

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In re

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|----------------------------------|---|----------------|
| DISH Network, L.L.C. |) | |
| |) | MB Docket 12-1 |
| Retransmission Consent Complaint |) | CSR-_____ |
| Concerning WVLT-TV, |) | |
| Knoxville, TN, <i>et al.</i> |) | |

To: Office of the Secretary
Attn: Media Bureau

COMPLAINT

Gray Local Media, Inc. (“**Gray**”), which is the direct 100% owner of Gray Television Licensee, LLC, licensee of WVLT-TV, Knoxville, Tennessee and more than 200 other full power and low power television stations (the “**Stations**”) in 117 Designated Market Areas (“**DMAs**”) across the United States, pursuant to Section 76.64 and 76.7 of the rules of the Federal Communications Commission (the “**Commission**”), hereby files this Complaint against DISH Network, L.L.C. (“**DISH**”) regarding the unauthorized retransmission of WVLT-TV to certain viewers in the Knoxville DMA, and, presumably, other Stations owned by Gray, to hotel guests, multi dwelling units, and other commercial properties in DMAs served by such Stations. Gray seeks an order from the Commission requiring that DISH (1) immediately cease all retransmission of WVLT-TV and all other Gray television stations; (2) provide a full list of Gray stations that have been retransmitted without consent and subscriber locations that have received such unauthorized retransmissions since March 10, 2026; and (3) be subject to such fines and other remedies as the Commission deems appropriate.

In support of the foregoing, Gray states the following:

1. Gray hereby brings this unauthorized retransmission complaint against DISH pursuant to the Commission's rules. *See* 47 C.F.R. §§ 76.7, 76.64.

JURISDICTION

2. The Commission has jurisdiction to consider this Complaint under 47 U.S.C. § 325(b)(1) and 47 C.F.R. §§ 76.64 and 76.7.

THE COMPLAINANT

3. Gray is a Delaware corporation headquartered in Atlanta, Georgia. Gray or its affiliates own WVLT-TV, which serves the Knoxville, Tennessee DMA, and Stations in 116 other DMAs.

4. Gray negotiates retransmission consent for its television stations, including WVLT-TV, and each such station is a "commercial broadcasting station" as that term is used in 47 C.F.R. § 76.64.

THE DEFENDANT

5. DISH is a Colorado limited liability company headquartered in Englewood, Colorado. DISH operates multichannel video programming distribution systems throughout the United States, using both direct broadcast satellite and satellite master antenna television systems. Relevant to this complaint, DISH operates multichannel video distribution systems in the Knoxville, Tennessee DMA and all other DMAs where Gray owns Stations. Accordingly, DISH is a "multichannel video programming distributor" ("**MVPD**") as that term is used in 47 C.F.R. § 76.64(a).

LEGAL BACKGROUND

6. Section 325(b) of the Communications Act provides that cable systems and multichannel video programming distributors must obtain “express authority of the originating station” to retransmit the signal of a broadcasting station. *See* 47 U.S.C. § 325(b)(1)(A).

7. Section 76.64 of the Commission’s rules states the additional requirements that the originating station’s express consent be in writing and “specify the extent of the consent being granted.” *See* 47 C.F.R. §76.64(a).

8. Section 76.64(d) of the Commission’s rules defines an MVPD as “an entity such as, but not limited to, a cable operator, a BRS/EBS provider, a direct broadcast satellite service, a television receive-only satellite program distributor, or a satellite master antenna television system operator, that makes available for purchase, by subscribers or customers, multiple channels of video programming.” *See* 47 C.F.R. §76.64(d).

9. Section 76.64(e) of the Commission’s rules provides an exception to the express written consent requirement for MVPDs that retransmit television signals using a “master antenna television systems” if the MVPD “makes reception of such signals available without charge and at the subscribers option” and if “the antenna facility used for the reception of such signals is either owned by the subscriber or the building owner; or under the control and available for purchase by the subscriber or the building owner upon termination of service.” *See* 47 C.F.R. §76.64(e).

10. Retransmission of a television broadcast signal without retransmission consent is a violation of Section 325(b)(1)(A) of the Act and Section 76.64 of the Commission’s rules.

FACTUAL BACKGROUND

11. Prior to March 10, 2026, WVLT-TV and various other Stations owned by Gray were retransmitted by DISH pursuant to a retransmission consent agreement between Gray and DISH. On March 10, 2026, that retransmission consent agreement expired, and DISH no longer has Gray's consent to retransmit the signal of WVLT-TV or those other Gray Stations.

12. From March 23, 2026, through March 25, 2026, Robert J. Folliard III, Senior Vice President -- Government Relations & Distribution at Gray, stayed at the Hotel Cleo, located at 428 S. Gay Street, Knoxville, Tennessee. During his visit, Mr. Folliard viewed the signal of WVLT-TV through the television set in his room. Mr. Folliard inquired of hotel staff which company provided multichannel video service to the hotel and was informed that the service was provided by DISH.

13. Mr. Folliard noted that the video service provided to his room at the Hotel Cleo included WVLT-TV and other broadcast television signals, but only those affiliated with ABC, CBS, FOX, and NBC. The service did not provide any primary or any multicast signals of any other television station serving the Knoxville DMA, of which there are many. *See Exhibit A.*

14. By its own public admission, DISH provides service to over 2 million hotel rooms nationwide using its SMARTBOX technology. *See Exhibit B at 1.* SMARTBOX by DISH Business, available at <https://info.dishbusiness.com/smartbox> (last visited Apr. 16, 2026).

15. On information and belief, DISH employs the SMARTBOX technology or its functional equivalent to provide service to the Hotel Cleo in Knoxville, Tennessee, and an unknown number of hotels, multi dwelling units, and other commercial facilities, including hospitals, nursing homes, restaurants, and health clubs, in the Knoxville DMA and in other DMAs where Gray owns Stations.

16. DISH advertises the SMARTBOX system as an all-in-one solution to providing video services in hotels and other locations. It offers up to 192 channels of live TV as well as 24/7 remote monitoring and support from DISH. *See Exhibit B at 3.* SMARTBOX is not simply a piece of equipment leased to hotels and other businesses. It is part of a managed commercial service offered by DISH to hotels and other multi-dwelling environments for distribution to hotel guests and others that features up to 192 channels of satellite delivered and over-the-air broadcast signals. DISH provides the service to the SMARTBOX user, including signal processing, construction of the channel lineup, and preparing the service for distribution throughout the business location.

17. The SMARTBOX and associated equipment provided by DISH remain the property of DISH, and if a property owner ceases using the SMARTBOX system, all such equipment must be returned to DISH. This is characteristic of equipment leased by DISH to its business partners through its DISH Business division. *See Exhibit C.* While DISH apparently does not make publicly available its standard terms and conditions for lease of SMARTBOX and related equipment, its standard terms and conditions for non-hotel hospitality agreements mention SMARTBOX as a receiver that can be leased from DISH. *See id.*

18. Even if the hotel or other business owner does purchase the SMARTBOX and associated equipment, it is useless without the management services that DISH provides. If the business owner stops taking the DISH services associated with the SMARTBOX, the device apparently ceases to be of any use to that business owner.

19. As described by DISH's equipment distributors, the SMARTBOX platform combines satellite programming provided by DISH and some (but not all) local television signals received off-air at the premises into a unified programming lineup viewable by the hotel guest. It

does this by using discrete tuners called “Receiver Blades,” each of which is designed to receive either satellite or ATSC-formatted over-the-air television signals. The ATSC Receiver Blades are capable of tuning all broadcast frequencies. Once signals are received by the satellite and ATSC Receiver Blades, they are processed within the SMARTBOX and output via “QAM Blades” for distribution via coaxial cable within the location served by the system. The QAM Blades output digital audio/video signals as part of a unified channel lineup for distribution throughout the building. The modulated signals are then distributed over the building’s coaxial wiring to every guest room television on the property, with no set-top box required in individual rooms. *See Exhibit D at 8-11; Exhibit E; Exhibit F. See also Collins Distribution Guide, April 2026, available at [https://viewer.joomag.com/cd-catalog-april-2026/0782460001518712822/p12?short=.](https://viewer.joomag.com/cd-catalog-april-2026/0782460001518712822/p12?short=)*

20. The SMARTBOX system’s capability of receiving and processing over-the-air signals is not passive. Each Receiver Blade can accommodate up to 8 broadcast signals. *See Exhibit D at 12.* The ATSC Receiver Blades must be configured to tune specific broadcast frequencies. Thus, the SMARTBOX is not designed to be a passive master antenna system that receives and outputs all available broadcast channels. It is designed as a system that permits DISH or the hotel or other business owner to choose which broadcast channels to retransmit within each business location and which channels to exclude from the service.

21. The Hotel Cleo in Knoxville, for example, distributed only the Knoxville Big 4 Network affiliates during Mr. Folliard’s stay at that location.

COUNT 1

UNAUTHORIZED RETRANSMISSION

22. Gray hereby incorporates by reference paragraphs 1 through 19 of this Complaint as if fully set forth herein.

23. Pursuant to Section 325(b)(1)(A), DISH is required to obtain Gray's consent before retransmitting the signal of WVLT-TV or any other Gray Station to subscribers to its multichannel video programming distribution systems.

24. DISH's distribution system using SMARTBOX technology is a multichannel video programming distribution system under Section 76.64(d) of the Commission's rules because it makes multiple channels of video programming available for purchase by customers or subscribers.

25. SMARTBOX is designed to provide hoteliers and other business owners with an all-in-one video solution that can be provided to their guests. The business owners pay a fee to DISH for use of the SMARTBOX, DISH satellite programming that is provided to and through the SMARTBOX, and for the remote monitoring and control functions that DISH performs with respect to the SMARTBOX. Regardless of whether those fees are passed onto guests as a line-item on their bills, the hotelier's costs are passed onto hotel guests in the form of higher room rates. Accordingly, regardless of whether the Commission treats the hotelier or its guests as the "customer" or "subscriber," services provided using the SMARTBOX are clearly multichannel video services for which DISH is fully compensated. Accordingly, DISH's SMARTBOX service is an MVPD service under Section 76.64(d).

26. DISH's use of the SMARTBOX technology also does not qualify for any of the exemptions in Section 76.64 of the rules.

27. In particular, DISH's SMARTBOX system does not qualify for the "master antenna television system" exemption in Section 76.64(e).

(a) First, the SMARTBOX system is not a “master antenna television system,” which is a passive receiver system that simply passes through all television signals received by a single antenna to multiple viewers through an interconnected system of wires. Rather, the SMARTBOX system works as a multichannel video headend, ingesting satellite-delivered signals and broadcast-delivered signals, transcoding those signals, and preparing them for delivery as part of a unified channel lineup. While SMARTBOX receives broadcast television signals at the hotel site, it does not deliver those signals directly to customers, and, crucially, it does not deliver all the broadcast signals the antenna receives. Instead, the SMARTBOX system incorporates some of the broadcast signals it receives into a curated channel lineup. DISH either selects the broadcast signals itself or creates the conditions necessary for the hotelier to do so. Either way, the result is the same: hotel guests are not receiving master antenna television service.

What DISH’s SMARTBOX system does has all the hallmarks of an MVPD service – not a passive master antenna service. MVPDs select programming services they think will be attractive to their viewers, obtain the rights to that programming, and then package them for sale. Indeed, it was exactly this selection process that led the Supreme Court in *Turner Broadcasting System, Inc. v. FCC*, 512 U.S. 622 (1994) (*Turner I*) and *Turner Broadcasting System, Inc. v. FCC*, 520 U.S. 180 (1997) (*Turner II*) to conclude that MVPDs exercise editorial discretion, entitling them to significant First Amendment protections – protection that would be unnecessary for a passive master antenna system that involves no such editorial choices. Here, DISH uses the SMARTBOX system to distribute its choice of programming to hoteliers and their guests. The master antenna exemption was designed to allow antenna systems that facilitate passive reception of all over-the-air signals to avoid the retransmission consent requirement. It

was not designed to exempt systems like SMARTBOX that allow for selective, curated distribution of multichannel video programming that includes broadcast stations.

While the Receiver Blade component of the SMARTBOX system, viewed in isolation, in some respects resembles a passive antenna, in reality it is not. The Receiver Blade must be configured to receive and pass through particular local television stations, i.e., it does not simply receive and pass through all local television services. But even if it did, that would not save SMARTBOX service from classification as an MVPD service. The Supreme Court's decision in *American Broadcasting Cos. v. Aereo, Inc.*, 573 U.S. 431 (2014), forecloses such a finding. In that case, the Supreme Court held that a service functionally equivalent to a cable system from the perspective of subscribers and broadcasters must be treated as one, regardless of technical design choices that are "invisible to subscriber and broadcaster alike." In this case, from the hotel guest's perspective, the SMARTBOX service is indistinguishable from a cable or DBS system: the guest sees a program guide with local and satellite channels, has no knowledge of or control over how signals are received, and cannot access channels DISH has not included in the service package. The fact that WVLT's signal enters via an ATSC Receiver Blade rather than a satellite transponder is invisible to the guest and to Gray. Under *Aereo*, that invisible technical difference cannot transform a commercial retransmission into something exempt from retransmission consent.

(b) Second, the SMARTBOX system does not provide over-the-air television signals to hotel guests "without charge at the subscriber's option" but instead provides a curated channel lineup for a fee (paid by the hotelier) to viewers who do not have any option except to view the channels selected by DISH or its hotel partners. The hotel guests are not given the option to watch most of the over-the-air television stations in the market as they would if the

SMARTBOX system were a true master antenna television system. In Knoxville, guests at the hotel Cleo get to watch only 4 of the 16 local television stations that serve that community. *See* Exhibit A. All non Big 4 Network programming streams, including independent stations, public broadcasting stations, religious broadcasters, and multicast channels are excluded. The SMARTBOX system is not designed to provide free access to broadcast signals as the rule requires, it is designed to provide paid access to the specific channels that DISH and its partners select. That makes it an MVPD service, not a master antenna service.

(c) Third, the hotel does not in any way own the SMARTBOX distribution system and can't operate it without DISH's support. That means the system cannot in any meaningful sense be acquired if a hotel ends its relationship with DISH. To provide service using the SMARTBOX system, a hotel owner must (1) purchase or lease equipment from DISH or DISH's authorized distributors; (2) engage DISH-authorized installers; (3) purchase DISH-provided programming; and (4) engage DISH's 24/7 remote monitoring and maintenance services. If the hotel owner terminates its relationship with DISH, the SMARTBOX service will not function, regardless of whether the hotelier technically has the option to purchase or own the hardware. This is obviously not what was intended by the master antenna exception. Section 76.64 contemplates a service where a hotel service provider can terminate service from a third party yet continue using that same equipment to provide service to guests. The SMARTBOX system is about as far from that as possible.

28. Because DISH's SMARTBOX distribution system qualifies as a multichannel video distribution system under Section 76.64 and fails to satisfy the master antenna exception, DISH is required to obtain Gray's consent prior to retransmitting WVLT-TV or any other Gray Station distributed via that system.

29. DISH has not obtained Gray's consent for the retransmission of WVLT-TV or other Gray Stations that were previously governed by the parties now-expired retransmission consent agreement via the SMARTBOX system or any other DISH distribution system.

30. DISH failure to obtain Gray's consent is a violation of the Communications Act and the Commission's rules and justifies the relief requested herein.

PRAYER FOR RELIEF

31. Based on the foregoing, Gray requests that the Commission issue an order granting the following relief:

(1) A DECLARATION that DISH is retransmitting WVLT-TV without Gray's consent in the Knoxville DMA and an ORDER requiring DISH to immediately cease all such unauthorized retransmissions;

(2) A DECLARATION that DISH's licensing and use of the SMARTBOX system to deliver Gray's Stations to hotel guests, multi dwelling units, and other commercial properties in DMAs other than the Knoxville DMA are subject to the requirement that DISH receive consent from Gray, a DECLARATION that such consent has not been obtained, and an ORDER requiring DISH to immediately cease all such unauthorized retransmissions;

(3) An ORDER requiring DISH to provide a list of all hotel locations, multi dwelling units, and commercial properties wherever located, that use any version of the SMARTBOX system to deliver and retransmit Gray's Stations;

(4) An Order imposing forfeitures on DISH pursuant to Section 1.80 of the Commission rules for each Gray Station, including, but not limited to WVLT-TV, that DISH is delivering to hotel guests or other end users via the SMARTBOX system without Gray's consent;
and

(5) Awarding Gray such other and further relief that the Commission deems appropriate.

Respectfully submitted,

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Its Attorney.

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