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)
Debtors.	)	(Jointly Administered)

NOTICE OF FILING OF LETTER CONCERNING PROPOSED MEDIATION ORDER

PLEASE TAKE NOTICE that, pursuant to the Court's directives at the status conference held on October 2, 2026, the Special Committee of Independent Managers of DISH Wireless L.L.C. (the "**Special Committee**"), acting on behalf of DISH Wireless L.L.C. and its affiliated debtors, hereby files the letter attached hereto as **Exhibit A** concerning the proposed *Stipulation and Agreed Order (I) Governing Mediation Procedures and (II) Staying the DISH Wireless Debtors' Chapter 11 Cases* (the "Mediation Order").

PLEASE TAKE FURTHER NOTICE that attached to the letter are (i) as **Exhibit 1**, a proposed form of Mediation Order containing the additional language requested by the Special Committee in paragraph 17, and (ii) as **Exhibit 2**, a proposed form of Mediation Order without such additional language.

[*Signature page to follow*]

[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.

Dated: October 6, 2026

DENTONS US LLP

/s/ *Casey W. Doherty Jr.*
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Counsel for the Special Committee of Independent Managers of DISH Wireless L.L.C.

Certificate of Service

I certify that on October 6, 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/ *Casey W. Doherty Jr.*
Casey W. Doherty Jr.

EXHIBIT A

DENTONS

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October 6, 2026

BY EMAIL (rosario_saldana@txs.uscourts.gov)

Chambers of the Honorable Christopher M. Lopez
United States Bankruptcy Court
Southern District of Texas
515 Rusk
Houston, Texas 77002

Re: *Proposed Mediation Order*

Dear Chambers of the Honorable Christopher M. Lopez,

The Special Committee of Independent Managers of DISH Wireless L.L.C. (the "Special Committee"), acting on behalf of DISH Wireless L.L.C. ("DWLLC") and its affiliated debtors (collectively, the "DWLLC Debtors"), respectfully submits the attached proposed *Stipulation and Agreed Order Governing Mediation Procedures and Staying the DISH Wireless Debtors' Chapter 11 Cases* (the "Mediation Order").

All of the parties have agreed to the attached form of Mediation Order, with one small but important exception. The Official Committee of Unsecured Creditors (the "UCC") has proposed that any proceedings with respect to debtor-in-possession financing be stayed, unless the Special Committee and the UCC otherwise agree—this language appears in Mediation Order ¶14(h). However, it would be inappropriate for the UCC to intrude in the Special Committee's exercise of its fiduciary duties. Accordingly, the Special Committee proposes an additional sentence be included at the end of Mediation Order ¶17 as follows: "Notwithstanding the foregoing, the Special Committee may file a motion for approval of debtor-in-possession financing during the Stay, provided that the Special Committee has determined, in good faith, that filing such a motion was required by the Special Committee's fiduciary duties." For the Court's convenience, we have included a version of the proposed Mediation Order with this sentence attached hereto as **Exhibit 1** and a version without this sentence attached hereto as **Exhibit 2**, so the Court may determine which to enter. They are clearly marked for the Court.

As the Court is aware, the financing and underlying liquidity issue is not hypothetical. Based on the DWLLC Debtors' liquidity forecast, DWLLC is currently projected to become administratively insolvent during the last week of October 2026, before the post-Mediation status conference scheduled for November 4, 2026. That projection remains subject to updated September professional fee actuals and a revised October forecast, which the DWLLC Debtors'

advisors have requested from the estate professionals. The Mediation is also expected to generate professional fees itself. The Special Committee therefore must retain the ability to act. Of course, the Special Committee would engage with the UCC before taking any action, but the timing and ability to act independently of the UCC must be preserved.

For those reasons, the Special Committee respectfully submits that the Mediation Order including the additional language in paragraph 17 should be entered. The Special Committee requests that the Court advise the parties which form of Mediation Order should be submitted for entry.

