

**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., <i>et al.</i> , ¹	)	
	)	
Debtors.	)	(Jointly Administered)
	)	

**DISH WIRELESS DEBTORS' OBJECTION TO COMCAST
BUSINESS COMMUNICATIONS, LLC'S EMERGENCY MOTION
TO (A) INTERVENE IN THE DISH WIRELESS DEBTORS' FIRST OMNIBUS
OBJECTION TO THE CLAIMS OF CROWN CASTLE, AMERICAN TOWER,
AND SBA, OR (B) IN THE ALTERNATIVE, TO HAVE THE OMNIBUS CLAIMS
OBJECTION DEEMED AN OBJECTION TO COMCAST'S FILED PROOF OF CLAIM**

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' proposed 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 DISH Wireless Debtors¹ hereby submit this objection (this “**Objection**”) to Comcast Business Communications, LLC’s (“**Comcast**”) *Emergency Motion to (A) Intervene in the Dish Wireless Debtors’ First Omnibus Objection to the Claims of Crown Castle, American Tower, and SBA, or (B) In the Alternative, to Have the Omnibus Claims Objection Deemed an Objection to Comcast’s Filed Proof of Claim* [Dkt. No. 1435] (the “**Motion**”), seeking to intervene in the *First Omnibus Objection to the Claims of Crown Castle, American Tower, and SBA* [Dkt. No. 906] (the “**Omnibus Claims Objection**”).² In support of their Objection, the DISH Wireless Debtors respectfully state as follows:

PRELIMINARY STATEMENT

1. On August 10, 2026, the DISH Wireless Debtors filed an objection to the proofs of claim filed by three claimants, Crown, ATC and SBA, which, in the aggregate, seek approximately \$7.5 billion. The DISH Wireless Debtors did not choose these three claimants arbitrarily. Rather, these three claimants constitute the largest creditors by far of the DISH Wireless Debtors, and have been aggressively engaged in litigation regarding their claims with the DISH Wireless Debtors since before the Petition Date. Moreover, the DISH Wireless Debtors have determined that, if they prevail on their Omnibus Claims Objection, then the funds available in the FCC Trust will be sufficient to pay all other creditors in full, even absent further reduction in asserted claim amounts, thus effectively resolving the DISH Wireless Debtors’ chapter 11 cases.

2. Comcast seeks to intervene in the Omnibus Claims Objection because it believes that certain of the issues being litigated against others may be relevant to a potential future

¹ “**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.

² Capitalized terms used but not otherwise defined shall have the meanings ascribed to them in the Motion.

litigation regarding its claim. Comcast cites no authority—because none exists—for the proposition that claimants whose claims have not been objected to may intervene in objections to other parties’ claims because those objections may one day prove relevant to their own claim. Moreover, Comcast’s request to intervene is particularly inappropriate given that many of the issues Comcast seeks to litigate are based on the particular terms of its contract with the Debtors, which are not at issue in the Omnibus Claims Objection. By its own admission, the Omnibus Claims Objection will not have preclusive effect as to Comcast. Comcast’s Motion should be denied for at least three reasons.

3. *One*, the DISH Wireless Debtors properly exercised their discretion to object at this time to the claims of Crown Castle, American Tower, and SBA (together, the “**Tower Claimants**”) as vital to resolving the chapter 11 cases. Comcast’s intervention will add to the time, expense and burden of the litigation and delay its outcome. If Comcast is allowed to intervene, then hundreds of other parties claiming to have similar interests can seek to intervene as well.

4. *Two*, Comcast fails to show good cause to intervene under Bankruptcy Rule 2018 and section 1109(b) of the Bankruptcy Code. All four factors under Rule 2018 weigh against Comcast’s intervention: (i) Comcast lacks a direct interest in the Omnibus Claims Objection and holds, at most, a generalized preference that the case come out a certain way, which is insufficient to support intervention; (ii) Comcast’s alleged interest is adequately represented by the Tower Claimants, whose claims are orders of magnitude greater than Comcast’s and who are represented by extremely engaged counsel; (iii) Comcast’s intervention would delay resolution of the Omnibus Claims Objection; and (iv) Comcast’s alleged interest in the issues being litigated will not be impaired by denying intervention because, as Comcast concedes, any rulings on the Omnibus Claims Objection will not have res judicata or preclusive effect on it.

