (V) Scheduling a Combined Hearing On Final Approval of the Disclosure Statement and Confirmation of the Plan, (VI) Conditionally Waiving the Requirements that (A) the U.S. Trustee Convene a Creditors' Meeting for the DBS Debtors and (B) the DBS Debtors File Schedules of Assets and Liabilities and Statements of Financial Affairs, and Rule 2015.3 Reports, and (VII) Granting Related Relief [Docket No. 464] (the "Solicitation Procedures Objection"). By the Solicitation Procedures Objection, the Committee argued that the Debtors were attempting to solicit votes on, and build a chapter 11 process around, a proposed plan that was contingent on the allowance of and vote manufacturing associated with the Alleged Intercompany Loan Claim. The Committee further argued that the Alleged Intercompany Loan Claim presented a threshold, gating issue that should be resolved before confirmation of the Initial Proposed Plan should be considered. The Committee asserted that the solicitation procedures were designed to force creditors of the DISH Wireless Debtors to vote on the DISH Wireless Plan before critical threshold issues had been adjudicated. The Committee further contended that the Disclosure Statement failed to provide adequate information regarding the value of the DISH Wireless Debtors' assets and estate causes of action, the impact of the Alleged Intercompany Loan Claim on creditor recoveries, the operation of the FCC Trust Election process and the confirmability of the Initial Proposed Plan.

70. The Solicitation Procedures Motion was heard on July 23, 2026, at which time the Court considered the Solicitation Procedures Objection. Although the Court generally did not opine on the arguments advanced by the Committee in the Solicitation Procedures Objection and did determine to approve the Disclosure Statement on a conditional basis, the Court also found

that the Debtors' proposed confirmation timeline was too compressed to provide parties in interest with adequate due process. The Court provided the parties with guidance on suggested dates, and directed the parties to negotiate a revised consensual schedule consistent with such guidance. The parties did ultimately agree on such a schedule, but as described below that schedule was subsequently abandoned by the Debtors and, as of the date hereof, no solicitation procedures order has been entered in these cases.

71. On August 19, 2026, the Court held a status conference to consider scheduling matters related to confirmation of the Initial Proposed Plan (the "August 19 Status Conference"). During the August 19 Status Conference, the Court outlined two potential paths forward for confirmation of the DISH Wireless Plan. Under the first path, (i) the stipulations resolving the Estimation Motion (as defined below) would remain in place for confirmation, (ii) the Objection to Tower Claims (as defined below) would be adjudicated after confirmation and (iii) the confirmation hearing would occur in December in conjunction with the hearing on the Alleged Intercompany Loan Claim Designation Motion. Under the second path, the Objection to Tower Claims would be litigated in mid-November and the confirmation hearing and hearing on the Alleged Intercompany Loan Claim Designation Motion would occur in December. The Debtors elected to pursue the latter course as indicated in the Bifurcation Statement and, as noted above, have now determined to bifurcate the DISH Wireless Plan and the DBS Plan.

ii. The Crown Castle Alleged Intercompany Loan Claim Designation Motion

72. On July 16, 2026, Crown Castle filed the Alleged Intercompany Loan Claim Designation Motion, requesting that the Court (i) designate the Manufactured Claim Trust's vote of the Alleged Intercompany Loan Claim and disallow such vote for purposes of determining whether the requirements of Bankruptcy Code sections 1126(c) and 1129(a)(10) have been

satisfied, (ii) recharacterize the Alleged Intercompany Loan as an equity contribution, (iii) temporarily disallow the Alleged Intercompany Loan Claim pursuant to Bankruptcy Code section 502(d), and/or (iv) estimate the Alleged Intercompany Loan Claim at one dollar in amount and one in number for voting purposes.[145]

73. On July 21, 2026, the Committee filed a joinder to the Alleged Intercompany Loan Claim Designation Motion, with an express reservation of rights with respect to, *inter alia*, the Alleged Intercompany Loan Claim and the Boost Transfer.[146]

74. The Committee continues to investigate a number of additional potential estate claims and causes of action related to the Alleged Intercompany Loan Claim on behalf of the estates.

iii. The Committee Standing Motion

75. On August 7, 2026, the Committee filed the Committee Standing Motion,[147] seeking leave, standing, and authority to commence, prosecute, and, if applicable, settle causes of action for avoidance of the Boost Transfer as a preferential transfer, constructive fraudulent transfer, and actual fraudulent transfer on behalf of DWLLC's estate against non-Debtor affiliates EchoStar, DNC, BoostCo, Retail Purchasing, Wireless Financing, and DWH. The Committee also intends to file additional pleadings with respect to the allowance and treatment of the Alleged Intercompany Loan Claim prior to the hearing scheduled in respect of such claim.

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145 Alleged Intercompany Loan Claim Designation Motion at 34.

146 *Joinder of the Official Committee of Unsecured Creditors of DISH DBS Corporation, DISH Wireless L.L.C., et al., to the Motion of Crown Castle to Designate, Recharacterize, Disallow, and Estimate for Voting Purposes the DWLLC Intercompany Loan Claim* [Docket No. 466] at 8.

147 *Emergency Motion of the Official Committee of Unsecured Creditors for Entry of an Order Granting Leave, Standing and Authority to Prosecute Certain Estate Claims on Behalf of DWLLC's Estate* [Docket No. 836] ("Committee Standing Motion").

iv. The Estimation Motion and Objection to Tower Claims

76. On July 6, 2026, the DISH Wireless Debtors filed the *DISH Wireless Debtors' Motion for Entry of an Order Estimating Claims for Voting Purposes Under Rule 3018(a)(4) of the Federal Rules of Bankruptcy Procedure* [Docket No. 168] (the "Estimation Motion") seeking estimation of certain disputed claims for plan voting purposes. In the Estimation Motion, the DISH Wireless Debtors represented that estimating the relevant claims for voting purposes was "urgently necessary" and that they had "carefully calibrated the relief requested . . . to allow all of the Debtors (including the DBS Debtors) to proceed expeditiously to confirmation on a unified timeline."[148] The DISH Wireless Debtors further represented in the Estimation Motion that the relief requested would not require any party to litigate force majeure or other defenses to the relevant claims "at any time before the Effective Date of the Plan" and that they would "promptly proceed to confirmation, without undue delay."[149]

77. A number of claimants raised formal and/or informal objections to the relief requested by the Estimation Motion. In response thereto, the Committee engaged in discussions with both the objecting claimants and the DISH Wireless Debtors over a potential resolution of the objections whereby the objecting claimants would stipulate to certain agreed amounts for voting purposes only, thereby providing the DISH Wireless Debtors with the benefit of the relief requested and obviating the need for a contested and expensive evidentiary hearing. The objecting parties and the DISH Wireless Debtors ultimately agreed on stipulations incorporating the agreed-upon

[148] Estimation Motion ¶¶ 2, 5.
[149] Estimation Motion ¶¶ 2, 10.

amounts, and thereafter, the Court entered orders approving such stipulations,[150] including one such stipulation with Crown Castle, American Tower and SBA.[151]

78. On August 11, 2026–one day after the final Tower Claimants Estimation Stipulation was approved by the Court—the Debtors filed the *DISH Wireless Debtors' First Omnibus Objection to the Claims of Crown Castle, American Tower, and SBA* [Docket No. 904] (the "Objection to Tower Claims") seeking disallowance or reduction of the claims of Crown Castle, American Tower and SBA (the "Tower Claims") in advance of confirmation of the DISH Wireless Plan. The Objection to Tower Claims seeks disallowance and expungement of the Tower Claims in their entirety on the basis that DWLLC's non-performance is excused under the doctrines of impossibility and frustration of purpose resulting from the Spectrum Sales, and that performance is separately excused under the force majeure provisions of the alleged real property leases.[152] In the alternative, the Objection to Tower Claims seeks to reduce and cap the Tower Claims under Bankruptcy Code section 502(b)(6), arguing that the Tower Claims' agreements are, in economic substance, real property leases subject to that statute's damages limitation.[153] The Objection to Tower Claims is anticipated to be heard in November 2026. The Court—in response to White & Case changing their strategy one day after the Tower Claimants Estimation Stipulation was entered—gave the DISH Wireless Debtors a choice to pursue the current plan with stipulated claim amounts and hold a confirmation hearing by mid-November, or to continue to pursue the merits

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[150] *Stipulation and Agreed Order By and Among the Debtors and Certain Creditors Resolving the Debtors' Voting Estimating Motion* [Docket No. 1086]; *Stipulation and Agreed Order By and Among the Debtors and Certain Creditors Resolving the Debtors' Voting Estimating Motion* [Docket No. 1088]; *Stipulation and Agreed Order By and Among the Debtors and Certain Creditors Resolving the Debtors' Voting Estimating Motion* [Docket No. 1119]; *Stipulation and Agreed Order By and Among the Debtors and Certain Creditors Resolving the Debtors' Voting Estimating Motion* [Docket No. 1121].

[151] *Stipulation and Agreed Order Between the DISH Wireless Debtors and Certain Tower Claimants Temporarily Estimating Claims of Such Tower Claimants Solely for Voting Purposes Pursuant to Rule 3018(A)(4) of the Federal Rules of Bankruptcy Procedure* [Docket No. 890] (the "Tower Claimants Estimation Stipulation").

[152] Objection to Tower Claims ¶¶ 61-62.