Most respectfully,

/s/ Van C. Durrer, II

Van C. Durrer, II

CC: Thomas E. Lauria
Matthew E. Linder
Robert J. Dehney
Eric D. Schwartz
Susheel Kirpalani
Dennis F. Dunne
Lisa Laukitis
Ira S. Dizengoff
Philip C. Dublin
Marty L. Brimmage, Jr.
Meredith A. Lahaie
Brian S. Hermann
Kyle J. Kimpler
Daniel I. Forman
Lucian Murley
David R. Zylberberg
Brian A. McAleenan
Lawrence J. Kotler
Jason R. Burt
Tiffany Ikeda Austin
Casey Doherty
David K. Shim

Exhibit 1

Order *Including* the Special Committee's Proposed Language in Paragraph 17

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)
Debtors.	)	(Jointly Administered)

STIPULATION AND AGREED ORDER (I) GOVERNING MEDIATION PROCEDURES AND (II) STAYING THE DISH WIRELESS DEBTORS' CHAPTER 11 CASES

The DISH Wireless Debtors,[2] EchoStar Corporation, DISH DBS Corporation ("**DISH DBS**"), the DWLLC Claims Trust, the Special Committee of the Board of Managers of DISH Wireless L.L.C. (the "**Special Committee**"), the Official Committee of Unsecured Creditors (the "**Committee**"), Crown Castle, American Tower, SBA,[3] Cablevision Lightpath LLC ("**Cablevision**"), CoxCom LLC (and together with Charter Communications Operating, LLC, "**CoxCom/Charter**"), and Comcast Business Communications, LLC ("**Comcast**") (each of the foregoing entities, a "**Party**" and, collectively with any other parties who agree to participate in the Mediation (as defined below) with the consent of each of the foregoing entities and the

[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.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the *Amended Joint Prepackaged Chapter 11 Plan of DISH Wireless L.L.C. and Its Affiliated Debtors and Debtors in Possession* [Dkt. No. 1456] (as amended, supplemented, or otherwise modified from time to time, the "**DISH Wireless Plan**").

[3] "**Crown Castle**," "**American Tower**," and "**SBA**" have the meanings ascribed to such terms in the *Stipulation and Agreed Order Regarding Rejection Notices (Crown Castle, American Tower, SBA)* [Dkt. No. 1150] (the "**Tower Stipulation**").

Mediator (as defined below), the "**Parties**"),[4] hereby stipulate and agree to Mediation and a related stay of certain matters in the DISH Wireless Debtors' chapter 11 cases on the following terms:

RECITALS

WHEREAS, on June 30, 2026 (the "**Petition Date**"), the DISH Wireless Debtors and the DBS Debtors commenced the above-captioned chapter 11 cases;

WHEREAS, on July 12, 2026, the United States Trustee for Region 7 appointed the Committee [Dkt. No. 276], which is composed of members that include Crown Castle, American Tower, SBA, Cablevision, and CoxCom/Charter, among others;

WHEREAS, on September 14, 2026, the Court held a status conference in connection with which the Court approved a pause of litigation until October 1, 2026 to facilitate the efforts of certain of the Parties to explore a potential resolution of various disputes arising under and related to the chapter 11 cases;

WHEREAS, on October 2, 2026, the Court held a further status conference and extended the pause of litigation to November 4, 2026 to allow the Parties to engage in further efforts to resolve their disputes with the assistance of a mediator pursuant to a mediation (the "**Mediation**") conducted in accordance with the terms hereof; and

WHEREAS, the Parties believe that Mediation may assist their efforts to resolve disputes regarding the DISH Wireless Plan and certain claims asserted against the DISH Wireless Debtors, and any other topics the Mediator (as defined below) deems appropriate.

[4] Notwithstanding the foregoing, any other member of the Committee that wishes to participate in the Mediation shall be entitled to participate in the Mediation and may be joined as a Party to this Stipulation and Agreed Order following its entry.