5. *Three*, Comcast's alternative request that the Court deem the Omnibus Claims Objection an objection to its own proof of claim is baseless and unsupported by any authority. The DISH Wireless Debtors have not objected to Comcast's claim, so there is no basis to deem that they did so. Comcast cannot force the Debtors to object to a claim before they, in the exercise of their business judgment, determine to do so, much less require them to litigate Comcast's separate claim through intervention in a proceeding that does not challenge such claim. And because the DISH Wireless Debtors have not yet objected (and may never object) to Comcast's claim, the issues are non-justiciable.

6. The DISH Wireless Debtors respectfully ask the Court to deny Comcast's Motion.

BACKGROUND

A. The Chapter 11 Cases

7. On June 30, 2026, the DISH Wireless Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code with the Court.

8. The DISH Wireless Debtors continue to operate their business and manage their properties as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.

B. The DISH Wireless Debtors' Omnibus Claims Objection

9. On August 6 and 7, 2026, the Tower Claimants filed their proofs of claim against the DISH Wireless Debtors. Through their proofs of claim, Crown Castle asserts a liquidated claim of approximately \$4.69 million, American Tower asserts a liquidated claim of approximately \$2.7 billion, and SBA asserts a liquidated claim of approximately \$194 million, in addition to unliquidated amounts. Together, the Tower Claimants' proofs of claim collectively assert approximately \$7.5 billion. Omnibus Claim Obj. ¶¶ 41-55.

10. The Tower Claimants' proofs of claim relate to three separate master agreements, each governing thousands of individual, site-specific lease agreements: (i) Crown Castle's claim

arises from the Crown Castle Master Lease Agreement, (ii) American Tower’s claim arises from the ATC Strategic Colocation Agreement, and (iii) SBA’s claim arises from the SBA Master Lease Agreement. Omnibus Claim Obj. ¶¶ 9, 27, 37. Each master agreement contains its own distinct provisions relevant to the various contractual defenses that the DISH Wireless Debtors seek to assert.

11. On August 7, 2026, Comcast filed its Proof of Claim against the DISH Wireless Debtors asserting a claim for approximately \$83 million. As of the date of this filing, the DISH Wireless Debtors have not filed an objection to Comcast’s claim.

12. On August 11, 2026, the DISH Wireless Debtors filed their Omnibus Claims Objection. The Omnibus Claims Objection seeks to reduce the claims on the grounds of force majeure, impossibility and frustration of purpose, or, in the alternative, cap the claims pursuant to section 502(b)(6).

C. Comcast’s Motion to Intervene

13. The DISH Wireless Debtors and Comcast are parties to the Master Service Agreement (“MSA”) under which Comcast provided cell backhaul service to cell towers used by the DISH Wireless Debtors. Mot. ¶ 1.

14. On February 27, 2026, Comcast filed a Complaint against the DISH Wireless Debtors and certain of their non-debtor affiliates in the United States District Court for the District of Colorado, Case No. 1:26-cv-00824. On August 7, 2026, Comcast filed a proof of claim asserting an approximately \$83 million claim against the DISH Wireless Debtors arising from their alleged prepetition breach of the MSA. Mot. ¶ 15.

15. On August 17, 2026, Comcast filed its *Joinder to American Tower’s Preliminary Response to the DISH Wireless Debtors’ First Omnibus Objection to the Claims of Crown Castle, American Tower, and SBA* [Dkt. No. 1102] (the “**Joinder**”).

16. On August 18 and 19, 2026, the Court held status conferences for scheduling a hearing date on the Omnibus Claims Objection (the “**Status Conferences**”). Dkt. Nos. 1160, 1166. Counsel for Comcast appeared and stated, “to be clear, Comcast is not one of the tower companies, is not a lessor, and doesn’t take an issue . . . any stance presently on the 502(b)(6) issue.” Aug. 18, 2026 Tr. at 71:22-24. At the August 19, 2026 hearing, Comcast reappeared and requested to participate in discovery and hearings in the Omnibus Claims Objection. The Court responded, “I don’t think there’s a live objection to your claim” Aug. 19, 2026 Tr. at 23:19-20.