[153] Objection to Tower Claims ¶¶ 6, 100.

objection. The DISH Wireless Debtors—showing that they no longer believe their original plan is confirmable even with stipulated voting amounts for true third-party creditors—chose the litigious 'merits' path.

v. Discovery Matters

79. Consistent with its mandate to advocate for the interests of all unsecured creditors, the Committee has diligently sought discovery from the Debtors related to various critical issues in these chapter 11 cases.[154] Notwithstanding the Committee's frequent efforts to meet and confer with the Debtors (through their rapidly-growing roster of advisors) and obtain access to the documents required to assess the expansive universe of issues implicated by the Debtors' own actions, the Debtors have met the 2004 Discovery with frequent delays, requests to push deadlines, and vague and improper responses to the requests. As of August 31, 2026, the Debtors have taken the position that they need not produce documents responsive to the 2004 Discovery, with the exception of requests concerning the Alleged Intercompany Loan Claim specifically, until after the Special Committee issues its Investigation Report.

[154] To date, such discovery includes but is not limited to: (1) *Notice of Official Committee of Unsecured Creditors' First Request For Production of Documents From Debtors Pursuant to Federal Rule of Bankruptcy Procedure 2004* ("First Rule 2004 Discovery"), filed on August 3, 2026; (2) *Notice of Official Committee of Unsecured Creditors' Second Request For Production of Documents From Debtors Pursuant to Federal Rule of Bankruptcy Procedure 2004* ("Second Rule 2004 Discovery"), filed on August 8, 2026; and (3) *Notice of Official Committee of Unsecured Creditors' Third Request For Production of Documents From Debtors Pursuant to Federal Rule of Bankruptcy Procedure 2004* ("Third Rule 2004 Discovery" and together with the First Rule 2004 Discovery and the Second Rule 2004 Discovery, the "2004 Discovery"), filed on August 28, 2026.

80. With respect to requests concerning the Alleged Intercompany Loan Claim, the Debtors had originally been obligated to complete their document production on August 17, 2026 per the agreed-upon Revised Proposed Solicitation Order.[155] Notwithstanding the fact that this date has passed, the Debtors, among other things, have now unilaterally proposed a new deadline of September 25, 2026.

vi. The Plan Status Statement

81. On September 4, 2026, White & Case filed the Plan Status Statement on behalf of the Debtors and the Special Committee stating that they had determined to defer the filing of an amended DISH Wireless Plan and wanted to pause the Committee's prosecution of the Committee Standing Motion and the objections to the Alleged Intercompany Loan Claim, both of which challenge the propriety of actions taken by EchoStar, the DISH Wireless Debtors and their affiliates at the expense of the DISH Wireless Debtors' estates and their unsecured creditors, but seeks to continue to prosecute the DISH Wireless Debtors' Objection to Tower Claims in order to further EchoStar's agenda.

D. White & Case's Retention Application

82. On July 30, 2026, the Debtors filed the White & Case Retention Application seeking to retain White & Case as their general bankruptcy counsel.[156]

83. On September 5, 2026, the Committee filed the Objection to White & Case's Retention Application.

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[155] The "Revised Proposed Solicitation Order" refers to the proposed *Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation and Voting Procedures, (III) Approving the Form of Ballots and Notices, (IV) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan, (V) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan, (VI) Conditionally Waiving the Requirements that (A) the U.S. Trustee Convene a Creditors' Meeting for the DBS Debtors and (B) the DBS Debtors File Schedules of Assets and Liabilities and Statements of Financial Affairs, and Rule 2015.3 Reports, and (VII) Granting Related Relief* [Docket No. 914], which schedule, as noted above, the Debtors have now unilaterally determined to abandon.

[156] White & Case Retention Application ¶¶ 1, 10.

RELIEF REQUESTED

84. By the Motion, the Committee respectfully requests entry of an order: (i)(a) appointing a chapter 11 trustee for the DISH Wireless Debtors pursuant to Bankruptcy Code section 1104(a), or, alternatively, (b) terminating the DISH Wireless Debtors' exclusive periods pursuant to Bankruptcy Code section 1121(d); and (ii) granting such other relief as the Court may deem appropriate.

BASIS FOR RELIEF

I. The Appointment of a Trustee for the DISH Wireless Debtors' Estates Is Warranted Pursuant to Bankruptcy Code Sections 1104(a)(1) and 1104(a)(2)

85. "Although there is a strong presumption that a debtor should remain in possession absent a showing of need for the appointment of a trustee, ***this presumption is not absolute***." *In re Ashley River Consulting, LLC,* No. 14-13406, 2015 WL 1540941, at *8 (Bankr. S.D.N.Y. Mar. 31, 2015) (emphasis added); *In re Glob. Clean Energy Holdings, Inc.*, No. 25-90113, 2026 WL 1459905, at *10 (S.D. Tex. May 25, 2026) ("'A strong presumption exists that the debtor should maintain control of the estate. In order to overcome this presumption, the movant bears the burden of providing by clear and convincing evidence the necessity for the appointment of a trustee.'") (quoting *In re Evans*, 48 B.R. 46, 47 (Bankr. W.D. Tex. 1985)).

86. Bankruptcy Code section 1104(a) provides that a court shall order the appointment of a chapter 11 trustee on the request of a party in interest or the Office of the United States Trustee at any time after the commencement of a chapter 11 case, but prior to confirmation of a plan, and after notice and a hearing:

> (1) for cause, including fraud, dishonesty, incompetence, or gross mismanagement of the affairs of the debtor by current management, either before or after the commencement of the case, or similar cause, . . . ; or
>
> (2) if such appointment is in the interests of creditors, any equity security holders, and other interests of the estate, without regard to the number of

> holders of securities of the debtor or the amount of assets or liabilities of the debtor.

11 U.S.C. § 1104(a).

87. The statutory provision is phrased in the disjunctive and establishes two independent bases for the appointment of a chapter 11 trustee. Subsection (a)(1) addresses misconduct and fitness of the current management, while subsection (a)(2) provides the court with "wide discretion" to appoint a trustee whenever doing so is in the best interests of creditors and the estate, regardless of whether wrongdoing is established. In determining whether to appoint a chapter 11 trustee "[t]he court considers the totality of the circumstances." *In re New Millenium Mgmt., LLC*, No. 13-35719-H3-11, 2014 WL 792115, at *5 (Bankr. S.D. Tex. Feb. 25, 2014) (citing *In re Sharon Steel Corp.*, 871 F.2d 1217 (3d Cir. 1989)). For the reasons set forth below, the facts of these cases compel the appointment of a chapter 11 trustee for the DISH Wireless Debtors' estates under Bankruptcy Code section 1104(a)(1) and similarly establish that the appointment of a chapter 11 trustee is in the best interests of the DISH Wireless Debtors' estates and their creditors in accordance with Bankruptcy Code section 1104(a)(2).

A. Cause Exists to Appoint a Chapter 11 Trustee Under Bankruptcy Code Section 1104(a)(1)

88. Bankruptcy Code section 1104(a)(1) mandates the appointment of a trustee where "fraud, dishonesty, incompetence or gross mismanagement" or similar "cause" is established. 11 U.S.C. § 1104(a)(1). Although no specific conduct is required to establish fraud, dishonesty, incompetence or gross mismanagement under Bankruptcy Code section 1104(a)(1), in determining whether cause exists, courts consider the "materiality of misconduct, evenhandedness or lack thereof in dealings with insiders and affiliated entities in relation to other creditors, the existence of pre-petition voidable preferences or fraudulent conveyances, unwillingness or inability of the debtor-in-possession to pursue estate causes of action, conflicts of interest on the part of the debtor-

in-possession interfering with its ability to fulfill fiduciary duties, and self-dealing or squandering of estate assets." *In re Westbank Holdings, LLC*, 2022 WL 3052135, at *13 (Bankr. E.D. La. Aug. 1, 2022) (internal citations omitted). Further, in determining whether cause exists, a court may consider a debtor's misconduct "either before or after the commencement of the case." 11 U.S.C. § 1104(a).

89. Bankruptcy courts routinely recognize that a trustee should be appointed under Bankruptcy Code section 1104(a)(1) where management's conflicts of interest impair its ability to fulfill its fiduciary duties to a debtor's estate and its creditors. *See, e.g., In re Patman Drilling Int'l, Inc.*, No. 07-34622-SGJ, 2008 WL 724086, at *6 (Bankr. N.D. Tex. Mar. 14, 2008) (finding cause to appoint a trustee based on "overwhelming conflicts of interest," where management's divided loyalties prevented it from investigating insider transactions and pursuing potential estate causes of action against affiliated entities); *In re Royal Alice Props., LLC*, No. 19-12337, 2020 WL 5357795, at *12 (Bankr. E.D. La. Sept. 4, 2020) (holding that appointment of a trustee was warranted because management's "myriad conflicts" impaired its ability to operate the debtor for the benefit of the estate and creditors); *In re SunCruz Casinos, LLC*, 298 B.R. 821, 830 (Bankr. S.D. Fla. 2003) (existence of numerous conflicts of interest is sufficient grounds to find cause to appoint a trustee); *Matter of Fiesta Homes of Georgia, Inc.,* 125 B.R. 321, 325 (Bankr. S.D. Ga. 1990) (the "presence of a conflict of interest constitutes cause for removal of the Debtor in Possession from administration of [a] case."). To fulfill a debtor in possession's fiduciary duties, a debtor in possession must, among other things, "avoid selfdealing [sic], conflicts of interest, and the appearance of impropriety." *In re Ford Steel, LLC*, 629 B.R. 871, 889 (Bankr. S.D. Tex. 2021). When a debtor's duties are not being or cannot be fulfilled, a chapter 11 trustee may be appointed for cause. *See id*.

