

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Federal Communications Commission (“FCC”) (collectively the “United States”) and DISH Wireless L.L.C. (“DISH”), through their authorized representatives. The United States and DISH are hereafter collectively referred to as “the Parties.”

### RECITALS

A. DISH, a wholly owned subsidiary of EchoStar Corporation, provides wireless telecommunications services to consumers in the United States. In 2021 and 2022, DISH participated in the FCC’s Emergency Broadband Benefit Program (“EBBP”), and later in the FCC’s Affordable Connectivity Program (“ACP”), both of which provided eligible low-income households with discounted broadband services and devices. The EBBP was established during the COVID-19 Pandemic pursuant to the Consolidated Appropriations Act of 2021, Pub. L. No. 116-260, § 904, 134 Stat. 1182, 2129-36 (2020), and outlined specific eligibility criteria for the program including, but not limited to, a household member’s participation in free or reduced-price school lunch or breakfast programs. The EBBP ended on December 31, 2021. The ACP, which began January 1, 2022, was established pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, § 60502, 135 Stat. 429, 1238-44 (2021), and adopted and expanded upon the EBBP by providing new funding for discounted broadband services and devices for low-income households. Through both EBBP and ACP, Boost, a division of DISH, enrolled more than 130,000 subscribers using the FCC’s “National Verifier” as being part of a household that included recipients of the Community Eligibility Provision (“CEP”) school free school lunch or breakfast program. DISH sought and received reimbursement from the federal government for providing

discounted broadband services and devices to those households.

B. On January 17, 2025, the Wireline Competition Bureau of the FCC denied DISH's request for review of the Universal Service Administrative Company ("USAC") determination that DISH received improper EBBP and ACP disbursements on behalf of more than 80,000 subscribers based on finding 1) enrollees with a home address that was more than 25 miles from the identified CEP school; 2) enrollees who were older than 21 and were enrolled without identifying an eligible dependent; or 3) enrollees whose dependent was age 21 or older. *See In the Matter of Request for Review of the Decision of the Universal Service Administrator by DISH Wireless, LLC, et al., WC Docket Nos. 21-450, 20-445, Order, DA 25-72 (released Jan. 17, 2025).* DISH appealed the Wireline Competition Bureau's decision.

C. On May 15, 2025, USAC determined that DISH enrolled 2,419 subscribers using duplicate beneficiaries as the basis for their eligibility and therefore received ACP overpayments on these enrollments. *See Administrator's Decision on Affordable Connectivity Program Appeal, Letter to Mr. Daniel Musso Doval, DISH Wireless, LLC (Boost Mobile) (May 15, 2025).* DISH appealed USAC's decision.

D. The United States contends that it has certain civil claims against DISH arising from the submission of false or fraudulent claims to the EBBP and ACP. The United States contends that, during the period from May 12, 2021 through February 28, 2022, DISH submitted claims to the EBBP and ACP for discounted broadband services and devices for subscribers who did not qualify for the programs. More specifically, the United States contends that, in relation to subscribers who qualified for EBBP or ACP solely based upon their status as attending Community Eligibility Provision schools:

1. DISH failed to implement effective policies and procedures to ensure the

eligibility of these subscribers;

2. DISH failed to adequately screen, train, or supervise third-party sales agents the company used to enroll subscribers by, among other things, 1) failing to ensure each third-party sales agent was properly registered in USAC's Representative Accountability Database and 2) failing to report sales agents' enrollment activity to USAC;

3. DISH internal sales employees in states including Texas, Florida, New York, and West Virginia trained and directed third-party sales agents to submit inaccurate, misleading or incomplete customer applications with incorrect school information or that lacked dependent information;

4. DISH third-party sales agents in states including Florida, New York, Alaska, Indiana, California, Texas, Missouri, and Iowa submitted false or incomplete information to the FCC's National Verifier which was used to determine participant eligibility for the EBBP and ACP;

5. DISH enrolled more than 16,000 households on the basis of purported student attendance at a CEP school more than 25 miles from the household address without any verified school attendance;

6. DISH enrolled 130 households on the basis of a purported dependent over the age of 21 attending a CEP school;

7. For some CEP schools, DISH enrolled many more households into the EBBP than the actual student enrollment at the CEP schools;

8. Beginning in September 2021 and continuing through April 2022, DISH's corporate executives failed to take corrective action after the company learned of problems with the company's CEP enrollments; and

9. DISH continued to certify compliance with program rules and seek government reimbursement for those subscribers enrolled based on the incomplete and false information even after the FCC's Office of Inspector General issued an advisory warning providers of fraudulent CEP-based program enrollments on November 22, 2021.

The conduct described in Paragraph D is referred to below as the "False Claims Act Covered Conduct."