17. There is still no live objection to the Comcast claim. Notwithstanding this fact, on September 11, 2026, Comcast filed its Motion to intervene in the Omnibus Claims Objection on an emergency basis.

18. There also is no live objection to the claim filed by Cablevision Lightpath LLC, but five days later, on September 16, 2026, it filed an *Emergency Motion to (A) Intervene in the DISH Wireless Debtors’ First Omnibus Objection to the Claims of Crown Castle, American Tower, and SBA, or (B) in the Alternative, to Have the Omnibus Claims Objection Deemed an Objection to Lightpath’s Filed Proof of Claim and Joinder to Comcast Motion* [Dkt. No. 1496] (the “**Cablevision Motion**”).³

³ The Special Committee for the DISH Wireless Debtors will respond separately to the Cablevision Motion.

OBJECTION

I. Comcast’s Request to Intervene in the Omnibus Claims Objection Should Be Denied

A. The Debtors Properly Exercised Their Discretion in Filing the Claims Objection against the Tower Claimants

19. A debtor has discretion to determine whether and how to object to or otherwise resolve proofs of claims filed in its bankruptcy case. *See In re 50-Off Stores, Inc.*, 231 B.R. 592, 596-97 (Bankr. W.D. Tex. 1999) (holding that requiring a debtor to resolve all claim objections pre-confirmation “would overwhelm the resources of the plan proponent” and “frustrate the ability of many debtors to reorganize”); *see also* 9A Collier on Bankr. ¶ 3007.01 (16th ed. 2026) (“In many cases, tactical considerations dictate when objections should occur . . . [t]o require that objections be made prior to confirmation is to invite creditors to trade votes for allowance of claims”). The DISH Wireless Debtors’ decision to object to the Tower Claimants’ claims at this time was a proper exercise of that discretion.

20. The Tower Claimants’ asserted claims total approximately \$7.5 billion, an amount that constitutes over 75% of the claims pool and dwarfs all other disputed claims, including Comcast’s claim for \$83 million. As explained in the Omnibus Claims Objection, if the Tower Claimants’ claims are reduced under contractual or common law defenses, or are capped under section 502(b)(6), the DISH Wireless Debtors anticipate that the FCC Trust (as defined in the Omnibus Claims Objection) will have sufficient funds to pay eligible allowed claims in full, even if no additional claims are subject to the section 502(b)(6) cap or other defenses. Omnibus Claim Obj. ¶ 1. In other words, resolution of the Omnibus Claims Objection is the threshold issue that will determine whether these chapter 11 cases can proceed to a timely and consensual resolution.

21. Allowing Comcast to intervene in the Omnibus Claims Objection litigation would impede the DISH Wireless Debtors’ ability to reach this resolution. To the extent Comcast seeks

to address DISH Wireless Debtors’ defenses based on the specific terms of its own contract, Comcast’s intervention will require the Debtors to litigate and engage in discovery regarding entirely different contractual terms from those currently at issue.⁴ But even if the DISH Wireless Debtors are not required to litigate the specific contractual issues relevant to Comcast’s claim, Comcast’s intervention will add significant time and expense to the litigation. At a minimum, intervention would allow Comcast to (i) file its own brief setting forth additional arguments, adding to the time and expense of briefing and the number of pages submitted to the Court; (ii) take its own affirmative discovery, increasing the number of document requests, interrogatories, requests for admission, and deposition topics, (iii) depose additional witnesses and ask questions at the depositions of witnesses that other parties have noticed, adding to the number and length of depositions; and (iv) call additional witnesses at the hearing on the Omnibus Claims Objection and ask questions of the witnesses that other parties have called, adding to the length and complexity of trial. Critically, if Comcast is allowed to intervene, there is no limiting principle that would prevent other claimants from intervening as well, multiplying the problems identified above and making litigation in connection with the Omnibus Claims Objection untenable.

22. There are no similar risks or disadvantages to Comcast if the Motion is denied. Comcast states in its Motion that “any decision made by [the Court] in this case will not have a res judicata effect for [Comcast]” and that “the different contracts at issue mean formal issue preclusion would not apply.” Mot. ¶ 35. Thus, Comcast seeks to intervene in a case that it specifically (and correctly) argues will not bind it.

⁴ It is not clear from the Motion whether Comcast seeks to litigate matters that are particular to Comcast’s MSA with the DISH Wireless Debtors. If so, this is not “intervention,” but rather an improper attempt to take over and change an existing litigation.