90. A debtor's duties also include investigating, preserving, and, where appropriate, prosecuting valuable claims and causes of action belonging to the estate. Where a debtor is unwilling or unable to pursue such claims because of conflicts of interest, self-interest or divided loyalties—as is clearly the case here—courts routinely recognize that the appointment of a chapter 11 trustee may be necessary to ensure that estate assets are protected and administered for the benefit of creditors. *See In re Sillerman*, 605 B.R. 631, 648 (Bankr. S.D.N.Y. 2019) ("Taken alone, the Debtor's failure to investigate avoidance actions signals a breach of fiduciary duty sufficient to justify a finding of 'cause' under 1104(a)(1)."); *In re SRJ Enter., Inc.*, 151 B.R. 189, 194-95 (Bankr. N.D. Ill. 1993) ("The debtor in possession is vested with essentially the same fiduciary duties as the trustee; therefore, cause may exist pursuant to § 1104(a)(1) for the appointment of a trustee when the debtor in possession breaches this duty and unjustifiably fails to institute a suit to recover a voidable preference.") (internal citations omitted). As set forth in more detail below, the DISH Wireless Debtors' conflicts constitute precisely the type of cause that, under applicable law, justifies the appointment of a chapter 11 trustee.

1. The DISH Wireless Debtors' Actions and Those of Their Proposed Conflicted Counsel Demonstrate an Intent to Act in the Interests of EchoStar and its non-Debtor Affiliates to the Detriment of the DISH Wireless Debtors' True Unsecured Creditors

91. The DISH Wireless Debtors have, throughout these cases and in the months and years preceding the commencement of these cases, acted in a manner designed to benefit EchoStar, Charles Ergen and other EchoStar insiders and affiliates to the direct and material detriment of the DISH Wireless Debtors' estates. These actions have been undertaken by conflicted members of the DWLLC Board, management and proposed conflicted counsel, and have resulted in the cumulative diversion of billions of dollars in value away from these estates and their third-party creditors. As an initial matter, the DISH Wireless Debtors themselves have no meaningful

independent governance structure. The members of the DWLLC Board are John Swieringa (the President, Technology and Chief Operating Officer of EchoStar), Jeffrey Blum (DBS director and senior legal officer of EchoStar and EchoStar's non-Debtor affiliate Hughes Satellite Systems Corporation), Tom Ortolf (a director of EchoStar, DNC and DBS), and the two "independent" managers Gerard Uzzi (former White & Case partner) and Vikram Jindal, both of whom were put forth by White & Case. Moreover, DWLLC does not have a dedicated management team, as evidenced by the fact that Paul Orban executed virtually every document relevant to the disputes at issue in these cases on behalf of one or more of the DISH Wireless Debtors and one or both of EchoStar and DNC, including: (i) the Alleged Intercompany Loan Agreement, the Purchase and Sale Agreement, and the Assignment and Assumption Agreement, each in connection with the Alleged Intercompany Loan, (ii) the Contribution and Assignment Agreement in connection with the Boost Transfer, and (iii) the RSA.

92. While troubling, these facts are not surprising given, among other things, Paul Orban's many roles across the Debtor and non-Debtor entities. Paul Orban's titles at each of the DISH Wireless Debtors are as follows:

DISH Wireless Debtor Entities	**Paul Orban's Titles**
DISH Wireless L.L.C.	EVP, Chief Financial Officer and Treasurer
DISH Wireless Leasing L.L.C.	EVP and Chief Financial Officer
DISH Wireless Retail Holding L.L.C.	EVP and Chief Financial Officer
DISH Wireless Retail Operating L.L.C.	EVP and Chief Financial Officer
DISH Infinite Corporation	EVP and Chief Accounting Officer
Neyland Networks LLC	Treasurer

Paul Orban's titles at EchoStar, DNC and certain other non-Debtor entities are as follows:

Non-Debtor Entities	Paul Orban's Titles
EchoStar Corporation	EVP and Chief Financial Officer
DISH Network Corporation	EVP and Chief Financial Officer
EchoStar Intercompany Receivable L.L.C.	Treasurer
DBS Intercompany Receivable L.L.C.	EVP and Chief Financial Officer
Hughes Satellite Systems Corporation	EVP and Chief Financial Officer

Similarly, John Swieringa also wears multiple hats for DWLLC and EchoStar. He serves as DWLLC's President, Technology, Chief Operating Officer and a member of the DWLLC Board, while concurrently serving as EchoStar's President, Technology and Chief Operating Officer. The same is true for Jeffrey Blum, who presently serves as Executive Vice President, External & Government Affairs at EchoStar, and a member of both the boards of DWLLC and DBS. On August 31, 2026, purportedly acting on behalf of EchoStar, Jeffrey Blum, a member of the DWLLC Board, signed an Application for Review of the July 30 FCC Order seeking to permit holders of the Alleged Intercompany Loan Claim to recover from the FCC Trust, despite simultaneously owing fiduciary duties to DWLLC and its true third-party creditors as a member of the DWLLC Board and despite the DISH Wireless Debtors' stated position that the Alleged Intercompany Loan Claim is not an insider claim but, rather, over 1,200 separate claims in which insiders do not hold an interest. The reasons for this are clear: if the Alleged Intercompany Loan Claim recovers from the FCC Trust on account of its \$8.8 billion claim, EchoStar reaps the benefits, because the Alleged Intercompany Loan Claim is being asserted by the Manufactured Claim Trust for EchoStar's benefit.

93. Similarly, the DISH Wireless Debtors do not have a dedicated team of advisors. White & Case, as historic counsel to EchoStar and other non-Debtor affiliates, suffers from its own

debilitating, pervasive and disqualifying conflicts, as addressed in full in the Committee's Objection to White & Case's Retention Application. Notably, White & Case, which was originally retained by EchoStar, structured, documented and advised on virtually every significant prepetition transaction now at issue in these cases, including the Boost Transfer, the Alleged Intercompany Loan, the transfer of the Alleged Intercompany Loan Claim to the Manufactured Claim Trust, the Spectrum Sales and the transactions underpinning the DISH Wireless Plan. White & Case did so while simultaneously representing the Debtors, EchoStar and other affiliated entities whose interests were directly and materially adverse to the DISH Wireless Debtors' estates. Moreover, White & Case's conflicts preclude it from independently assessing, investigating or pursuing potential Estate Claims arising from transactions on which it previously advised, many of which involve current or former clients and may require scrutiny of White & Case's own conduct. White & Case's conflicts permeate every material aspect of these chapter 11 cases and, for the reasons set forth in the Objection to White & Case's Retention Application warrant denial of the White & Case Retention Application.

94. The Committee is not asking this Court to *infer* that harm will be caused by the actual conflicts that permeate the DISH Wireless Debtors' governance structure and advisory team. These conflicts have already manifested themselves in demonstrable and catastrophic ways both during these cases and in the months preceding the commencement of these cases. These actual conflicts include, among others, the determinations to: enter into the Boost Transfer; pursue an unconfirmable plan premised on the transfer of the illegitimate Alleged Intercompany Loan Claim to the Manufactured Claim Trust to gerrymander the votes needed to meet the Bankruptcy Code's numerosity requirement; seek to retain White & Case despite pervasive conflicts; and seek approval of the EchoStar Stalking Horse APA and EchoStar DIP Facility, despite each providing

manifest benefits for EchoStar at the expense of the DISH Wireless Debtors' interests, as detailed herein.

95. All of these actions and transactions are, of course, the predictable consequence of conflicted professionals advising a conflicted board and conflicted management team that have repeatedly favored the interests of EchoStar and other insiders over those of the DISH Wireless Debtors' estates and their unsecured creditors, and they provide ample support for the appointment of a trustee under Bankruptcy Code section 1104(a)(1). *See, e.g., Patman Drilling*, 2008 WL 724086, at *4 (finding cause to appoint a trustee where the record reflected numerous large prepetition transactions between the debtor and entities affiliated with the debtor's officers); *Sharon Steel*, 871 F.2d at 1226 (finding cause to appoint a trustee where debtor shared common officers and directors with prepetition transfer recipients). As evidenced by the transactions listed above, the conflicted DISH Wireless Debtors and their conflicted proposed counsel have an extensive history of approving, implementing and, as to White & Case, structuring and documenting, transactions that transferred value away from the DISH Wireless Debtors and to (or for the benefit of) EchoStar and its non-Debtor affiliates. Under these circumstances, where the same conflicted individuals (and their conflicted counsel) stood on both sides of significant disputed transactions, appointment of a chapter 11 trustee is not merely appropriate, but necessary to protect the DISH Wireless Debtors' estates and their creditors.

2. The Special Committee's Involvement Does Not Negate the Existence of Cause to Appoint a Trustee Given its Narrow Mandate, Conflicts of Interest and Conduct to Date in These Cases

96. The DISH Wireless Debtors likely intended to preempt the relief sought by this Motion (and indeed to refute any and all legitimate attacks on the self-serving and conflicted governance structure imposed on the DISH Wireless Debtors by EchoStar and Charles Ergen) through the prepetition formation of the Special Committee. The Special Committee's existence,

however, has done nothing to deter the Debtors and their non-Debtor affiliates from their blatant efforts to steal value from the DISH Wireless Debtors' estates. Indeed, the Special Committee's inaction has enabled the conflicted DWLLC Board, EchoStar and White & Case to advance their agenda uninhibited.

97. The Special Committee's mandate in these cases was carefully and strategically delineated by the DWLLC Board to encompass only those matters that, in the DWLLC Board's view, were necessary to be investigated or pursued by a purportedly independent governance body. More specifically, the Special Committee's mandate encompasses the following: "(a) reviewing and evaluating DWLLC's capital structure, assets, liabilities, operations, liquidity, and general financial condition and considering, evaluating, and negotiating financing transactions, restructuring transactions, and/or other strategic alternatives for DWLLC and its stakeholders, including the possibilities of undertaking a strategic, restructuring, financing, and/or any sale transaction or series of such transactions (each, a "Transaction") involving DWLLC or its subsidiaries, and approving and implementing any such Transaction, in each case to the extent that the Board of Managers or the DWLLC Special Committee reasonably determines that such matter or matters present an actual or potential conflict of interest between DWLLC or its subsidiaries on the one hand, and EchoStar or one or more of its subsidiaries (other than DWLLC or its subsidiaries), on the other hand [(each, a "Conflict Matter")]"; "(b) conduct[ing] an independent investigation and assess[ing] the merits and potential value of any potential claims and causes of action held by DWLLC or its subsidiaries against one or more of EchoStar or its subsidiaries (other than DWLLC or its subsidiaries)"; and "(c) take any and all actions necessary or desirable in connection with the foregoing, including the authority to retain independent advisors."[157]

[157] Disclosure Statement Art. VI.C.7.