ORDER

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated in this Stipulation and Agreed Order (this "**Stipulation and Agreed Order**"), the Court hereby orders as follows:

1. The Honorable Marvin Isgur, United States Bankruptcy Judge for the Southern District of Texas, is hereby appointed to serve as mediator (the "**Mediator**") and is authorized to mediate any issues or disputes relating to these chapter 11 cases as the Mediator deems appropriate, including, without limitation, the terms of the DISH Wireless Plan, the *DISH Wireless Debtors' First Omnibus Objection to the Claims of Crown Castle, American Tower and SBA* [Dkt No. 906] (the "**Omnibus Claims Objection**"), the motions to intervene filed by Comcast and Cablevision [Dkt. Nos. 1435, 1496], and Crown Castle's objection to the DWLLC Intercompany Loan Claim [Dkt. No. 382] (and any joinders thereto) (collectively, the "**Mediation Topics**"). The scope and procedures for the Mediation will be determined by the Mediator, in consultation with the Parties as the Mediator deems appropriate.

2. The Parties shall participate in non-binding Mediation, in good faith, including at such sessions and conferences as the Mediator deems appropriate, to attempt to resolve any issues and disputes among the Parties relating to the Mediation Topics.

3. The Mediator will mediate in his capacity as a United States Bankruptcy Judge. He has full, unqualified judicial immunity, and all other privileges, immunities, and protections of a United States Bankruptcy Judge regarding any matters arising from or related to his role as Mediator.

4. The Mediator may not disclose or be compelled to disclose to the Court or to any person any of the records, reports, summaries, notes, communications, or other documents received or made by the Mediator while serving in such capacity. The Mediator may not testify

or be compelled to testify regarding the Mediation in connection with any arbitration, judicial, or other proceeding. Nothing contained in this paragraph prevents the Mediator from reporting (a) the status, but not the substance, of the Mediation effort to the Court or (b) whether a Party failed to participate in good faith in the Mediation, subject in each respect to paragraph 11 hereof.

5. The Parties shall participate in one or more in-person Mediation sessions, as determined by the Mediator in his discretion, at one or more dates, times and locations scheduled by the Mediator, in consultation with the Parties, and at such other conferences (which may be virtual or telephonic) as deemed appropriate by the Mediator, to attempt to resolve any issues and disputes among the Parties relating to the Mediation Topics; *provided*, that to the extent the Mediator schedules an in-person Mediation session, members of the Committee may participate in such in-person Mediation session virtually or telephonically for good cause, with the permission of the Mediator. The Mediation shall terminate on the earlier of (a) the date on which the Mediator determines that the Mediation has terminated (and advises the Parties of such determination) and (b) November 4, 2026, (unless such date is extended by (x) written agreement of the Parties and the Mediator (email being sufficient) or (y) the Court).

6. The Mediation shall be subject to paragraphs 48–57 of the Procedures for Complex Cases in the Southern District of Texas; *provided*, that nothing herein shall alter, modify, or otherwise prejudice or impair any of the Parties' rights or obligations under any preexisting non-disclosure agreements, confidentiality agreements or protective orders, all of which shall remain in full force and effect.

7. Unless otherwise directed by the Mediator, each of the Parties other than the DWLLC Claims Trust shall attend and participate in the Mediation and appear with at least one principal with authority to make a decision binding upon such Party, as well as lead counsel for

each Party. With respect to the DWLLC Claims Trust, the Trustee for the DWLLC Claims Trust shall attend and participate in the Mediation, together with lead counsel. Co-counsel and financial advisors may also participate in the Mediation. The Mediator has the right to order that a specific Party representative be present at the Mediation in person or, if applicable and authorized by the Mediator, virtually or telephonically.

8. Each Party shall bear its own costs and expenses incurred in connection with the Mediation; *provided*, that, nothing herein shall prejudice any Party's right to seek payment or reimbursement from the DISH Wireless Debtors' estates of such costs and expenses, including attorney fees, in accordance with any Court orders or otherwise.

9. The Parties and their respective counsel shall participate in the Mediation in good faith and comply with all directions issued by the Mediator regarding the Mediation process.

10. Each Party may directly submit to the Mediator any materials (the "**Submissions**") in form and content as the Mediator directs. Prior to any Submissions, the Mediator may confer with one or more of the Parties to determine what materials would be helpful to the Mediator or the Mediation. The Submissions shall not be filed with the Court and shall remain confidential, as discussed in paragraph 11 below.