23. To address certain concerns raised in the Motion, the DISH Wireless Debtors offered to provide Comcast with access to the briefing and discovery from the Omnibus Claims Objection litigation (subject to agreement from the Tower Claimants), which will allow Comcast to have the benefit of any facts and arguments that are developed in the Omnibus Claims Objection litigation. Comcast refused this offer and filed the Motion.

B. Comcast Has Failed to Meet Its Burden of Showing Good Cause to Intervene Under Bankruptcy Rule 2018

24. Notably, Comcast does not cite a single case in which a party has been allowed to intervene in another's claim objection, nor have the DISH Wireless Debtors identified any. Comcast fails to meet the requirements for intervention.

25. Bankruptcy Rule 2018 provides that the court may permit an interested party to intervene in a matter "for cause." Fed. R. Bankr. P. 2018. Courts in the Fifth Circuit assess "cause" using four factors:

- (1) whether the moving party has an economic or similar interest in the matter;
- (2) whether the interest of the moving party [is] adequately represented by the existing parties; (3) whether the intervention will cause undue delay to the proceedings; and (4) whether the denial of the movant's request will adversely affect their interest.

In re Acis Cap. Mgmt., 604 B.R. 484, 512-13 (N.D. Tex. 2019).⁵ Even when all four factors are met, the decision to allow intervention remains within the Court's discretion. *In re Adilace Holdings, Inc.*, 548 B.R. at 463 & n.27 (citing *Staley v. Harris Cnty. Tex.*, 160 F. App'x 410, 414 (5th Cir. 2005)). All four Rule 2018 factors weigh against granting Comcast's intervention.

⁵ To the extent any of the cases cited herein apply Rule 24 of the Federal Rules of Civil Procedure, the standards under Rule 2018 and Rule 24 overlap. *In re Adilace Holdings, Inc.*, 548 B.R. 458, 462 (Bankr. W.D. Tex. 2016) ("The standards under Rule 2018 and [Rule] 24 overlap.").

1. Comcast Fails to Demonstrate a Direct Interest in the Resolution of the Omnibus Claims Objection

26. Courts have held that the term “interest” for intervention purposes should be “narrowly read to mean a direct and substantial interest in the proceedings.” *Rigco, Inc. v. Rauscher Pierce Refsnes, Inc.*, 110 F.R.D. 180, 183 (N.D. Tex. 1986). Importantly, an interest is not “direct” if it is merely “a generalized preference that the case come out a certain way.” *See Purl v. U.S. Dep’t of Health & Hum. Servs.*, 349 F.R.D. 526, 529 (N.D. Tex. 2025) (applying *Texas v. United States*, 805 F.3d 653, 657 (5th Cir. 2015)).

27. Comcast’s interest in the Omnibus Claims Objection is what courts have found to be insufficient: a generalized preference that the Court rule on certain aspects of the Omnibus Claims Objection in favor of the Tower Claimants. Comcast argues that “resolution of the merits . . . will ultimately turn on the specific contracts and course of conduct between the Debtors and each claimant.” Mot. ¶ 30. Comcast’s contracts and course of conduct are not at issue in the Omnibus Claims Objection. Moreover, as Comcast recognizes, its contracts with the DISH Wireless Debtors contain different terms from those of the Tower Claimants, making the litigation of those terms irrelevant to Comcast. Mot. ¶¶ 33, 34. Accordingly, Comcast’s purported interest in the Omnibus Claims Objection is the same generalized interest that hundreds of the Debtors’ creditors share. That is an insufficient basis to support intervention. *In re Adilace Holdings, Inc.*, 548 B.R. at 463 (denying a creditor’s motion to intervene where the creditor’s generalized interest in maximizing the estate’s value for distribution was adequately represented by the trustee).

28. The cases on which Comcast purports to rely are inapposite. *In re Pettibone Corp.*, 138 B.R. 210 (Bankr. N.D. Ill. 1991) involved a would-be intervenor who was the only party that could cure a standing defect barring the plaintiff from pursuing the intervenor’s product liability claims. *See id.* at 214-15, 218. Here, Comcast’s participation is not necessary for the Tower

Claimants to litigate their claims and, in fact, would hinder and delay that litigation for the reasons identified below. *Republic Nat'l Bank v. Crippen* is even further afield. It addressed the outright denial of a hearing, not a request to intervene in another party's dispute. See 224 F.2d 565 (5th Cir. 1955).