98. The Special Committee has determined that the Conflict Matters include certain transactions such as the EchoStar DIP Facility, the proposed sale process for DWLLC's assets, the DISH Wireless Plan and related restructuring transactions affecting DWLLC, such as DWLLC's entry into the RSA. Yet, despite identifying these matters as "Conflict Matters", the Special Committee has not asserted exclusive control over them, and the DISH Wireless Debtors' ongoing involvement in each (including, most tellingly, the DISH Wireless Plan) remains evident.[158] Even within the confines of its mandate, the Special Committee has not taken it upon itself to, for example, investigate the entirety of the myriad intra-company transactions that have cumulatively operated to strip the DISH Wireless Debtors' estates of virtually all of their value while leaving billions of dollars in third-party obligations behind. Upon information and belief, the Special Committee's still yet to be provided Investigation Report will address the merits of only a subset of the universe of claims that the Committee, less than eight weeks into these cases, has already identified.

99. In its August 29 Letter, the Committee renewed its demand that the Special Committee, among other things, withdraw the DISH Wireless Plan—a plan that, for the reasons set forth above, is detrimental to the DISH Wireless Debtors' estates, unreasonably seeks to benefit the interests of EchoStar and was clearly not advanced in the interests of the DISH Wireless Debtors' true unsecured creditors. Despite the Special Committee's fiduciary duties, that demand had gone unheeded until the filing of the Plan Status Statement, but even in that statement, the DISH Wireless Debtors strategically sought to pause pending litigation only with respect to those matters where the interests of EchoStar and its affiliates are directly at risk—the DISH Wireless Plan, the Committee Standing Motion and the objections to the Alleged Intercompany Loan—

[158] Dentons' Retention Application ¶ 10.

while continuing litigation where it could exert pressure on third-party creditors. The Special Committee's unwillingness to act as an impartial fiduciary and arbiter renders the Special Committee fundamentally incapable of advancing the DISH Wireless Debtors' cases in any meaningful way, leaving the DISH Wireless Debtors' unsecured creditors at the mercy of EchoStar, Charles Ergen, his appointed (and overlapping) DWLLC Board and management team, and his long-time conflicted counsel—who have collectively, repeatedly and overtly shown themselves to be acting in a manner entirely at odds with the interests of the DISH Wireless Debtors.

100. As further evidence that the Special Committee will not or cannot serve as a check on EchoStar and Charles Ergen's behavior, the Special Committee specifically endorsed and/or permitted the following:

- The Special Committee "independently evaluate[d]" and "negotiated and approve[d]" the DISH Wireless Debtors' entry into the EchoStar DIP Facility, despite the lack of any prepetition or postpetition marketing process to solicit third-party DIP financing proposals by either the Debtors or the Special Committee.[159] The DIP Motion has not been set for a hearing, but has also not yet been withdrawn. Given that the DISH Wireless Debtors' liquidity is rapidly evaporating, the Committee is currently undertaking the effort to obtain alternative non-insider DIP financing, which neither the DISH Wireless Debtors nor the Special Committee sought;[160]

- The Special Committee "approved the restructuring transactions contemplated by the Plan," which but for the FCC's intervention, would have permitted the Manufactured Claim Trust to use the Alleged Intercompany Loan Claim to pursue a recovery from the FCC Trust, and which would have had the impact of rerouting a substantial portion of the $2.4 billion trust intended for 5G network counterparties back to EchoStar. The FCC thwarted the scheme and made clear the FCC Trust's terms "explicitly exclude from payment any claims of EchoStar or its subsidiaries," clarifying that "the fund cannot be used to pay companies that did not build the network."[161] The Special Committee, however, has continued to be silent with respect to the DISH Wireless Plan and its controversial features, including broad releases for EchoStar (and its affiliates), the manipulative use of the Manufactured

[159] DIP Motion, ¶¶ 28, 38.
[160] Aug. 18, 2026 Hr'g Tr. 54:2-15.
[161] July 30 FCC Order, at 1 [Docket No. 726].

Claim Trust and other provisions that harm the DISH Wireless Debtors' estates. Indeed, notwithstanding the evident flaws in the DISH Wireless Plan's structure and the regulatory rejection of one of its original central economic premises, the Special Committee has never meaningfully revisited or withdrawn its support for the objectionable plan provisions or indeed for the DISH Wireless Plan as a whole;

- On August 3, 2026, the Committee made a written demand on the Special Committee to either commence litigation on the claims and causes of action arising from the Boost Transfer (the "Boost Claims") or consent to the Committee's standing to do so.[162] The Special Committee responded the following day, refusing the demand,[163] despite the overwhelming evidence presented of the strength of the claim, and without proffering any analysis of the lack of merit of the Boost Claims, or explanation of how it was not in the best interests of the DISH Wireless Debtors' estates to attempt to recover billions of dollars in value;

- Despite multiple parties challenging the Alleged Intercompany Loan Claim including seeking designation, recharacterization, equitable subordination, disallowance and estimation for voting purposes, and the Committee's repeated request that the Special Committee confirm that it will join the DISH Wireless Debtors' non-insider unsecured creditor constituencies in contesting the Alleged Intercompany Loan Claim, the Special Committee to date has refused to commit to challenging the allowance or improper use of the Alleged Intercompany Loan Claim;

- The Special Committee approved the DISH Wireless Debtors' entry into the EchoStar Stalking Horse APA, which included the sale of all of the DISH Wireless Debtors' assets including all Estate Claims, which comprise, among others, Estate Claims against EchoStar and its affiliates worth billions of dollars. By the August 3 Letter, the Committee demanded that the Special Committee terminate the EchoStar Stalking Horse APA and remove the Purchased Claims from the ongoing sale process. On August 4, 2026, the Special Committee refused the Committee's demands. On August 29, 2026, the Committee reiterated that request, and only then did the Special Committee finally agree not to proceed with a sale that includes the Estate Claims to EchoStar. However, despite the Special Committee conceding that the EchoStar Stalking Horse APA is a Conflict Matter, as of the date hereof the Special Committee has yet to terminate the EchoStar Stalking Horse APA; and

- The Special Committee allowed the DISH Wireless Debtors' conflicted proposed counsel, White & Case, to do EchoStar's bidding and cause the incurrence of millions of dollars in professional fees to challenge all of the foregoing, putting these cases on the brink of administrative insolvency.

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162 August 3 Letter.
163 Committee Standing Motion ¶ 8.

101. In light of all of the foregoing, it is evident that the DISH Wireless Debtors do not have a meaningful independent fiduciary capable of navigating—in an impartial and non-conflicted manner—the numerous issues that a debtor in possession must navigate over the course of a chapter 11 case (including, most fundamentally, the filing and prosecution of a confirmable plan), reinforcing the conclusion that an independent chapter 11 trustee is necessary to ensure that these cases are administered for the benefit of true third-party creditors rather than insiders.

3. The DISH Wireless Debtors' Prosecution of an Unconfirmable Plan That Is Premised Upon the Alleged Intercompany Loan Claim and the Manufactured Claim Trust Demonstrates Mismanagement Sufficient to Warrant Appointment of a Trustee

102. In addition to the numerous examples of blatant and value-destructive corporate self-dealing identified in the preceding sections of this Motion, the expenditure of (in this case, significant) estate resources in furtherance of an unconfirmable plan constitutes cause to appoint a chapter 11 trustee. *Sillerman*, 605 B.R. at 650-51 (appointing a trustee where the debtor breached his fiduciary duties by hindering a successful reorganization of his estate through expending estate resources on plans of reorganization that the debtor could not fulfill and that were unconfirmable); *In re Ionosphere Clubs, Inc.*, 113 B.R. 164, 169-70 (Bankr. S.D.N.Y. 1990) (finding that "[t]he time has come to replace the pilot to captain [the debtors'] crew" after the debtors' principal had used $1.2 billion to "fuel" a reorganization process in furtherance of speculative, unconfirmable plans whose terms the debtors had been unable to meet). It is apparent, even at this comparatively early stage in the cases, that the DISH Wireless Debtors have been poor stewards of their estates' limited resources, again to the detriment of unsecured creditors who are entitled to recover from those limited resources. The DISH Wireless Debtors have caused the incurrence of millions of dollars in professional fees to date in a transparent effort to cram a so-called prepackaged plan down on virtually all of their third-party unsecured creditors through the implementation of an

entirely impermissible scheme contrived to evade the requirements of the Bankruptcy Code. That scheme—premised on the Manufactured Claim Trust's improper ability to vote a disputed insider claim over 1,200 times—has been the subject of extensive briefing before the Court and will be the subject of still more briefing and a forthcoming evidentiary trial, forcing the Committee (and other parties in interest who are not paid from the estates) to expend still more in professional fees to ensure that the interests of the DISH Wireless Debtors' unsecured creditors are protected from the very entities meant to serve as their fiduciaries. As noted above, the efforts of the Committee and other parties in interest have defeated at least one element of the DISH Wireless Debtors' insider-driven, value-diverting plan when the FCC (following meetings with the Committee and certain other parties) issued an order clarifying that EchoStar and its subsidiaries and affiliates, and their assignees (including the Manufactured Claim Trust) are ineligible to recover from the FCC Trust. The fact that the DISH Wireless Debtors and Special Committee have now determined to defer the filing of an amended DISH Wireless Plan does not remedy the conflicted management of these cases.