11. The Mediation will be covered by mediation privilege to the fullest extent possible under both common and statutory law. The Mediation will be considered confidential settlement discussions pursuant to rule 408 of the Federal Rules of Evidence, made applicable by rule 9017 of the Federal Rules of Bankruptcy Procedure, and any applicable state law equivalents. Any (a) discussions among the Parties regarding the Mediation Topics, including but not limited to discussions with or in the presence of the Mediator, (b) mediation statements or any other documents or information provided to the Mediator or the Parties in the course of the Mediation,

and (c) correspondence and settlement proposals, counterproposals, term sheets, and offers of compromise produced in connection with, or as a result of, the Mediation (the matters referenced in the foregoing clauses (a) through (c), collectively, the "**Mediation Information**"), shall (i) be strictly confidential, (ii) be subject to disclosure only to the Mediator and the Parties to whom the Mediation Information is provided, (iii) not constitute a waiver of any existing privileges or immunities (even if such privileged information is produced during the Mediation), and (iv) not be admissible, discoverable or otherwise used for any purpose in any proceeding outside of the Mediation, including any judicial or administrative proceeding. No person, including counsel, shall in any way disclose any such Mediation Information to any person not expressly permitted to receive or review the Mediation Information under this Stipulation and Agreed Order, or to any court, including in any pleading or other submission to any court, unless all Parties to the Mediation consent to disclosure. The confidentiality provisions in this paragraph 11 shall not prevent a Party from using or disclosing materials and information it has created in any way it sees fit (subject to other applicable law) and do not prevent the use or disclosure of materials and information that is a matter of public knowledge independent of the Mediation, *provided* that the materials and information did not become public knowledge through an act or omission of a Party in violation of this Order. For the avoidance of doubt, any communications and submissions in connection with the Mediation may be designated "for advisors' eyes only" (or other similar designation) without prejudice to the rights of any Party to object to or challenge such designation.

12. The Parties, the Mediator, and all participants in the Mediation shall protect proprietary information.

13. To preserve the status quo and support an orderly and productive Mediation, all discovery, litigation, investigations, hearings, and deadlines (other than statutory deadlines) in the

DISH Wireless Debtors' chapter 11 cases (collectively, the "**Stayed Matters**") shall be stayed (the "**Stay**") until November 4, 2026 at 10:00 a.m. (prevailing Central Time) or such other date as the Parties may agree in writing (with notice filed on the docket of the DISH Wireless Debtors' chapter 11 cases), or as the Court may order; *provided* that, without limiting the rights of the Parties pursuant to paragraph 17 hereof, the Stay shall not apply to, and the Stayed Matters shall not include, administrative matters in the DISH Wireless Debtors' chapter 11 cases, including the filing of monthly operating reports, fee statements and fee applications, and notices and such other filings that the Parties and the Mediator agree are required to maintain the administration of the DISH Wireless Debtors' chapter 11 cases, in each case to the extent unrelated to the Mediation Topics.

14. Stayed Matters include, but are not limited to, the following:

(a) all discovery, litigation, deadlines, and hearings related to contested applications to retain estate professionals in the DISH Wireless Debtors' chapter 11 cases;

(b) all discovery, litigation, deadlines, and hearings related to the Omnibus Claims Objection, including Comcast's and Cablevision's motions to intervene [Dkt. Nos. 1435, 1496];

(c) all discovery, litigation, deadlines, and hearings related to Crown Castle's objection to the DWLLC Intercompany Loan Claim (and any joinders thereto);

(d) all discovery, litigation, deadlines, and hearings related to the Committee's motion to appoint a chapter 11 trustee or to terminate the DISH Wireless Debtors' exclusive periods under section 1121 of the Bankruptcy Code;

(e) all discovery, litigation, deadlines, and hearings related to the Committee's motion for standing and authority to prosecute certain causes of action of the DISH Wireless Debtors' estates;

(f) all discovery, litigation, deadlines, or hearings related to the DISH Wireless Plan;

(g) the filing of any motion by any Party to convert the DISH Wireless Debtors' cases to chapter 7;

(h) the filing of any motion or requests for approval of debtor-in-possession financing and all litigation, deadlines, and hearings related thereto, other than any motion for approval of debtor-in-possession financing supported by the Committee and the Special Committee; and

(i) all litigation, deadlines, and hearings related to Committee's motion to compel discovery, including the Committee's motion [Dkt. No. 1551] with respect to privilege asserted by EchoStar with respect to the Special Committee's investigation report.