2. Comcast Fails to Show That the Tower Claimants' Representation is Inadequate To Protect Its Alleged Interest

29. To justify its intervention, Comcast must also establish that the existing parties cannot adequately represent its interest. See *Purl*, 349 F.R.D. at 532. Where a movant cannot make that showing, intervention should be denied. See, e.g., *In re Durango Ga. Paper Co.*, 336 B.R. 594, 596-97 (Bankr. S.D. Ga. 2005) (denying intervention where movants were found to be adequately represented by existing party); *In re City of Bridgeport*, 128 B.R. 686, 688 (Bankr. D. Conn. 1991) (same). Comcast fails this prong of the test for two separate and independent reasons.

30. *One*, a party seeking to intervene fails to demonstrate inadequate representation where the existing party has “much more at stake” and every incentive to raise the same arguments. See, e.g., *Cajun Elec. Power Coop, Inc. v. Gulf States, Utils., Inc.*, 940 F.2d 117, 120 (5th Cir. 2011). That is precisely the case here. The Tower Claimants collectively assert claims exceeding \$7.5 billion, which is nearly **one hundred times** the amount of Comcast's claim. Comcast does not, and cannot, deny that those parties are incentivized to raise the same arguments as Comcast. To the contrary, those parties have been far more active in protecting the alleged interest.

31. *Two*, courts presume that representation is adequate where “the would-be intervenor has the same ultimate objective as a party” to the dispute. *Edwards v. City of Houston*, 78 F.3d 983, 1005 (5th Cir. 1996). To overcome this presumption, Comcast “must show adversity of interest, collusion, or nonfeasance on the part of the existing party” to rebut the presumption.

See id. Comcast’s Motion does not allege, much less demonstrate, any such ground to rebut the presumption.

32. Straining to find a basis to intervene, Comcast contradicts itself. Comcast asserts that it shares “significant factual overlaps in every claim” and the “same facts and related theories” as the Tower Claimants. Mot. ¶¶ 29-30. However, as addressed above, any such significant overlap with large and well-represented parties is a basis to deny intervention, not grant it. *Cajun Elec. Power Coop, Inc. v. Gulf States, Utils., Inc.*, 940 F.2d at 120. At the same time, Comcast argues that intervention is warranted because its “materially different” contractual terms mean that it will not be adequately represented by the Tower Claimants. Mot. ¶¶ 29-30, 33, 35. But none of those contracts will be litigated in the Omnibus Claims Objection. Thus, in addition to undermining its other arguments, Comcast’s argument only underscores why its intervention should not be allowed.

33. The cases Comcast cites are inapposite. *In re Golden Glades Reg’l Med. Ctr., Ltd.*, 147 B.R. 813 (Bankr. S.D. Fla. 1992) allowed intervention because it was unopposed and uncontested. It offers no guidance in a case like this where intervention is opposed and does not involve a different claim, as here. *Clark v. Putnam Cnty.*, 168 F.3d 458 (11th Cir. 1999) involved a conflict of interest between the plaintiff and the party that sought to intervene. Here, there is no conflict between Comcast and the Tower Claimants, who will adequately represent Comcast’s interests in all relevant respects.

3. Permitting Comcast to Intervene Will Unduly Delay Resolution of the Omnibus Claims Objection

34. Comcast argues that, because certain aspects of its claim overlap with the Tower Claimants’ claims, intervention would result in “greater efficiencies.” Mot. ¶ 34. This is incorrect for at least three reasons.

35. *One*, as Comcast acknowledges, “resolution of the merits . . . will ultimately turn on the specific contracts and course of conduct between the Debtors and each claimant.” Mot. ¶ 30. Comcast admits that its contracts contain different force majeure clauses, exclusions and limitations. Mot. ¶¶ 33-34. Comcast cannot introduce separate and unique contractual terms, which will be the subject of separate briefing and discovery, and doing so would only introduce inefficiencies. Efforts to introduce matters not at issue will necessarily delay resolution of the threshold issue in these Chapter 11 Cases without any concomitant benefit to the DISH Wireless Debtors or their estates.