103. The DISH Wireless Debtors' divided loyalties have been exposed by their continued challenges to third parties' claims while not challenging the Alleged Intercompany Loan Claim or the Boost Transfer at all. Indeed, their misconduct is further evidenced by their actions in filing the Estimation Motion to estimate the claims of certain creditors for voting purposes, which estimates the DISH Wireless Debtors required to ensure that the contrived voting structure contained in the DISH Wireless Plan would suffice to manufacture an impaired accepting class even if all other third-party creditors voted to reject the plan. After resolving the Estimation Motion through voting stipulations, the DISH Wireless Debtors determined to file a substantive claims objection seeking to reduce or disallow certain of the claims that had already been resolved

for voting purposes and took the position that the issues presented by the substantive claims objection now represented "gating" issues that must be heard and resolved before confirmation, while ignoring the flaws in the Alleged Intercompany Loan Claim and the illegality of the Boost Transfer, among other true "gating" items. The DISH Wireless Debtors' actions constitute, at best, the inexplicable waste of estate resources, and at worst, demonstrable gamesmanship currently being employed by the conflicted Debtors and their conflicted counsel to disenfranchise the true creditors of these estates.

104. Moreover, the DISH Wireless Debtors' determination to engage in the expensive, value-destructive tactics described above and elsewhere in this Motion is rapidly rendering these estates administratively insolvent. The DISH Wireless Debtors' estates are anticipated to become administratively insolvent on an accrual basis as early as the end of September, absent alternative debtor in possession financing. Although the DISH Wireless Debtors initially filed a motion seeking approval of the EchoStar DIP Facility, the Special Committee (which has now been vested with authority over the EchoStar DIP Facility) never set the motion for a hearing. Indeed, a number of the terms of the EchoStar DIP Facility can no longer be satisfied and there has been no indication that such facility is still available to the DISH Wireless Debtors. Even if it was available, the Committee has been forthcoming with its views that the EchoStar DIP Facility is extraordinarily prejudicial to unsecured creditors and should not be approved, but similarly recognizes that the DISH Wireless Debtors' actions are driving an increasingly urgent funding need. In an almost unheard of turn of events, it is now the Committee—not the DISH Wireless Debtors or the Special Committee—that has taken the laboring oar in soliciting proposals for debtor in possession financing that will enable the continued administration of these chapter 11 cases, a fact that further emphasizes the absence of a true debtor in possession fiduciary. The Special Committee's utter

failure to seek alternative DIP financing is further evidence that its inaction is in furtherance of the interests of EchoStar, Charles Ergen and their affiliates.

105. Taken in their entirety, the DISH Wireless Debtors' and Special Committee's actions and inaction constitute the exact type of mismanagement and self-dealing that warrants and indeed requires the appointment of a chapter 11 trustee. *See Patman Drilling*, 2008 WL 724086, at *2-3, *6 (finding cause to appoint a chapter 11 trustee based on, among other things, gross mismanagement where debtor's CEO and COO engaged in pervasive self-dealing through undisclosed insider transactions and the debtor failed to pursue avoidance actions against insiders); *In re Esco Elevators, Inc.*, No. 494-44339-MT-11, 1995 WL 605982, at *2, *4 (Bankr. N.D. Tex. Jan. 31, 1995) (finding cause to appoint a trustee based on gross mismanagement and incompetence arising from management's conduct and transactions); *In re Fuller's Serv. Ctr., Inc.*, 675 B.R. 575, 591-95 (Bankr. N.D. Ill. 2025) (finding cause to appoint a trustee where a debtor demonstrated gross mismanagement and engaged in self-dealing); *In re Intercat, Inc.*, 247 B.R. 911, 922 (Bankr. S.D. Ga. 2000) (finding that a chief executive officer "engaged in self dealing amounting to mismanagement of" the debtor).

4. The True Unsecured Creditors of These Estates Have No Confidence in the DISH Wireless Debtors or the Special Committee

106. The DISH Wireless Debtors' and Special Committee's actions in these cases have rendered it impossible for any non-insider unsecured creditor to have confidence in their ability to administer the cases in a value-maximizing manner or in a manner designed to advance the interests of any entity other than EchoStar and its affiliates. This absolute lack of confidence—for confidence cannot be lost where it was never earned in the first place—is itself grounds for the appointment of a trustee. *See, e.g., In re Cardinal Indus., Inc.*, 109 B.R. 755, 765-66 (Bankr. S.D. Ohio 1990) (holding that a collective loss of confidence in the debtor's management provided

cause for the appointment of a trustee). While a healthy conflict often exists between a debtor and its creditors, the appointment of a trustee may be necessary where relations between a debtor and its creditors are so acrimonious that the parties are "working at cross-purposes." *In re Marvel Ent. Grp., Inc.*, 140 F.3d 463, 472 (3d Cir. 1998) (finding that acrimony between creditors and debtors may create conflicts of interest sufficient to justify the appointment of a trustee); *see also In re Plaza de Retiro, Inc.*, 417 B.R. 632, 640-41 (Bankr. D.N.M. 2009) ("acrimony between a debtor-in-possession's management and the creditors that impedes the reorganization effort has routinely been found to constitute a ground for appointing a trustee."); *Patman Drilling*, 2008 WL 724086, at *6 (finding "acrimonious relationships between the Debtors' management and creditors" contributed to providing "overwhelming cause for the appointment of a trustee."). Like in *Cardinal Industries*, "[t]he confidence problem has not resulted from one specific problem, but came about because of many events which, when seen in combination, make it appear that the Debtors are not properly in control of their reorganization and should no longer be permitted to direct the process." *Cardinal Indus.,* 109 B.R. at 765.

107. Indeed, these cases did not *evolve* into acrimony—the acrimony that permeates the cases in fact predates the commencement of these proceedings and originated, if not before, when EchoStar and DNC caused DWLLC's sole operating asset to be stripped away in exchange for the delivery of a document that purported to reduce billions of dollars in contemporaneously-documented intercompany loan "obligations" that had at all times prior thereto been characterized as equity investments in public filings. The acrimony that this Court has now borne witness to—and the magnitude of the harm that EchoStar, its non-Debtor affiliates, and the DISH Wireless Debtors (under EchoStar's, Charles Ergen's and conflicted counsel's control) have inflicted on these estates and their third-party creditors—more than impedes the progress of these cases, it

renders any meaningful forward progress simply impossible. Neither the Committee nor the members of its constituency trust the actions taken or proposed to be taken by the DISH Wireless Debtors because the behavior exhibited by those in control of the DISH Wireless Debtors to date evidences that they are entitled to no such deference.

B. Independently, the Appointment of a Chapter 11 Trustee is in the Interests of Creditors Under Bankruptcy Code Section 1104(a)(2)

108. Although there is ample evidence of cause for the appointment of a chapter 11 trustee for the DISH Wireless Debtors, Bankruptcy Code section 1104(a)(2) offers another avenue for the appointment of a chapter 11 trustee. Bankruptcy Code section 1104(a)(2) permits the appointment of a trustee "if such appointment is in the interests of creditors…and any other interests of the estate." 11 U.S.C. § 1104(a)(2). "The § 1104(a)(2) standard is flexible," and provides that "the court should consider the practical realities, necessities of the case, and the totality of the circumstances in determining whether to appoint a trustee." *Ford Steel*, 629 B.R. at 890.

109. Many of the cases employing the "best interests" of the estates test to appoint a trustee consider the same factors as those considered for a finding of "cause." *See, e.g., Marvel Ent. Grp.*, 140 F.3d at 475 (approving appointment of trustee under section 1104(a) for cause and as in the best interests of creditors and the estate); *Sharon Steel*, 871 F.2d at 1220 (same); *In re North*, 212 Fed. Appx. 626, 626-27 (9th Cir. 2006) (approving the bankruptcy court's order appointing a trustee both for cause and in the best interests of creditors). The findings with regard to cause under Bankruptcy Code section 1104(a)(1) and the best interests of creditors test under Bankruptcy Code section 1104(a)(2) are often "intertwined and dependent upon the same facts." *In re Grasso*, 490 B.R. 500, 506 (Bankr. E.D. Pa. 2013); *In re Vascular Access Ctrs., L.P.*, 611 B.R. 742, 765 (Bankr. E.D. Pa. 2020) (same).

110. Courts consider a number of factors when determining whether relief under Bankruptcy Code section 1104(a)(2) is warranted, including: "(i) the trustworthiness of the debtor; (ii) the debtor-in-possession's past and present performance and prospects for the debtor's rehabilitation; (iii) the confidence—or lack thereof—of the business community and of creditors in present management; and (iv) the benefits derived by the appointment of a trustee; balanced against the cost of the appointment." *Ford Steel*, 629 B.R. at 890.

111. Here, each of the considerations discussed above favors appointment of a chapter 11 trustee pursuant to Bankruptcy Code section 1104(a)(2).