15. For the avoidance of doubt, the Parties may request the Mediator's assistance in obtaining information from other Parties for use in the Mediation as deemed appropriate by the Mediator. The provision of any information pursuant to this paragraph 15 shall be governed by, and subject to the terms of, the *Confidentiality Agreement and Stipulated Protective Order* [Dkt. No. 992] (including any amendments or modifications, the "**Protective Order**"), and no Party, individual, or other participant may receive or review such information in connection with the Mediation unless and until such Party or participant has executed the Protective Order. Any Party or other participant participating in the Mediation shall have executed the Protective Order; *provided, however*, that any Party may propose amendments or modifications to the Protective Order, which shall be negotiated in good faith. Any dispute regarding a Party's request for information from another Party in the Mediation shall be exclusively brought to, and resolved by, the Mediator.

16. The Parties agree that the Stay of the Stayed Matters shall not prejudice any Party's rights, claims, or defenses in the DISH Wireless Debtors' chapter 11 cases, and no Party may use the fact of such Stay against any other Party for any purpose other than the tolling of any applicable deadlines. Nothing in this Stipulation and Agreed Order, nor any act taken or omitted in

connection herewith, shall constitute or be deemed an admission, concession, or waiver by any Party of any right, claim, cause of action, defense, or position.

17. To the extent any Party (i) raises a dispute regarding the scope of the Stay or (ii) determines to seek relief from the Stay, such Party shall first confer in good faith with the Mediator and the other Parties regarding such dispute and/or the requested relief, as applicable. If the matter is not resolved through such conferral within five (5) business days (or such shorter period as the requesting Party demonstrates is required by exigent circumstances), the requesting Party may file a motion with respect to such dispute or seeking relief from the Stay, and shall provide no less than five (5) business days' notice to the other Parties of such motion, which the Court shall hear on an expedited basis. The Court may grant relief from the Stay or any other appropriate relief for cause shown. Pending the Court's ruling on any such motion for relief from the Stay, the Stay shall remain in full force and effect, including with respect to the matter that is the subject of such motion. Notwithstanding the foregoing, the Special Committee may file a motion for approval of debtor-in-possession financing during the Stay, provided that the Special Committee has determined, in good faith, that filing such a motion was required by the Special Committee's fiduciary duties.

18. This Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Stipulation and Agreed Order.

Dated: _____, 2026
Houston, Texas

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 2

Order *Excluding* the Special Committee's Proposed Language in Paragraph 17

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)
Debtors.	)	(Jointly Administered)

STIPULATION AND AGREED ORDER (I) GOVERNING MEDIATION PROCEDURES AND (II) STAYING THE DISH WIRELESS DEBTORS' CHAPTER 11 CASES

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[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the *Amended Joint Prepackaged Chapter 11 Plan of DISH Wireless L.L.C. and Its Affiliated Debtors and Debtors in Possession* [Dkt. No. 1456] (as amended, supplemented, or otherwise modified from time to time, the "**DISH Wireless Plan**").

[3] "**Crown Castle**," "**American Tower**," and "**SBA**" have the meanings ascribed to such terms in the *Stipulation and Agreed Order Regarding Rejection Notices (Crown Castle, American Tower, SBA)* [Dkt. No. 1150] (the "**Tower Stipulation**").