36. *Two*, even as to matters that Comcast shares in common with the Tower Claimants, adding parties necessarily adds to the time and expense of briefing, discovery and trial. Indeed, Comcast states in the Motion that “passive access to materials falls short of the level of participation needed to protect Comcast’s interests,” and that it has “distinct legal theories” and “will need to pursue distinct lines of discovery.” *Id.* ¶¶ 7, 33. What this means in practice is that Comcast will (i) file its own brief setting forth additional arguments, adding to the time and expense of briefing and the number of pages submitted to the Court; (ii) take its own affirmative discovery, increasing the number of document requests, interrogatories, requests for admission, and deposition topics, (iii) depose additional witnesses and ask questions at the depositions of witnesses that other parties have noticed, adding to the number and length of depositions; and (iv) call additional witnesses at the hearing on the Omnibus Claims Objection and ask questions of the witnesses that other parties have called, adding to the length and complexity of trial.⁶ The added time and expense from Comcast’s intervention is an unnecessary burden on the parties and the Court that will hinder resolution of the Omnibus Claims Objection.

⁶ Any such use of deposition or hearing time, of course, would have to come off of the Tower Lessors’ time.

37. *Three*, if Comcast is allowed to intervene, then other parties can seek to do the same. Indeed, other parties have already joined Comcast’s request to intervene. *See* Cablevision Motion ¶ 8. If Comcast’s request to intervene is granted, it could lead to many more requests to intervene, which in turn would result in more motion practice, more unique contracts at issue in the litigation, and many more parties participating in discovery, briefing and trial, further straining estate and judicial resources and delaying resolution of the Omnibus Claims Objection.

38. Courts applying Rule 2018(a) have denied permissive intervention under similar circumstances to avoid unduly delaying contested matters. *See, e.g., In re Adilace Holdings*, 548 B.R. at 464 (finding that granting intervention would “necessitat[e] additional discovery, hearing preparation, and time spent in court . . . result[ing] [in] additional expense and delay in the resolution of the matter”); *In re City of Bridgeport*, 128 B.R. at 688 (finding that full participation of the police union would unduly delay a hearing where the state was planning to examine 20 witnesses and introduce 175 documents into evidence); *In re Ionosphere Clubs, Inc.*, 101 B.R. 844, 851 (Bankr. S.D.N.Y. 1989) (citations and internal quotation marks omitted) (denying intervention because it would deny parties a “reasonably expeditious rehabilitation of financially distressed debtors with a consequent distribution to creditors who have acted diligently”).

39. Comcast’s cited authorities do not support its position. In *In re Money Ctr. of Am., Inc.*, 544 B.R. 107 (Bankr. D. Del. 2016), the court permitted intervention because the movant’s complaint raised identical claims on identical legal theories concerning substantially similar contracts to the plaintiff’s claims. Similarly, *Hanover Ins. Co. v. Superior Labor Servs., Inc.*, 179 F. Supp. 3d 656 (E.D. La. 2016) involved two insurers litigating the same coverage question, both seeking the same relief against the same defendants. Here, by contrast, Comcast argues that its contract contains a different force majeure clause and exclusions and limitations absent from the

Tower Claimants’ contracts and further claims that it has “distinct legal theories” and “will need to pursue distinct lines of discovery.” Mot. ¶ 33. Moreover, Comcast does not share the kind of identical claims and identical legal theories with the Tower Claimants that the court in *Hanover* found resulted in efficiencies justifying intervention, given that Comcast’s intervention would introduce a separate contract, additional facts, and differing legal theories, requiring additional discovery.

4. Comcast Fails to Demonstrate That Its Interests Will Be Impaired Absent Its Intervention

40. To justify its intervention, Comcast must show that disposition of the Omnibus Claims Objection may, as a practical matter, impair its ability to protect a sufficient interest. *Fordel Mktg., LLC v. Melon Corp.*, 817 F. Supp. 3d 421, 441 (S.D. Tex. 2025) (applying *Brumfield v. Dodd*, 749 F.3d 339 (5th Cir. 2014)). In considering whether a movant has demonstrated impairment as a “practical” matter, courts look to how “the practical consequences of the litigation” will have “any significant legal effect on the applicant’s interests.” See *In re Welded Constr., L.P.*, 618 B.R. 710, 719-21 (Bankr. D. Del. 2020) (denying intervention because, “regardless of the outcome of this proceeding,” movant’s interest remained “unimpaired,” given that any risk to its right to payment was too “remote” to be practical). To be deemed “practical” impairment, as opposed to merely theoretical, “there must be a tangible threat to the applicant’s legal interest . . . a claim that is merely ‘incidentally effected’ by the litigation does not suffice.” *Id.* at 720 (citation omitted).