112. ***First***, the DISH Wireless Debtors' repeated actions to orchestrate these chapter 11 cases for the benefit of EchoStar and its affiliates and insiders and not the DISH Wireless Debtors' estates demonstrate the DISH Wireless Debtors' lack of trustworthiness. From the outset, the DISH Wireless Debtors have lacked candor with the Court—claiming, for example, to have a prepackaged plan that should proceed on an expedited timeline, while knowing that their plan would be vigorously contested and once it faced scrutiny, determined to be unconfirmable. Further, the DISH Wireless Debtors have not sought to maximize value for their estates, as is their duty, but rather seem to be taking whatever actions they can to minimize the estates' recoveries if they are to come at the expense of EchoStar and its affiliates. The DISH Wireless Debtors have tellingly not sought to bring claims related to the Boost Transfer or the Alleged Intercompany Loan Claim despite both adversely impacting the estates by billions of dollars, but tried to sell the claims back to EchoStar (initially with the Special Committee's blessing until it recently finally relented, knowing that such a sale would never be approved) for a fraction of their value, and have repeatedly attempted to frustrate the Committee's ability to investigate and prosecute these claims for the benefit of the DISH Wireless Debtors' unsecured creditors. Similarly, the DISH Wireless

Debtors, in contravention of their duties, have sought to undermine the interests of the estates' non-insider creditors by (i) pursuing the EchoStar DIP Facility without conducting a marketing process, (ii) attempting to divert FCC Trust assets to satisfy a disputed intercompany claim ahead of third-party unsecured creditors for the benefit of EchoStar, and (iii) pursuing confirmation of a plan whose treatment and voting mechanics are driven by a single disputed insider claim that the DISH Wireless Debtors seek to fragment into more than 1,200 separate voting claims in order to allow the Alleged Intercompany Loan Claim to steal even more value from third-party creditors and implement sweeping releases for EchoStar, its affiliates and its insiders. Moreover, the DISH Wireless Debtors, through White & Case, have undermined the Committee's Federal Rule of Bankruptcy Procedure 2004 investigation, first by missing and unilaterally attempting to move previously agreed upon production deadlines, and now, on August 31, 2026, having White & Case take the unfounded position that the Debtors may unilaterally elect not to comply with the pending document requests until after they have reviewed the Investigation Report so as to determine if the DISH Wireless Debtors believe the document requests are still relevant.[164] Putting aside that the Investigation Report is not controlling of the Committee's investigation, the DISH Wireless Debtors' last-minute actions to thwart (or at least delay) the Committee's investigation is emblematic of the lack of transparency with which the DISH Wireless Debtors have acted. Taken as a whole, this conduct has confirmed that there has never been a basis to have any confidence in the DISH Wireless Debtors' trustworthiness or reliability as fiduciaries.

113. ***Second***, there is no prospect of rehabilitation for the DISH Wireless Debtors. The DISH Wireless Debtors are non-operating, liquidating entities. The objective of the DISH Wireless Debtors' cases is not the rehabilitation of an operating business but, rather, should be an

[164] The only topic of documents that the Debtors have stated this embargo does not apply to are documents related to the Alleged Intercompany Loan Claim.

orderly and value-maximizing liquidation for the benefit of legitimate creditors. The DISH Wireless Debtors have not progressed these cases in that direction. Rather, they have administered these cases for the benefit of EchoStar and its non-Debtor affiliates at the expense of third-party creditors. A chapter 11 trustee would be well-equipped to handle a proper, legitimate process to maximize third-party creditor recoveries and would have the confidence and support of the Committee and its constituency.

114. ***Third***, for all of the reasons set forth above, the DISH Wireless Debtors' current governance structure (or lack thereof) is inherently and irrevocably flawed, rendering the DISH Wireless Debtors incapable of effectively and appropriately administering their estates. The Committee's and unsecured creditors' resulting lack of confidence in the DISH Wireless Debtors, which is a part of the analysis under Bankruptcy Code section 1104(a)(1), is a factor that is central to the Court's analysis under Bankruptcy Code section 1104(a)(2) and supports the appointment of a chapter 11 trustee. *See In re Ironside, LLC*, No. 20-34222, 2022 WL 509890, at *2 (Bankr. S.D. Tex. Feb. 18, 2022) ("When deciding whether relief under § 1104(a)(2) is warranted, a court will consider . . . the confidence—or lack thereof—of the business community and of creditors in management . . . ."); *In re Eurospark Indus., Inc.*, 424 B.R. 621, 630 (Bankr. E.D.N.Y. 2010) (stating that "acrimony between the creditors and the debtor's management, standing alone, has been found to be a basis to appoint a chapter 11 trustee under § 1104(a)(2)").

115. ***Fourth***, any costs associated with the appointment of a chapter 11 trustee are substantially outweighed by the benefits. An independent chapter 11 trustee would do what the DISH Wireless Debtors' estates require and what no fiduciary for the DISH Wireless Debtors has done or is able to do: restore confidence in the administration of the DISH Wireless Debtors' cases and independently evaluate and efficiently pursue a straightforward plan of liquidation in a manner

that would be free from the pervasive conflicts that permeate the actions of the DISH Wireless Debtors, the DWLLC Board, the DISH Wireless Debtors' management and the DISH Wireless Debtors' proposed lead counsel. While there may be incremental, initial costs associated with the appointment of a chapter 11 trustee, any such incremental costs would be modest in comparison to the costs that will be incurred in connection with the estate-depleting litigation that has been necessitated by the path the DISH Wireless Debtors and their conflicted "fiduciaries" have chosen to pursue. The Committee stands ready to work cooperatively with any trustee appointed by the Court and to provide whatever assistance is necessary to minimize the costs and disruption associated with the trustee's appointment and advance these cases toward a value-maximizing and efficient conclusion.

II. At a Minimum, the Court Should Terminate the DISH Wireless Debtors' Exclusive Periods Pursuant to Bankruptcy Code Section 1121(d)

116. If the Court determines not to direct the appointment of a chapter 11 trustee for the DISH Wireless Debtors notwithstanding the record of irreconcilable conflicts, misconduct and mismanagement established in the balance of this Motion, the Committee respectfully requests, in the alternative, that the Court terminate the DISH Wireless Debtors' exclusive periods pursuant to Bankruptcy Code section 1121(d)(1). The Bankruptcy Code provides that a court may, for cause, reduce or increase the 120-day exclusive period within which only a debtor may file a plan. 11 U.S.C. § 1121(d)(1). Courts have broad discretion under Bankruptcy Code section 1121(d) to reduce or increase a debtor's exclusivity period. *In re Washington-St. Tammany Elec. Co-op., Inc.*, 97 B.R. 852, 854 (E.D. La. 1989) ("The decision of whether or not to extend the debtor's period of exclusivity rests with the discretion of the Court."); *In re Adelphia Commc'ns Corp.*, 352 B.R. 578, 586 (Bankr. S.D.N.Y. 2006).

117. Courts in the Fifth Circuit commonly consider a series of non-exhaustive factors, including those articulated in *New Millenium*, 2014 WL 792115, to evaluate cause for termination:

> (1) the size and complexity of the case; (2) the necessity for sufficient time to permit the debtor to negotiate a plan of reorganization and prepare adequate information; (3) the existence of good faith progress toward reorganization; (4) the fact that the debtor is paying its bills as they become due; (5) whether the debtor has demonstrated reasonable prospects for filing a viable plan; (6) whether the debtor has made progress in negotiations with its creditors; (7) the amount of time which has elapsed in the case; (8) whether the debtor is seeking an extension of exclusivity in order to pressure creditors to submit to the debtor's reorganization demands; and (9) whether an unresolved contingency exists.

Id. at *6; *see In re Express One Int'l, Inc.*, 194 B.R. 98, 100 (Bankr. E.D. Tex. 1996); *Adelphia*, 352 B.R. at 587; *In re Dow Corning Corp.*, 208 B.R. 661, 664-65 (Bankr. E.D. Mich. 1997).

118. Correct application of these factors incorporates a broad, global view on what is best for the cases. The primary factor considered should be whether terminating exclusivity would move the cases forward. *Dow Corning*, 208 B.R. at 670 ("the primary consideration should be whether or not [extending or terminating exclusivity] would facilitate moving the case forward. And that is a practical call that can override a mere toting up of the factors."); *see also Adelphia,* 352 B.R. at 590; *Matter of Tex. Extrusion Corp.*, 68 B.R. 712, 725-727 (N.D. Tex. 1986) (evaluating the totality of the circumstances rather than conducting a factor-by-factor analysis), *aff'd*, 836 F.2d 217 (5th Cir. 1988). As the Fifth Circuit has emphasized, Bankruptcy Code section 1121 "was designed, and should be faithfully interpreted, to limit the delay that makes creditors the hostages of Chapter 11 debtors." *In re Timbers of Inwood Forest Ass'n.*, 808 F.2d 363, 372 (5th Cir. 1987), *aff'd sub nom. United Sav. Ass'n of Tex. v. Timbers of Inwood Forest Assocs.*, 484 U.S. 365 (1988).

119. While the Committee acknowledges that it is seeking termination of the DISH Wireless Debtors' initial exclusive periods, the applicable standard remains the same and for the reasons set forth below (as well as those noted above with respect to the appointment of a chapter

11 trustee), the Court should exercise its discretion to terminate exclusivity to enable the Committee—as a statutory fiduciary for all unsecured creditors—to propose and prosecute a straight-forward liquidating plan that it believes would have the support of the DISH Wireless Debtors' non-insider unsecured creditor constituency.

A. Application of the Relevant Factors Supports Termination of Exclusivity

1. The DISH Wireless Debtors Have Not Made Good Faith Progress Negotiating With Non-Insider Creditors and Have Not Demonstrated Reasonable Prospects for Filing a Viable Plan

120. The DISH Wireless Debtors have neither made sufficient good-faith progress in negotiations with non-insider creditors nor demonstrated reasonable prospects for filing and confirming a viable chapter 11 plan. *New Millenium*, 2014 WL 792115, at *7 (rejecting debtor's motion to extend exclusivity where, among other things, the debtor had not demonstrated reasonable prospects for filing a viable plan and had made little progress toward reorganization); *In re New Meatco Provisions, LLC*, No. 2:13-BK-22155-PC, 2014 WL 917335, at *3 (Bankr. C.D. Cal. Mar. 10, 2014) (terminating exclusivity where "little credible evidence" of progress in negotiations). Rather than pursuing a path capable of garnering support from their non-insider creditor constituencies, the DISH Wireless Debtors, in furtherance of EchoStar's controlling agenda, have focused on a strategy designed to shift value away from the DISH Wireless Debtors' estates' true third-party creditors. The creation and assignment of the Alleged Intercompany Loan Claim, implementation of the Manufactured Claim Trust structure, the Boost Transfer, the EchoStar Stalking Horse APA, the EchoStar DIP Facility, the proposed retention of conflict lead restructuring counsel and, ultimately, the DISH Wireless Plan all are components of the same insider-driven strategy designed to disenfranchise the true unsecured creditors of these estates.