Mediator (as defined below), the "**Parties**"),[4] hereby stipulate and agree to Mediation and a related stay of certain matters in the DISH Wireless Debtors' chapter 11 cases on the following terms:

RECITALS

WHEREAS, on June 30, 2026 (the "**Petition Date**"), the DISH Wireless Debtors and the DBS Debtors commenced the above-captioned chapter 11 cases;

WHEREAS, on July 12, 2026, the United States Trustee for Region 7 appointed the Committee [Dkt. No. 276], which is composed of members that include Crown Castle, American Tower, SBA, Cablevision, and CoxCom/Charter, among others;

WHEREAS, on September 14, 2026, the Court held a status conference in connection with which the Court approved a pause of litigation until October 1, 2026 to facilitate the efforts of certain of the Parties to explore a potential resolution of various disputes arising under and related to the chapter 11 cases;

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WHEREAS, the Parties believe that Mediation may assist their efforts to resolve disputes regarding the DISH Wireless Plan and certain claims asserted against the DISH Wireless Debtors, and any other topics the Mediator (as defined below) deems appropriate.

[4] Notwithstanding the foregoing, any other member of the Committee that wishes to participate in the Mediation shall be entitled to participate in the Mediation and may be joined as a Party to this Stipulation and Agreed Order following its entry.

ORDER

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated in this Stipulation and Agreed Order (this "**Stipulation and Agreed Order**"), the Court hereby orders as follows:

1. The Honorable Marvin Isgur, United States Bankruptcy Judge for the Southern District of Texas, is hereby appointed to serve as mediator (the "**Mediator**") and is authorized to mediate any issues or disputes relating to these chapter 11 cases as the Mediator deems appropriate, including, without limitation, the terms of the DISH Wireless Plan, the *DISH Wireless Debtors' First Omnibus Objection to the Claims of Crown Castle, American Tower and SBA* [Dkt No. 906] (the "**Omnibus Claims Objection**"), the motions to intervene filed by Comcast and Cablevision [Dkt. Nos. 1435, 1496], and Crown Castle's objection to the DWLLC Intercompany Loan Claim [Dkt. No. 382] (and any joinders thereto) (collectively, the "**Mediation Topics**"). The scope and procedures for the Mediation will be determined by the Mediator, in consultation with the Parties as the Mediator deems appropriate.

2. The Parties shall participate in non-binding Mediation, in good faith, including at such sessions and conferences as the Mediator deems appropriate, to attempt to resolve any issues and disputes among the Parties relating to the Mediation Topics.

3. The Mediator will mediate in his capacity as a United States Bankruptcy Judge. He has full, unqualified judicial immunity, and all other privileges, immunities, and protections of a United States Bankruptcy Judge regarding any matters arising from or related to his role as Mediator.

4. The Mediator may not disclose or be compelled to disclose to the Court or to any person any of the records, reports, summaries, notes, communications, or other documents received or made by the Mediator while serving in such capacity. The Mediator may not testify

or be compelled to testify regarding the Mediation in connection with any arbitration, judicial, or other proceeding. Nothing contained in this paragraph prevents the Mediator from reporting (a) the status, but not the substance, of the Mediation effort to the Court or (b) whether a Party failed to participate in good faith in the Mediation, subject in each respect to paragraph 11 hereof.

5. The Parties shall participate in one or more in-person Mediation sessions, as determined by the Mediator in his discretion, at one or more dates, times and locations scheduled by the Mediator, in consultation with the Parties, and at such other conferences (which may be virtual or telephonic) as deemed appropriate by the Mediator, to attempt to resolve any issues and disputes among the Parties relating to the Mediation Topics; *provided*, that to the extent the Mediator schedules an in-person Mediation session, members of the Committee may participate in such in-person Mediation session virtually or telephonically for good cause, with the permission of the Mediator. The Mediation shall terminate on the earlier of (a) the date on which the Mediator determines that the Mediation has terminated (and advises the Parties of such determination) and (b) November 4, 2026, (unless such date is extended by (x) written agreement of the Parties and the Mediator (email being sufficient) or (y) the Court).

6. The Mediation shall be subject to paragraphs 48–57 of the Procedures for Complex Cases in the Southern District of Texas; *provided*, that nothing herein shall alter, modify, or otherwise prejudice or impair any of the Parties' rights or obligations under any preexisting non-disclosure agreements, confidentiality agreements or protective orders, all of which shall remain in full force and effect.