41. Comcast cannot meet this standard because Comcast acknowledges that any outcome of the Omnibus Claims Objection will have no preclusive effect on its claim. Mot. ¶ 35. Thus, by Comcast’s own admission, its rights and interests will not be impaired. See *Pasternak & Fidis, P.C. v. Wilson*, Nos. GJH-14-01308, GJH-14-01307, 2014 WL 4826109, at *5 (D. Md. Sept.

23, 2014) (finding that the movant failed to show that an adverse ruling would impair its interests because the ruling would have no preclusive effect).

C. Comcast's Claim Is Not Justiciable

42. Comcast's concerns regarding the effects of an adverse ruling in connection with potential common issues are purely theoretical. As the Court observed, there is no live objection to Comcast's claim. Aug. 19, 2026 Tr. at 23:19-20. The DISH Wireless Debtors have not objected, and may never object, to Comcast's claim. Thus, Comcast's claim is not even justiciable. *Brown & Root, Inc. v. Big Rock Corp.*, 383 F.2d 662, 665 (5th Cir. 1967) ("A controversy, to be justiciable, must be such that it can presently be litigated and decided and not hypothetical, conjectural, conditional or based upon the possibility of a factual situation that may never develop."). Comcast is asking the Court to litigate a matter that may never need to be litigated, which is impermissible. *See Orix Credit All., Inc. v. Wolfe*, 212 F.3d 891, 897-98 (5th Cir. 2000) (dismissing case as unripe where movant sought to bar defendants from filing a draft motion because "[t]he precise legal issues that the [defendants] will raise in the motion are unclear at this time" and "[a]t this point, we cannot say that the threatened dispute has 'taken on final shape so that the court can see what legal issues it is deciding'") (quoting *El Paso Bldg. & Const. Trades Council v. El Paso Chapter Associated Gen. Contractors of Am.*, 376 F.2d 797, 800 (5th Cir. 1967)); *In re Highland Cap. Mgmt. L.P.*, Case No. 19-34054-sgj-11, 2024 WL 2703149, at *8, *9 (Bankr. N.D. Tex. May 24, 2024) (dismissing claim as non-justiciable where movants were "asking the court to issue an opinion based on a set of 'hypothetical, conjectural, conditional' facts 'or based upon the possibility of a factual situation that may never develop'" (citations and internal quotation marks omitted); *In re Moore*, No. 12-40456-EJC, 2015 WL 5553534, at *2 (Bankr. S.D. Ga. Sept. 18, 2025) (denying motion for failure to "present the Court with any actual dispute" where "[n]either the Debtor, nor the trustee has objected to the loan modification" at issue,

noting that giving the movant “a stamp of approval” as it requested “would result in the Court providing an advisory opinion in violation of the oldest and most consistent thread in the federal law of justiciability”) (quoting *Flast v. Cohen*, 392 U.S. 83, 96 (1968)).

D. Comcast Cannot Rely on Section 1109(b) to Intervene

43. Comcast asserts, in conclusory fashion, that its status as “a creditor” in the bankruptcy case enables it to intervene under section 1109(b) of the Bankruptcy Code. Mot. ¶ 26. That is incorrect. Section 1109(b) “permits every party in interest to object to the relief sought by a motion in a Rule 9014 contested matter, but not to otherwise participate. “If a peripheral party wishes to file requests for discovery and/or join in the evidentiary hearing, leave to intervene should be sought under Rule 2018(a)[.]” *In re Barrick Grp., Inc.*, 98 B.R. 133, 135 (Bankr. D. Conn. 1989) (citing Advisory Comm. Note to Bankr. Rule 2018 (1983)); *see also La. World Exposition v. Fed. Ins. Co.*, 858 F.2d 233, 249 (5th Cir. 1988) (citing *Fuel Oil Supply & Terminaling v. Gulf Oil Corp.*, 762 F.2d 1283, 1285-87 (5th Cir. 1985)) (“[S]ection 1109(b) of the Code does not create an automatic right to intervention[.]”). Thus, Comcast may intervene only if it meets the requirements of Rule 2018, which, as shown above, it does not.