121. As discussed above, the DISH Wireless Plan relies on the allowance of the Alleged Intercompany Loan Claim—which claim should be disallowed, recharacterized, equitably

subordinated and/or designated as an insider vote—and the use of the Manufactured Claim Trust to allow that single claim to vote over 1,200 times for the express purpose of gerrymandering an impaired accepting class, and is uniformly opposed by the Committee and the DISH Wireless Debtors' largest non-insider unsecured creditors. Having finally acknowledged the veracity of the challenges to the Alleged Intercompany Loan Claim and the Manufactured Claim Trust voting structure, the DISH Wireless Debtors have determined to defer the filing of an amended DISH Wireless Plan.

122. Yet, despite these obvious obstacles, the DISH Wireless Debtors have failed to engage in good-faith substantive negotiations with the Committee and/or other significant creditor constituencies over the terms of a revised plan. Rather than pursue compromise on a level playing field, the DISH Wireless Debtors and the Special Committee have proffered that litigation should be paused on the allowance of the Alleged Intercompany Loan Claim and the Committee Standing Motion while litigation continues against the DISH Wireless Debtors' creditors. This is clear evidence that these parties continue to pursue an agenda on behalf of EchoStar, Charles Ergen and their affiliates at the expense of the DISH Wireless Debtors' creditors. Indeed, when the Committee demanded that the Special Committee preserve the Boost Claims and either prosecute those claims itself or consent to the Committee doing so, the Special Committee declined, forcing the filing of the Committee Standing Motion. When holders of the Tower Claims and other parties subject to the Estimation Motion entered into stipulations designed to resolve disputes for voting purposes, streamline the confirmation process, and move the cases forward, the DISH Wireless Debtors responded by discarding the negotiated stipulations and pursuing additional substantive claim objections that they themselves initially acknowledged did not need to be addressed ahead of confirmation. When the Committee demanded that the Special Committee object to the Alleged

Intercompany Loan Claim and prevent the DISH Wireless Debtors from filing and prosecuting any plan which provides for releases of EchoStar and gives credence to the Manufactured Claim Trust, they declined.

123. The litigation posture that now defines these chapter 11 cases is therefore the product of the DISH Wireless Debtors' own choices. The DISH Wireless Debtors remain committed to advancing a strategy that lacks meaningful third-party creditor support and is in furtherance of EchoStar's, Charles Ergen's and other insiders' interests only. The resulting stalemate is not the product of ordinary creditor-debtor disagreements. Rather, it is the predictable consequence of a restructuring process controlled by parties whose interests are fundamentally misaligned (and indeed wholly at odds) with those of the DISH Wireless Debtors' estates and their third-party creditors. Under these circumstances, the relevant factors strongly favor termination of exclusivity.

2. Whether the DISH Wireless Debtors Are Paying Their Debts as They Become Due

124. Although the DISH Wireless Debtors continue to operate chapter 11 cases with access to limited liquidity, their ability to satisfy administrative obligations as they become due is increasingly uncertain. As discussed above, the DISH Wireless Debtors are non-operating entities that are rapidly consuming finite estate resources in the nominal pursuit of a plan that cannot be confirmed for the reasons cited above. Notably, the EchoStar DIP Facility proposed by the DISH Wireless Debtors has not been scheduled for a hearing and, regardless, is not otherwise actionable. The Committee and its advisors now have stepped in to do what the DISH Wireless Debtors should have been doing all along—solicit financing to address the impending liquidity need resulting from this uncertainty. Without committed financing (or, without committed financing that the DISH Wireless Debtors have indicated any present intent to pursue), the DISH Wireless Debtors' estates

are increasingly at risk of being administratively insolvent. The Bankruptcy Code does not require creditors to remain captive to an exclusive, misguided plan process while estate value is steadily eroded to the point of administrative insolvency.

3. The DISH Wireless Debtors Are Using Exclusivity to Pressure Creditors

125. Bankruptcy Code section 1121's exclusivity provisions "should not be employed as a tactical device to put pressure on parties in interest to yield to a plan they consider unsatisfactory." S. REP. NO. 95-989, at 118 (1978); *see also In re Texaco Inc.*, 76 B.R. 322, 326 (Bankr. S.D.N.Y. 1987). Yet that is precisely what is occurring here. The DISH Wireless Debtors are using their exclusive periods to coerce creditors for the benefit of insiders.

126. Since the commencement of the chapter 11 cases (and indeed, even in the months preceding the commencement of the cases in certain instances), the DISH Wireless Debtors and their affiliates have repeatedly forced creditors to litigate critical, multibillion dollar contested matters on an expedited timetable, all while refusing to pursue the Estate Claims, pursuing sweeping releases for EchoStar-related parties, and seeking to uphold the validity of the Alleged Intercompany Loan Claim and the Manufactured Claim Trust. This asymmetrical process is designed to burden creditors by escalating costs and prolonging uncertainty while delaying or impeding scrutiny of the insider transactions on which the DISH Wireless Plan is predicated. Exclusivity is intended to foster negotiations toward a consensual plan, not to coerce creditor concessions by burdening creditors with costly litigation, compressed timelines and persistent uncertainty. By using their exclusive control of the plan process in this manner, the DISH Wireless Debtors are employing exclusivity as a tactical weapon rather than as a tool to build consensus. This improper use of exclusivity weighs in favor of its termination.

4. The Size and Complexity of the Chapter 11 Cases

127. Although the size and complexity of a chapter 11 case are relevant considerations, this factor cannot warrant continued exclusivity standing on its own. *See In re Henry Mayo Newhall Mem'l Hosp.*, 282 B.R. 444, 452 (B.A.P. 9th Cir. 2002) (recognizing as "debunked" the view that complex cases require extended exclusivity). While the DISH Wireless Debtors' chapter 11 cases are undeniably large and have been made complicated by the conduct of EchoStar, the DISH Wireless Debtors, their respective insiders and their conflicted counsel, the Court must consider a wide range of factors under the totality of the circumstances when determining whether to terminate exclusivity. *In re Mid-State Raceway, Inc.*, 323 B.R. 63, 67-68 (Bankr. N.D.N.Y. 2005) ("[T]he Court is mindful that whether or not to grant an extension of exclusivity . . . is a matter of discretion based on all the facts and circumstances."). Accordingly, the complexity of these cases alone should not bear on the question of whether the DISH Wireless Debtors are entitled to exclusivity and, for all of the reasons noted in this Motion, the totality of the circumstances supports termination of the DISH Wireless Debtors' exclusive periods.

B. Terminating Exclusivity Will Move the Cases Forward for the Benefit of the DISH Wireless Debtors' Estates

128. A "primary consideration" in determining whether to terminate exclusivity is whether doing so will "facilitate moving the case forward." *Dow Corning*, 208 B.R. at 670; *Adelphia*, 352 B.R. at 590 ("[T]he test is better expressed as determining whether terminating exclusivity would move the case forward materially, to a degree that wouldn't otherwise be the case."); *see also In re Henry Mayo Newhall Mem'l Hosp.*, 282 B.R.at 452 (holding that "a transcendent consideration is whether adjustment of exclusivity will facilitate moving the case forward toward a fair and equitable resolution"). There can be no doubt that terminating exclusivity will facilitate moving the DISH Wireless Debtors' cases forward.

129. To that end, if exclusivity is terminated, the Committee is prepared in short order to file a liquidating plan for the DISH Wireless Debtors that will position the estates to move quickly and economically to confirmation. Every week spent pursuing the DISH Wireless Debtors' doomed (and now one-sided) proposed litigation path dissipates limited estate resources without creating forward progress. Terminating exclusivity, however, would break this cycle and move these cases forward by permitting the Committee—as fiduciary for the DISH Wireless Debtors' unsecured creditors—to propose and prosecute a plan that can be solicited and confirmed on an efficient basis.

130. Ultimately, the Committee plan would be a non-controversial and straight-forward liquidating plan that could be solicited and confirmed in relatively short order. In contrast to the DISH Wireless Debtors' current approach—which has and will continue to generate costly, unnecessary litigation—the Committee's proposed plan would provide a clear, efficient and equitable path to emergence. Termination of the DISH Wireless Debtors' exclusive periods to permit this to occur is therefore warranted.

BASIS FOR EMERGENCY CONSIDERATION

131. Immediate relief is necessary to halt the conflicted actions the DISH Wireless Debtors have taken, and continue to take in these chapter 11 cases for the benefit of EchoStar, Charles Ergen and other insiders and to stop the extraordinary expense burn caused by the DISH Wireless Debtors' efforts to benefit EchoStar, Charles Ergen and other insiders at the expense of the DISH Wireless Debtors' third-party unsecured creditors. The DISH Wireless Debtors are not making any progress towards confirming a plan, while simultaneously causing the estate to waste resources fighting on issues like compliance with Rule 2004 investigations that should be non-issues. The DISH Wireless Debtors have abandoned the previously agreed-upon solicitation and confirmation schedule and have determined to defer the filing of an amended DISH Wireless Plan.

The DISH Wireless Debtors have repeatedly obstructed and delayed the Committee's Rule 2004 investigation, to the point where they unilaterally have decided they no longer need to comply with the rules of this Court but rather can simply elect not to produce documents unrelated to the Alleged Intercompany Loan Claim until after they have reviewed the Investigation Report and reached their own conclusion as to the Committee's investigation's ongoing relevance.

132. The estates' funding is rapidly dwindling as professional and advisor fees continue to mount due to the DISH Wireless Debtors' obfuscation. Estate resources are being rapidly depleted and creditor recoveries are diminishing the longer the DISH Wireless Debtors continue to oversee and control the administration of these chapter 11 cases. The DISH Wireless Debtors' estates are projected to be administratively insolvent on an accrual basis as early as the end of September 2026, absent alternative debtor in possession financing, and yet, the DISH Wireless Debtors appear to be completely uninterested in securing funding for the estates. The current posture of the chapter 11 cases exposes the DISH Wireless Debtors and their estates to an unacceptable degree of risk that the DISH Wireless Debtors will languish in chapter 11 while administrative expenses consume the residual value of the estates. The immediate appointment of a chapter 11 trustee, or, alternatively, termination of the DISH Wireless Debtors' exclusive periods is therefore necessary to break the current impasse, curtail unnecessary professional fee burn and ensure that the limited resources of these estates are preserved for the benefit of legitimate unsecured creditors.

RESERVATION OF RIGHTS

133. Nothing in this Motion shall constitute or be deemed a waiver of any rights, claims, causes of action, remedies, arguments, defenses or positions of the Committee or any of the Debtors' estates, all of which are expressly reserved. The Committee further reserves all rights to seek discovery in connection with this Motion, to introduce evidence at any hearing on the Motion,

to supplement and amend this Motion based on such discovery and any additional filings made by the Debtors and to pursue any claims, remedies or other relief that may be available based on information obtained through discovery, further investigation or otherwise.

NOTICE

134. Notice of this Motion has been provided by the Committee in accordance with Bankruptcy Rules 4001 and 9014, as well as the Local Rules of the Bankruptcy Court for the Southern District of Texas, and is sufficient under the circumstances. Without limiting the foregoing, due notice was afforded, whether by facsimile, electronic mail, overnight courier or hand delivery, to parties-in-interest, including: (i) the Office of the United States Trustee for the Southern District of Texas; (ii) counsel to the Debtors; (iii) counsel to the Special Committee; and (iv) all parties that have requested notice pursuant to Bankruptcy Rule 2002. The Committee submits that, in light of the nature of the relief requested, no other or further notice is required.

NO PRIOR REQUEST

135. No prior request for the relief sought in this Motion has been made to this or any other court.

CONCLUSION

WHEREFORE, the Committee respectfully requests that the Court: (i) enter an order: (x) appointing a chapter 11 trustee for the DISH Wireless Debtors pursuant to Bankruptcy Code section 1104(a); or, in the alternative; (y) terminating the DISH Wireless Debtors' exclusive periods pursuant to Bankruptcy Code section 1121(d); and (ii) grant the Committee such other relief as the Court may deem just, proper and equitable.

Dated: September 6, 2026

AKIN GUMP STRAUSS HAUER & FELD LLP

/s/ Marty L. Brimmage, Jr.
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Proposed Counsel to the Official Committee of Unsecured Creditors of DISH DBS Corporation, DISH Wireless L.L.C., et al.

CERTIFICATE OF SERVICE

I hereby certify that on September 6, 2026, a true and correct copy of the foregoing Motion was served on the parties entitled to notice thereof, including through the Court's CM/ECF system on all parties registered to receive such notice in these cases.

/s/ Marty L. Brimmage, Jr.

CERTIFICATE OF ACCURACY

I hereby certify that the facts and circumstances described in the above Motion giving rise to the emergency request for relief are true and correct to the best of my knowledge, information and belief. This statement is made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Marty L. Brimmage, Jr.

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	Chapter 11
	)	
DISH DBS CORPORATION,	)	Case No. 26-90627 (CML)
DISH WIRELESS L.L.C., *et al.*,[1]	)	
	)	(Jointly Administered)
Debtors.	)	
	)	

ORDER GRANTING EMERGENCY MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR ENTRY OF AN ORDER (I) APPOINTING A CHAPTER 11 TRUSTEE FOR THE DISH WIRELESS DEBTORS PURSUANT TO BANKRUPTCY CODE SECTION 1104(a); OR, ALTERNATIVELY, (II) TERMINATING THE DISH WIRELESS DEBTORS' EXCLUSIVE PERIODS PURSUANT TO BANKRUPTCY CODE SECTION 1121(d)

Upon consideration of the *Emergency Motion of the Official Committee of Unsecured Creditors for Entry of an Order (I) Appointing a Chapter 11 Trustee for the DISH Wireless Debtors Pursuant to Bankruptcy Code Section 1104(a); or, Alternatively, (II) Terminating the DISH Wireless Debtors' Exclusive Periods Pursuant to Bankruptcy Code Section 1121(d)*, dated September 6, 2026 (the "Motion")[2] filed by the Official Committee of Unsecured Creditors (the "Committee") appointed in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors" and such cases, these "Chapter 11 Cases"); and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion, the relief requested therein and the responses thereto being core proceedings in accordance with 28 U.S.C. § 157(b); and the

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/DBS. The location of the Debtors' corporate headquarters and the Debtors' service address is 9601 S. Meridian Blvd., Englewood, Colorado 80112.

[2] Unless otherwise indicated, capitalized terms used in this Order shall have the meanings ascribed to them in the Motion.

appearance of all interested parties and all responses and objections, if any, to the Motion having been duly noted in the record of the hearing on the Motion (the "Hearing"); and upon the record of the Hearing, and all other pleadings and proceedings in the Chapter 11 Cases, including the Motion; and it appearing that the relief requested in the Motion is in the best interests of the DISH Wireless Debtors' estates; and notice of the Motion having been adequate and appropriate under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, as set forth herein.

2. Sufficient grounds exist for the appointment of a trustee for the chapter 11 estates of the DISH Wireless Debtors pursuant to 11 U.S.C. §§ 1104(a)(1) and (2).

3. The United States Trustee, after consultation with the Committee, is hereby directed to appoint one disinterested person as a chapter 11 trustee (the "Trustee") in the Chapter 11 Cases of the DISH Wireless Debtors.

4. The Trustee shall (i) take control of the DISH Wireless Debtors; (ii) be appointed as a manager, member, director and officer, as applicable, of each of the DISH Wireless Debtors; and (iii) succeed to the powers of the current managers, members, directors, officers and any such other governing bodies of the DISH Wireless Debtors.

5. The DISH Wireless Debtors and any other individual or entity in possession of the DISH Wireless Debtors' records and property shall cooperate with the Trustee and immediately turn over to the Trustee all records and property of the estate in their possession or control as directed by the Trustee.

6. Notwithstanding any other Federal Rules of Bankruptcy Procedure or any other applicable rule or guideline, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

7. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: ___________

____
THE HONORABLE CHRISTOPHER LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	Chapter 11
	)	
DISH DBS CORPORATION, DISH WIRELESS L.L.C., *et al.*,[1]	)	Case No. 26-90627 (CML)
	)	(Jointly Administered)
Debtors.	)	

ORDER GRANTING EMERGENCY MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR ENTRY OF AN ORDER (I) APPOINTING A CHAPTER 11 TRUSTEE FOR THE DISH WIRELESS DEBTORS PURSUANT TO BANKRUPTCY CODE SECTION 1104(a); OR, ALTERNATIVELY, (II) TERMINATING THE DISH WIRELESS DEBTORS' EXCLUSIVE PERIODS PURSUANT TO BANKRUPTCY CODE SECTION 1121(d)

Upon consideration of the *Emergency Motion of the Official Committee of Unsecured Creditors for Entry of an Order (I) Appointing a Chapter 11 Trustee for the DISH Wireless Debtors Pursuant to Bankruptcy Code Section 1104(a); or, Alternatively, (II) Terminating the DISH Wireless Debtors' Exclusive Periods Pursuant to Bankruptcy Code Section 1121(d)*, dated September 6, 2026 (the "Motion")[2] filed by the Official Committee of Unsecured Creditors (the "Committee") appointed in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors" and such cases, these "Chapter 11 Cases"); and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion, the relief requested therein and the responses thereto being core proceedings in accordance with 28 U.S.C. § 157(b); and the

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/DBS. The location of the Debtors' corporate headquarters and the Debtors' service address is 9601 S. Meridian Blvd., Englewood, Colorado 80112.

[2] Unless otherwise indicated, capitalized terms used in this Order shall have the meanings ascribed to them in the Motion.

appearance of all interested parties and all responses and objections, if any, to the Motion having been duly noted in the record of the hearing on the Motion (the "Hearing"); and upon the record of the Hearing, and all other pleadings and proceedings in the Chapter 11 Cases, including the Motion; and it appearing that the relief requested in the Motion is in the best interests of the DISH Wireless Debtors' estates; and notice of the Motion having been adequate and appropriate under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**, as set forth herein.

2. The DISH Wireless Debtors' exclusive periods to file and solicit votes on a chapter 11 plan are hereby terminated pursuant to Bankruptcy Code section 1121.

3. Any party in interest is authorized to file and solicit votes on a chapter 11 plan and disclosure statement in accordance with the requirements of the Federal Rules of Bankruptcy Procedure and the Bankruptcy Code.

4. To the extent this Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Order shall govern.

5. Notwithstanding any other Federal Rules of Bankruptcy Procedure or any other applicable rule or guideline, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

6. The Court shall retain exclusive jurisdiction to hear and determine all matters arising from, or related to, the implementation, enforcement or interpretation of this Order.

Dated: ___________

____
THE HONORABLE CHRISTOPHER LOPEZ
UNITED STATES BANKRUPTCY JUDGE