E. The United States contends that it has certain civil claims against DISH arising from the submission of claims that were paid by mistake or that it would be unjust enrichment for DISH to retain that were made to the EBBP and ACP. The United States contends that, during the period from May 12, 2021 through February 28, 2022, DISH submitted claims for providing discounted EBBP and ACP services to more than 66,000 subscribers who did not identify a school-aged student as part of their applications and DISH enrolled more than 2,400 subscribers using duplicate beneficiaries as the basis for their eligibility.

The conduct described in Paragraph E is referred to below as the "Common Law Covered Conduct." Altogether, the Common Law Covered Conduct and the False Claims Act Covered Conduct are collectively referred to herein as the "Covered Conduct."

F. DISH denies the United States' allegations in Paragraphs D and E.

G. This Settlement Agreement is neither an admission of liability by DISH nor a concession by the United States that its claims are not well founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

## TERMS AND CONDITIONS

1. DISH shall pay to the United States seventeen million, two hundred and eighty thousand, two hundred and forty dollars (\$17,280,240) (the "Settlement Amount"), and interest on the Settlement Amount of 4% per annum from March 16, 2026, of which fourteen million, five hundred seventeen thousand, three hundred eighty dollars (\$14,517,380) is restitution, by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice no later than ten (10) days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases DISH together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them from any civil or administrative monetary claim the United States has for the False Claims Act Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq; the Consolidated Appropriations Act of 2021, Pub. L. No. 116-260, § 904(g), 134 Stat. 1182, 2129-36 (2020), and the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, § 60502, 135 Stat. 429, 1238-44 (2021); or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

3. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases DISH, together with its current and former parent

corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them from any civil or administrative monetary claim the United States has for the Common Law Covered Conduct under the common law theories of payment by mistake or unjust enrichment, the Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq., and the Consolidated Appropriations Act of 2021, Pub. L. No. 116-260, § 904(g), 134 Stat. 1182, 2129-36 (2020), and the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, § 60502, 135 Stat. 429, 1238-44 (2021).

4. Notwithstanding the release given in Paragraphs 2 and 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and

i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

5. DISH waives and shall not assert any defenses DISH may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

6. DISH fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that DISH has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

7. Within fourteen (14) days of the effective date of the settlement agreement, DISH shall request withdrawal of its application for review and all petitions for reconsideration related to the Covered Conduct, including the DISH Wireless L.L.C. Application for Review, WC Docket No. 20-445 (filed Feb. 18, 2025); and DISH Wireless L.L.C. – Request for Review, WC Docket No. 20-445, 21-450 (filed Jul. 14, 2025).

8. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of DISH, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;

- (3) DISH's investigation, defense, and corrective actions undertaken in response to the United States' audit and civil investigation in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment DISH makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

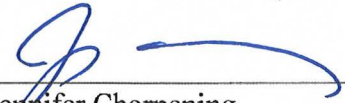
b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by DISH, and DISH shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, DISH shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by DISH or any of its subsidiaries or affiliates from the United States. DISH agrees that the United States, at a minimum, shall be entitled to recoup from DISH any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine DISH's books and records and to disagree with any calculations submitted by DISH or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by DISH, or the effect of any such Unallowable Costs on the amount of such payments.

9. This Agreement is intended to be for the benefit of the Parties only.
10. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
11. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.
12. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of Columbia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.
13. This Agreement constitutes the complete agreement between the Parties.
14. This Agreement may not be amended except by written consent of the Parties.
15. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.
16. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
17. This Agreement is binding on DISH's successors, transferees, heirs, and assigns.
18. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement to the public.
19. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: May 5, 2026

BY:   
Jennifer Chorpene  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: \_\_\_\_\_

BY: STEPHANIE JOHNSON  
Stephanie R. Johnson  
Assistant United States Attorney  
United States Attorney's Office for the District  
of Columbia

Digitally signed by STEPHANIE JOHNSON  
Date: 2026.05.05 11:26:10 -04'00'

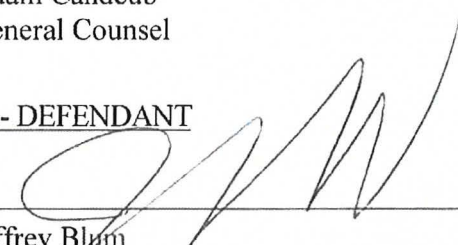
FEDERAL COMMUNICATIONS COMMISSION

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Adam Candeub  
General Counsel

DISH WIRELESS LCC - DEFENDANT

DATED: 5/5/26

BY:   
Jeffrey Blum  
EVP, External & Government Affairs  
EchoStar  
Counsel for DISH Wireless LLC

THE UNITED STATES OF AMERICA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Jennifer Chorpeneing  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Stephanie R. Johnson  
Assistant United States Attorney  
United States Attorney's Office for the District  
of Columbia

FEDERAL COMMUNICATIONS COMMISSION

DATED: 5/5/2026

BY:  \_\_\_\_\_

Adam Candeub  
General Counsel

DISH WIRELESS LCC - DEFENDANT

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Jeffrey Blum  
EVP, External & Government Affairs  
EchoStar  
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