7. Unless otherwise directed by the Mediator, each of the Parties other than the DWLLC Claims Trust shall attend and participate in the Mediation and appear with at least one principal with authority to make a decision binding upon such Party, as well as lead counsel for

each Party. With respect to the DWLLC Claims Trust, the Trustee for the DWLLC Claims Trust shall attend and participate in the Mediation, together with lead counsel. Co-counsel and financial advisors may also participate in the Mediation. The Mediator has the right to order that a specific Party representative be present at the Mediation in person or, if applicable and authorized by the Mediator, virtually or telephonically.

8. Each Party shall bear its own costs and expenses incurred in connection with the Mediation; *provided*, that, nothing herein shall prejudice any Party's right to seek payment or reimbursement from the DISH Wireless Debtors' estates of such costs and expenses, including attorney fees, in accordance with any Court orders or otherwise.

9. The Parties and their respective counsel shall participate in the Mediation in good faith and comply with all directions issued by the Mediator regarding the Mediation process.

10. Each Party may directly submit to the Mediator any materials (the "**Submissions**") in form and content as the Mediator directs. Prior to any Submissions, the Mediator may confer with one or more of the Parties to determine what materials would be helpful to the Mediator or the Mediation. The Submissions shall not be filed with the Court and shall remain confidential, as discussed in paragraph 11 below.

11. The Mediation will be covered by mediation privilege to the fullest extent possible under both common and statutory law. The Mediation will be considered confidential settlement discussions pursuant to rule 408 of the Federal Rules of Evidence, made applicable by rule 9017 of the Federal Rules of Bankruptcy Procedure, and any applicable state law equivalents. Any (a) discussions among the Parties regarding the Mediation Topics, including but not limited to discussions with or in the presence of the Mediator, (b) mediation statements or any other documents or information provided to the Mediator or the Parties in the course of the Mediation,

and (c) correspondence and settlement proposals, counterproposals, term sheets, and offers of compromise produced in connection with, or as a result of, the Mediation (the matters referenced in the foregoing clauses (a) through (c), collectively, the "**Mediation Information**"), shall (i) be strictly confidential, (ii) be subject to disclosure only to the Mediator and the Parties to whom the Mediation Information is provided, (iii) not constitute a waiver of any existing privileges or immunities (even if such privileged information is produced during the Mediation), and (iv) not be admissible, discoverable or otherwise used for any purpose in any proceeding outside of the Mediation, including any judicial or administrative proceeding. No person, including counsel, shall in any way disclose any such Mediation Information to any person not expressly permitted to receive or review the Mediation Information under this Stipulation and Agreed Order, or to any court, including in any pleading or other submission to any court, unless all Parties to the Mediation consent to disclosure. The confidentiality provisions in this paragraph 11 shall not prevent a Party from using or disclosing materials and information it has created in any way it sees fit (subject to other applicable law) and do not prevent the use or disclosure of materials and information that is a matter of public knowledge independent of the Mediation, *provided* that the materials and information did not become public knowledge through an act or omission of a Party in violation of this Order. For the avoidance of doubt, any communications and submissions in connection with the Mediation may be designated "for advisors' eyes only" (or other similar designation) without prejudice to the rights of any Party to object to or challenge such designation.

12. The Parties, the Mediator, and all participants in the Mediation shall protect proprietary information.

13. To preserve the status quo and support an orderly and productive Mediation, all discovery, litigation, investigations, hearings, and deadlines (other than statutory deadlines) in the

DISH Wireless Debtors' chapter 11 cases (collectively, the "**Stayed Matters**") shall be stayed (the "**Stay**") until November 4, 2026 at 10:00 a.m. (prevailing Central Time) or such other date as the Parties may agree in writing (with notice filed on the docket of the DISH Wireless Debtors' chapter 11 cases), or as the Court may order; *provided* that, without limiting the rights of the Parties pursuant to paragraph 17 hereof, the Stay shall not apply to, and the Stayed Matters shall not include, administrative matters in the DISH Wireless Debtors' chapter 11 cases, including the filing of monthly operating reports, fee statements and fee applications, and notices and such other filings that the Parties and the Mediator agree are required to maintain the administration of the DISH Wireless Debtors' chapter 11 cases, in each case to the extent unrelated to the Mediation Topics.