E. Comcast’s Extraordinary Request That Its Claim Be “Deemed Objected to” Is Unsupportable

44. Comcast asks the Court to use its powers under section 105(a) to deem the Omnibus Claims Objection an objection to Comcast’s proof of claim. But the Omnibus Claim Objection does not apply to Comcast, and there is no basis for deeming a fact that is untrue. Comcast fails to cite a single case—and the DISH Wireless Debtors are unaware of any—in which any court has fashioned the extraordinary relief that Comcast seeks. In fact, the only case that Comcast cites, *Chiron*, is wholly inapt. That case did not involve either a motion to intervene or a claim objection, but rather a section 105(a) injunction against certain parties taking certain actions that the Court

deemed to be improper collateral attacks on a prior order. *See In re Chiron Equities, LLC*, 552 B.R. 674, 695 (Bankr. S.D. Tex. 2016). Comcast’s failure to identify any relevant precedent underscores the impropriety of its request.

45. Moreover, as Comcast acknowledges, “any action taken pursuant to § 105(a) [must be] ‘consistent with the rest of the Bankruptcy Code.’” Mot. ¶ 36 (citing *In re Chiron Equities*, 552 B.R. at 695). But Comcast fails to identify any provision in the Bankruptcy Code that enables a creditor to dictate when and how a debtor-in-possession objects to claims. To the contrary, neither the Bankruptcy Code nor Bankruptcy Rules require a debtor to object to a claim by a particular date, and claims are often resolved post-confirmation. *In re 50-Off Stores, Inc.*, 231 B.R. at 595-96. Comcast has no basis for the extraordinary relief of using the Court’s equitable powers to force the DISH Wireless Debtors to object to its claim before they, in the exercise of their business judgment, have determined to do so. *See In re ROPT Ltd. P’ship*, 209 B.R. 144, 152 (B.A.P. 1st Cir. 1997) (“The court’s invocation of § 105(a) must be deliberate, with careful consideration of the parties’ rights in the specific bankruptcy context and their overarching rights to due process.”).

II. Response to Committee Statement

46. On October 1, 2026, the Official Committee of Unsecured Creditors (the “**Committee**”) filed the *Statement of the Official Committee of Unsecured Creditors Regarding Motions to Intervene in the Dish Wireless Debtors’ First Omnibus Objection to the Claims of Crown Castle, American Tower, and SBA* [Dkt. No. 1688] (the “**Committee Statement**”). The Committee asks the Court to allow “the Movants *and other 5G Network Claimants* . . . to participate in the adjudication of the [Omnibus] Claims Objection and related discovery.” Committee Statement at 2. This request underscores the Debtors’ concern that a

substantial number of parties beyond Comcast and Cablevision could seek to intervene in the litigation regarding the Omnibus Claims Objection, making that litigation unworkable.

47. The Committee does not, and cannot, assert that the interests of those parties are not adequately represented by the Tower Claimants. Rather, the Committee asserts that any decision in connection with the Omnibus Claims Objection could become law of the case as to those parties. Committee Statement at 2-3. The Committee cites no authority for this position and, as discussed above, it is incorrect.

48. The Committee proposes that one potential “protocol” for resolving parties’ requests to intervene would be to “require Movants and the other Participating 5G Network Claimants to execute the *Confidentiality Agreement and Stipulated Protective Order* [Dkt. No. 992] in order to receive access to relevant discovery and attend depositions (or receive deposition transcripts).” This is precisely what the Debtors have already offered to Comcast. The Debtors would be willing to make the same accommodation for any other interested party.

CONCLUSION

WHEREFORE, for the reasons set forth in this Objection, the DISH Wireless Debtors respectfully request that Comcast’s Motion be denied.

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October 1, 2026
Houston, Texas

/s/ Charles R. Koster

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Certificate of Service

I certify that on October 1, 2026, I caused a copy of the foregoing document to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Charles R. Koster

Charles R. Koster