14. Stayed Matters include, but are not limited to, the following:

(a) all discovery, litigation, deadlines, and hearings related to contested applications to retain estate professionals in the DISH Wireless Debtors' chapter 11 cases;

(b) all discovery, litigation, deadlines, and hearings related to the Omnibus Claims Objection, including Comcast's and Cablevision's motions to intervene [Dkt. Nos. 1435, 1496];

(c) all discovery, litigation, deadlines, and hearings related to Crown Castle's objection to the DWLLC Intercompany Loan Claim (and any joinders thereto);

(d) all discovery, litigation, deadlines, and hearings related to the Committee's motion to appoint a chapter 11 trustee or to terminate the DISH Wireless Debtors' exclusive periods under section 1121 of the Bankruptcy Code;

(e) all discovery, litigation, deadlines, and hearings related to the Committee's motion for standing and authority to prosecute certain causes of action of the DISH Wireless Debtors' estates;

(f) all discovery, litigation, deadlines, or hearings related to the DISH Wireless Plan;

(g) the filing of any motion by any Party to convert the DISH Wireless Debtors' cases to chapter 7;

(h) the filing of any motion or requests for approval of debtor-in-possession financing and all litigation, deadlines, and hearings related thereto, other than any motion for approval of debtor-in-possession financing supported by the Committee and the Special Committee; and

(i) all litigation, deadlines, and hearings related to Committee's motion to compel discovery, including the Committee's motion [Dkt. No. 1551] with respect to privilege asserted by EchoStar with respect to the Special Committee's investigation report.

15. For the avoidance of doubt, the Parties may request the Mediator's assistance in obtaining information from other Parties for use in the Mediation as deemed appropriate by the Mediator. The provision of any information pursuant to this paragraph 15 shall be governed by, and subject to the terms of, the *Confidentiality Agreement and Stipulated Protective Order* [Dkt. No. 992] (including any amendments or modifications, the "**Protective Order**"), and no Party, individual, or other participant may receive or review such information in connection with the Mediation unless and until such Party or participant has executed the Protective Order. Any Party or other participant participating in the Mediation shall have executed the Protective Order; *provided, however*, that any Party may propose amendments or modifications to the Protective Order, which shall be negotiated in good faith. Any dispute regarding a Party's request for information from another Party in the Mediation shall be exclusively brought to, and resolved by, the Mediator.

16. The Parties agree that the Stay of the Stayed Matters shall not prejudice any Party's rights, claims, or defenses in the DISH Wireless Debtors' chapter 11 cases, and no Party may use the fact of such Stay against any other Party for any purpose other than the tolling of any applicable deadlines. Nothing in this Stipulation and Agreed Order, nor any act taken or omitted in

connection herewith, shall constitute or be deemed an admission, concession, or waiver by any Party of any right, claim, cause of action, defense, or position.

17. To the extent any Party (i) raises a dispute regarding the scope of the Stay or (ii) determines to seek relief from the Stay, such Party shall first confer in good faith with the Mediator and the other Parties regarding such dispute and/or the requested relief, as applicable. If the matter is not resolved through such conferral within five (5) business days (or such shorter period as the requesting Party demonstrates is required by exigent circumstances), the requesting Party may file a motion with respect to such dispute or seeking relief from the Stay, and shall provide no less than five (5) business days' notice to the other Parties of such motion, which the Court shall hear on an expedited basis. The Court may grant relief from the Stay or any other appropriate relief for cause shown. Pending the Court's ruling on any such motion for relief from the Stay, the Stay shall remain in full force and effect, including with respect to the matter that is the subject of such motion.

18. This Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Stipulation and Agreed Order.

Dated: _____, 2026
Houston, Texas

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE