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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CHARTER COMMUNICATIONS, INC.
AND SPECTRUM MANAGEMENT
HOLDING COMPANY, LLC,

Plaintiffs,

v.

THE E.W. SCRIPPS COMPANY,

Defendant.

CASE NO. 2:26-cv-02676

**COMPLAINT FOR DECLARATORY
RELIEF**

JURY DEMAND

INTRODUCTION

Plaintiffs Charter Communications, Inc. and Spectrum Management Holding Company, LLC (collectively “Plaintiffs” or “Charter”), by and through their undersigned counsel, bring this Complaint for Declaratory Relief against The E.W. Scripps Company (“Defendant” or “Scripps”) and state as follows:

NATURE OF THE ACTION

1. Charter brings this action to secure a declaratory judgment confirming its right to receive and retransmit the broadcast network signal for broadcast television station KMCC pursuant to the Retransmission Consent Agreement between the Parties.

2. Charter is a telecommunications company providing video distribution services to subscribers around the country through its brand Spectrum. On Thursday, August 20, 2026, Charter closed on its acquisition of Cox Communications (“Cox”), and now Charter’s service area includes subscribers in the Las Vegas area.

3. Scripps is a broadcasting company that owns numerous broadcast television stations across the country. One of those is KMCC, a broadcast television station serving the Las Vegas area. KMCC has exclusive licenses to broadcast certain of the games and related content for the National Hockey League’s (“NHL”) Vegas Golden Knights hockey team and the Women’s National Basketball Association’s (“WBNA”) Las Vegas Aces basketball team.

4. On January 29, 2016, Charter’s predecessor-in-interest, Time Warner Cable Enterprises (“Time Warner”), and Scripps executed a Retransmission Consent Agreement (the “Agreement” or the “Scripps RTC Agreement”), which governed Time Warner’s—and now Charter’s—right to carry and retransmit the signal for Scripps’s broadcast television stations that had elected “retransmission consent” rather than “must-carry” status. *See* Ex. 1, Executed Retransmission Consent Agreement.

5. Under the Agreement, Charter is specifically entitled to carry and retransmit the broadcast television stations listed on Attachment 1 of the Agreement.

6. The Agreement has been amended three times. The third amendment—titled Amendment No. 3 to the Retransmission Consent Agreement (“Amendment 3”) and executed on April

25, 2025 with an effective date of March 31, 2025, *see* Ex. 2, Executed Amendment No. 3 to Retransmission Consent Agreement—is key to this dispute.¹

7. Among other changes, Amendment 3 [REDACTED]

8. The [REDACTED] to Attachment 1 meant that Charter would have [REDACTED]

Charter acquired those cable systems with its acquisition of Cox on August 20, 2026.

9. The Agreement and Attachment 1, as amended by Amendment 3, plainly grant [REDACTED]

10. Scripps, however, now claims that [REDACTED] was “a drafting mistake,” that Charter does not “ha[ve] any contractual right or obligation to [REDACTED] after the Charter-Cox transaction,” and that, consequently, [REDACTED] by Charter or any Charter affiliate without a valid agreement will be unauthorized”—and worse, that Charter may be liable for violations of “the Copyright Act for unauthorized distribution.”

11. Since closing on the Cox acquisition, [REDACTED]

[REDACTED]. Scripps’s protestations to the contrary, which include threats of litigation, put Charter at risk of potential liability, including under the Copyright Act. Scripps’s position creates a justiciable controversy ripe for adjudication and leaves Charter no choice but to file this lawsuit and seek court intervention. The Court should declare that Charter is entitled to [REDACTED] under the Agreement as amended by Amendment 3.

¹ Spectrum Management Holding Company, LLC is the signatory to the amendments to the Agreement after Charter’s acquisition of Time Warner. Spectrum Management Holding Company, LLC has no employees and is operated instead through its sole manager, Charter Communications, Inc.

PARTIES

12. Plaintiff Charter Communications, Inc. is a Delaware corporation with its principal place of business in Stamford, Connecticut.

13. Plaintiff Spectrum Management Holding Company, LLC is a limited liability company.

14. Spectrum Management Holding Company, LLC's sole member is Charter Communications Holdings, LLC.

15. Charter Communications Holdings, LLC has eleven members:

- (a) Segra Acquisition Holdings, Inc., Fiber Holdings Acquisition Holdings, Inc., Fiber Blocker Acquisition Holdings, Inc., RapidScale Acquisition Holdings, Inc., Hunter Acquisition Holding, Inc., and Cabot Acquisition Group, Inc., which are Delaware corporations with their principal places of business in Missouri;
- (b) Cox Communications Equity Holdings, Inc., which is a Delaware corporation with its principal place of business in Georgia;
- (c) CCH II, LLC, CCH Holding Company, LLC, and Insight Blocker, LLC, which are limited liability companies. The sole member of each of these limited liability companies is Charter Communications, Inc., which is a Delaware corporation with its principal place of business in Connecticut.
- (d) Advance/Newhouse Partnership, which is a general partnership with its principal place of business in New York. The partners of Advance/Newhouse Partnership are A/NPC Holdings LLC and A/NP Holdings Sub LLC.
 - i. The sole member of A/NP Holdings Sub LLC is A/NPC Holdings LLC.
 - ii. The two members of A/NPC Holdings LLC are Newhouse Cable Holdings LLC and Advance Communications Company LLC.
 - iii. The sole member of Newhouse Cable Holdings LLC is Newhouse Broadcasting Corporation, a New York corporation with its principal place of business in New York.

1 iv. The sole member of Advance Communications Company LLC is Newark
2 Morning Ledger LLC.

3 v. The sole member of Newark Morning Ledger LLC is Advance Magazine
4 Publishers Inc., a New York corporation with its principal place of business
5 in New York.

6 16. Charter is the largest cable television operator in the United States.

7 17. Charter's internet, mobile, video, voice, and other services are available to 69 million
8 homes and small to large businesses across 45 states.

9 18. Charter recently expanded its footprint to include the Las Vegas, Nevada market
10 through its acquisition of Cox's cable systems.

11 19. Through that transaction, Charter acquired Cox's existing subscriber base of more than
12 108,000 subscribers in the Las Vegas Designated Market Area ("DMA") that had access to KMCC—
13 a market comprising over 925,000 television households.

14 20. Defendant The E.W. Scripps Company is an Ohio corporation with its principal place
15 of business in Cincinnati, Ohio.

16 21. Scripps is a broadcasting company that owns and operates broadcast television stations
17 across the country. One of those is KMCC, a broadcast television station licensed in Laughlin,
18 Nevada, branded as The Spot Vegas 34.

19 **JURISDICTION AND VENUE**

20 22. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332
21 because there is complete diversity of citizenship between the parties and the amount in controversy
22 exceeds \$75,000, exclusive of interest and costs.

23 23. Plaintiff Charter Communications, Inc. is a citizen of Delaware and Connecticut.
24 Spectrum Management Holding Company, LLC is a citizen of Delaware, Connecticut, Missouri,
25 Georgia, and New York. Defendant The E.W. Scripps Company is a citizen of Ohio.

26 24. The amount in controversy in this case exceeds \$75,000 because Scripps has threatened
27 to sue Charter "under the Copyright Act for unauthorized distribution, public performance, and/or
28

1 retransmission of Scripps-controlled programming, all remedies for breach of contract and related
2 contractual violations, injunctive relief, damages, attorney’s fees,” and costs.

3 25. Scripps may seek actual damages, including lost retransmission fees and disgorgement
4 of revenues obtained for retransmitting if it elects to sue for copyright infringement, which would
5 include the transmission of Scripps’s broadcast signal to more than 100,000 households. Those
6 damages, if established, would plainly satisfy the \$75,000 requirement. 17 U.S.C. § 504.

7 26. Scripps may also potentially seek statutory damages up to \$150,000 if it claimed it
8 could establish willful infringement of Scripps’s copyright. 17 U.S.C. § 504.

9 27. This Court has specific personal jurisdiction over Scripps.

10 28. Scripps, through its subsidiary ION Media Networks, Inc., owns and operates broadcast
11 television station KMCC in Laughlin, Nevada.

12 29. Scripps holds a Federal Communications Commission license in Nevada.

13 30. Scripps broadcasts programming to the Las Vegas market.

14 31. This action arises directly from Scripps’s contacts with the State of Nevada.

15 32. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial
16 part of the events or omissions giving rise to this action occurred in this District.

17 33. KMCC is a Nevada broadcast television station, the potential harm to Charter’s
18 customers would occur in the Las Vegas market within this District, [REDACTED]

19 [REDACTED]
20 34. This Court has authority to grant the declaratory relief sought herein pursuant to 28
21 U.S.C. §§ 2201 and 2202.

22 **FACTUAL ALLEGATIONS**

23 **A. The Cable Television Industry.**

24 35. The cable television industry is governed by the Communications Act, 47 U.S.C. § 151,
25 *et seq.*—as amended by the Cable Communications Policy Act (the “Cable Act”)—and overseen by
26 the Federal Communications Commission (“FCC”).

27 36. Cable television operators and broadcasting companies are two players in the cable
28 television industry.

1 37. Cable television operators, such as Charter, provide cable television programming to
2 customers in exchange for a monthly fee.

3 38. Broadcasting companies, such as Scripps, own individual broadcast television stations
4 that cable television operators can carry the signal for and retransmit to their customers.

5 39. Most broadcast television stations are affiliated with a major commercial television
6 network, such as ABC, CBS, NBC, or Fox.

7 40. Some—typically local—broadcast television stations are considered “independent,”
8 meaning they are not affiliated with a major commercial television network.

9 41. Under the Communications Act, the retransmission of broadcast television stations’
10 signals by cable television operators is governed by two different regulatory regimes.

11 42. Under the Communications Act, all broadcast stations are entitled to mandatory
12 carriage by all cable television operators within their DMA. 47 U.S.C. § 534.

13 43. The rules that govern the mandatory carriage of broadcast television stations by cable
14 television operators are known as the “must-carry” rules and broadcast television stations whose
15 carriage is governed by the “must-carry” rules are known as “must-carry” stations. Stations subject
16 to “must-carry” rules are known colloquially as “must-carry” stations and as having “must-carry”
17 status. 47 U.S.C. § 534.

18 44. Significantly, “must-carry” stations are prohibited under the Communications Act from
19 receiving payment for their carriage by cable television operators, subject to certain conditions.

20 45. Alternatively, a broadcast television station may elect “retransmission consent.”

21 46. If a broadcast television station elects “retransmission consent,” under the
22 Communications Act, a cable television operator may not retransmit the signal of the broadcast
23 television station unless it has an express agreement with the broadcast television station permitting it
24 to do so. 47 U.S.C. §§ 325(b), 534.

25 47. Broadcast television stations that elect “retransmission consent” may demand payment
26 for their carriage as part of a retransmission consent agreement with a cable television operator.

27 48. A DMA is a geographic region used to define local television and media markets.
28

1 49. Broadcast television stations are required to elect between “must-carry” and
2 “retransmission consent” status every three years.

3 50. As part of the decision to elect “retransmission consent” status, broadcast television
4 stations consider the value of the programming they offer to subscribers.

5 **B. KMCC.**

6 51. KMCC, branded The Spot Vegas 34, is an independent broadcast television station
7 located in Laughlin, Nevada that serves the greater Las Vegas, Nevada area.

8 52. KMCC is owned by Scripps.

9 53. In 2023, KMCC licensed the exclusive rights to broadcast certain Vegas Golden
10 Knights hockey games.

11 54. Since the 2023-2024 NHL season, KMCC is the only way that Cox, and now Charter,
12 customers in the Las Vegas DMA have been able to access and view Vegas Golden Knights hockey
13 games that are not nationally televised.

14 55. Founded in 2017 and based in Las Vegas, Nevada, the Vegas Golden Knights are a
15 popular and successful NHL team.

16 56. The Vegas Golden Knights qualified for the Stanley Cup playoffs in eight of their first
17 nine seasons.

18 57. The Vegas Golden Knights qualified for the 2018 Stanley Cup in their first season.

19 58. The Vegas Golden Knights qualified for and won the 2023 Stanley Cup.

20 59. Given the team’s success, Vegas Golden Knights games are popular and frequently
21 watched by Las Vegas residents on KMCC.

22 60. In 2025, KMCC also obtained broadcast rights to certain WNBA Las Vegas Aces
23 basketball games.

24 61. Since the 2025 WNBA season, KMCC is the only way that Cox, and now Charter,
25 customers in the Las Vegas DMA have been able to access and view Las Vegas Aces games that are
26 not nationally televised.

27 62. Founded in 1997 and based in Las Vegas since 2018, the Las Vegas Aces are a popular
28 and successful WNBA team.

63. The Las Vegas Aces won the 2022, 2023, and 2025 WNBA Championships.

64. The Las Vegas Aces's success likewise makes their games popular and frequently watched by Las Vegas residents on KMCC.

65. Given the success and popularity of the Vegas Golden Knights and the Las Vegas Aces, it is important that a cable television operator be able to carry and retransmit KMCC and, in turn, the games and content of the Vegas Golden Knights and the Las Vegas Aces, to their subscribers.

C. Relationship Between The Parties And The Retransmission Consent Agreement.

1. Time Warner and Scripps Execute the Retransmission Consent Agreement.

66. On January 29, 2016, Time Warner, a cable television operator, entered into the Agreement with Scripps. Ex. 1 ¶ 1.

67. According to its text, the Agreement would be effective from January 1, 2016 to June 30, 2019. *Id.* § 5.

68. Scripps entered the Agreement [REDACTED] *Id.* ¶ 1.

69. The Agreement [REDACTED]

Id.

70. Attachment 1 included [REDACTED]

Id. at Attachment

1.

71. As customary in the industry, Attachment 1 included all Scripps-owned broadcast television stations that had elected "retransmission consent," regardless of whether the stations were within or outside the DMAs where Time Warner operated as of the Agreement's effective date. *See id.*

72. Under the Agreement, Scripps [REDACTED]

Id. § 1(a).

73. In other words, the Agreement granted Time Warner [REDACTED]

See id.

1 74. To account for future changes in Scripps's ownership of broadcast television stations,
2 the Agreement included language providing that [REDACTED]

3 [REDACTED] *Id.* § 2(c)(ii).

4 75. Specifically, the Agreement stated:

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 *Id.*

11 76. In particular, the Agreement stated that [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 77. To account for future changes in Time Warner's ownership of cable television systems,
16 the Agreement included language providing that [REDACTED]

17 [REDACTED] *Id.* § 2(e).

18 78. Specifically, the Agreement stated:

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 *Id.*

24 79. In other words, [REDACTED]
25 [REDACTED] *Id.*

26 2. *Charter Merges with Time Warner and Becomes a Party to the Retransmission*
27 *Consent Agreement.*

28 80. On May 26, 2015, Charter and Time Warner announced plans to merge.

1 81. The Charter-Time Warner merger closed on May 18, 2016.

2 82. As a result of the merger, Charter became a party to the Agreement and, in turn,
3 assumed Time Warner's contractual rights [REDACTED]

4 [REDACTED]
5 3. *The Parties Execute Amendment 1 to the Retransmission Consent Agreement.*

6 83. On November 30, 2017, Charter and Scripps executed Amendment No. 1 to the
7 Retransmission Consent Agreement ("Amendment 1"). *See* Ex. 3, Executed Amendment No. 1 to
8 Retransmission Consent Agreement.

9 84. Amendment 1's effective date was November 30, 2017. *Id.* ¶ 1.

10 85. Amendment 1 extended the term of the Agreement through March 31, 2022. *Id.* § 1.

11 86. Amendment 1 did not amend Attachment 1.

12 4. *Scripps Acquires ION Media.*

13 87. On September 24, 2020, Scripps announced plans to acquire ION Media, another
14 broadcasting company, which owned KMCC.

15 88. Scripps's acquisition of ION Media closed on January 7, 2021 (the "ION Acquisition").

16 89. At the time of the ION Acquisition, all of ION Media's broadcast television stations,
17 including KMCC, were retransmitted under the "must-carry" rules.

18 90. Because of their "must-carry" status, ION Media's broadcast television stations,
19 including KMCC, did not fall under the Agreement. Instead, Charter was legally required to carry and
20 retransmit their signals because they had "must-carry" status.

21 5. *The Parties Execute Amendment 2 to the Retransmission Consent Agreement.*

22 91. On February 10, 2022, Charter and Scripps executed Amendment No. 2 to the
23 Retransmission Consent Agreement ("Amendment 2"). *See* Ex. 4, Executed Amendment No. 2 to
24 Retransmission Consent Agreement.

25 92. Amendment 2's effective date was April 1, 2022. *Id.* ¶ 1.

26 93. Amendment 2 amended the Agreement to extend its term through March 31, 2025. *Id.*
27 § 1.
28

1 94. Additionally, Amendment 2 contained a section titled [REDACTED]

2 [REDACTED] *Id.* § 4.

3 95. That section acknowledged that [REDACTED]

4 [REDACTED]

5 [REDACTED] *Id.*

6 96. Specifically, Amendment 2 stated:

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 *Id.*

11 97. Amendment 2 also [REDACTED]

12 [REDACTED] *Id.* § 13.

13 98. As customary in the industry and is typical for Charter, the updated version of

14 Attachment 1 included [REDACTED]

15 [REDACTED]

16 [REDACTED] *Id.* at Attachment 1.

17 99. Attachment 1, as amended by Amendment 2, [REDACTED]

18 [REDACTED] *Id.*

19 6. *Scripps's ION Media Stations Elect Retransmission Status.*

20 100. In advance of the 2024-2026 election cycle, Scripps informed Charter that some of its

21 recently acquired ION Media stations had elected “retransmission consent” rather than “must-carry”

22 status.

23 101. On December 19, 2023, Charter and ION Media, on behalf of Scripps, executed the

24 ION Media Stations Carriage Letter Agreement (the “ION Letter Agreement”). *See* Ex. 5, Dec. 19,

25 2023 ION Media Stations Carriage Letter Agreement.

26 102. The ION Letter Agreement covered [REDACTED]

27 [REDACTED] *Id.* [REDACTED]

28

1 [REDACTED]
2 [REDACTED]
3 103. The ION Letter Agreement [REDACTED]
4 [REDACTED]. *Id.*

5 104. On April 25, 2025, Charter and ION Media, on behalf of Scripps, executed the ION
6 Media Stations Carriage Agreement (the “ION Carriage Agreement”). *See* Ex. 6, Apr. 25, 2025 ION
7 Media Stations Carriage Agreement.

8 105. The ION Carriage Agreement, which became effective March 31, 2025, “terminated
9 and replaced” the ION Letter Agreement. *Id.* § 1.

10 106. The ION Carriage Agreement provided that [REDACTED]
11 [REDACTED]. *Id.*

12 107. Further, the ION Carriage Agreement provided that [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]. *Id.* § 2.

16 7. *The Parties Execute Amendment 3 to the Retransmission Consent Agreement.*

17 108. At the same time the ION Carriage Agreement was entered, Charter and Scripps
18 entered Amendment 3. *See* Ex. 2.

19 109. Amendment 3 was executed on April 25, 2025, with an effective date of March 31,
20 2025. *Id.* ¶ 1.

21 110. Amendment 3 extended the Agreement’s term through March 31, 2028. *Id.* § 1.

22 111. Amendment 3 replaced the operative Attachment 1 (as attached to Amendment 2), with
23 an updated Attachment 1. *See id.* § 2.

24 112. As customary in the industry and is typical for Charter, the updated version of
25 Attachment 1 included [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]. *Id.* at Attachment 1.

113. Attachment 1 as amended by Amendment 3 [REDACTED]. *Id.*

114. Scripps had proposed including [REDACTED]
[REDACTED], and Charter agreed and intended to do so.

115. Nothing in Amendment 3 altered Charter's right under the Agreement to carry and retransmit the signal for any broadcast television station included in Attachment 1. *See generally id.*

8. *Charter Acquires Cox Communications.*

116. On May 16, 2025, Charter announced that it was acquiring Cox, a fellow cable television operator.

117. Charter's acquisition of Cox closed on August 20, 2026.

118. Through this acquisition, Charter expanded its operation footprint to include additional DMAs in the United States, including the Las Vegas DMA.

119. After the acquisition, Cox constitutes a [REDACTED]
[REDACTED] *See* Ex. 1, § 2(e).

120. As a result of the acquisition, Charter began operating in new DMAs, including those in which Scripps had broadcast television stations that were included in Attachment 1 to Amendment 3. One of those DMAs is Las Vegas.

121. Under the terms of the Agreement, as amended by Amendments 1, 2, and 3, [REDACTED]
[REDACTED]
[REDACTED]

122. Because of Charter's acquisition of Cox, Charter now operates in the Las Vegas DMA.

123. Charter is thus entitled to [REDACTED]
[REDACTED]
[REDACTED] subject to the terms of the Agreement.

124. KMCC is a Scripps-owned station.

125. KMCC operates in the Las Vegas DMA.

126. [REDACTED]

127. [REDACTED]
[REDACTED]

D. Scripps Asserts Charter Has No Right To Carry And Retransmit KMCC Under The Retransmission Consent Agreement.

1. Scripps's June 22, 2026 Letter to Charter.

128. On June 22, 2026, Scripps sent Charter a letter through its affiliate ION Media asserting that "[REDACTED]" after the Charter-Cox transaction. See Ex. 7, June 22, 2026 Scripps Ltr.

2. Charter's August 14, 2026 Letter to Scripps.

129. On August 14, 2026, Charter responded to Scripps's letter and disputed Scripps's position that it would not have the right to carry and retransmit KMCC after the Charter-Cox transaction. See Ex. 8, Aug. 14, 2026 Charter Ltr.

130. Specifically, Charter explained that although [REDACTED]

Id.

131. Charter further explained that [REDACTED]

Id.

132. Charter, in turn, concluded that [REDACTED]

Id.

3. Scripps's August 18, 2026 Letter to Charter.

133. Scripps responded on August 18, 2026. In its letter, Scripps said it "disagrees" with Charter's position that [REDACTED] See Ex. 9, Aug. 18, 2026 Scripps Ltr.

134. Scripps first asserted that Charter's position "disregards" Section 4 of Amendment 2, which it contends [REDACTED] *Id.*

1 135. Scripps asserted that any inclusion of KMCC was [REDACTED]

2 *Id.*

3 136. Scripps, not Charter, first proposed including [REDACTED]

4 [REDACTED]

5 137. [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 138. Scripps closed its August 18 letter by stating that [REDACTED]

9 [REDACTED]

10 [REDACTED] *Id.*

11 139. Scripps further concluded:

12 [REDACTED]

13 *Id.*

14 4. *Charter's August 19, 2026 Letter to Scripps.*

15 140. On August 19, 2026, Charter responded [REDACTED]

16 [REDACTED]

17 [REDACTED] Ex. 10, Aug. 19, 2026 Charter

18 Ltr.

19 141. Charter responded that Scripps's [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED] *Id.*

23 142. Charter also contested Scripps's assertion that [REDACTED] on Attachment 1, as
24 amended by Amendment 3, was a mistake:

25 [REDACTED]

1 [REDACTED]
2
3 *Id.*

4 143. Charter once again closed by stating that the Agreement [REDACTED]
5 [REDACTED] and that [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 *Id.*

9 5. *Scripps's August 20, 2026 Letter to Charter.*

10 144. The morning of August 20, 2026—the day Charter was closing on its acquisition of
11 Cox—Scripps sent a final letter claiming that [REDACTED]
12 [REDACTED] Ex. 11, Aug. 20, 2026 Scripps

13 Ltr.

14 145. Scripps further stated:
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]

20 *Id.*

21 **COUNT I**
Declaratory Judgment – 28 U.S.C. § 2201

22 146. Charter repeats and realleges each and every allegation above as if fully set forth herein.

23 147. The Agreement, as amended and agreed to by the parties, [REDACTED]
24 [REDACTED] covered by the Agreement, as amended.

25 148. By virtue of Charter's acquisition of Cox, Charter now operates in the Las Vegas DMA.

26 149. The Agreement, as amended and agreed to by the parties, entitles [REDACTED]
27 [REDACTED]
28

1 150. Despite the Agreement's clear language, Scripps asserts otherwise, seeks to deny
2 Charter's contractual right [REDACTED], and claims Charter's [REDACTED]
3 [REDACTED] is "unauthorized."

4 151. Scripps has also threatened legal action against Charter, claiming potential damages,
5 including through the alleged violation of the Copyright Act.

6 152. Further, if Scripps were correct about its interpretation of the Agreement, [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 153. Such action would harm Charter by, *inter alia*, putting Charter at risk of litigation,
12 including for Copyright Act violations and breach of contract, as threatened by Scripps.

13 154. Given Scripps's threat to sue and the potential consequences faced by Charter, Scripps
14 leaves Charter with no option other than to seek court intervention.

15 155. An actual controversy thus exists between the parties over whether the Agreement
16 grants [REDACTED]

17 156. Charter therefore seeks a declaration from this Court confirming [REDACTED]
18 [REDACTED] under the Agreement as amended.

19 **DEMAND FOR JURY TRIAL**

20 157. In accordance with Rule 38 of the Federal Rules of Civil Procedure, Charter
21 respectfully demands a jury trial of all issues triable to a jury in this action.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Charter respectfully requests that the Court enter judgment and relief in its
24 favor as follows:

- 25 1. Enter a declaration, order, and judgment holding that Charter [REDACTED]
26 [REDACTED]
27 [REDACTED]; and
28 [REDACTED]

2. Enter an order for any other relief that this Court deems just and proper.

Dated: August 24, 2026

Respectfully submitted,

PISANELLI BICE

By: /s/ M. Magali Mercera

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Judson Brown, P.C. (*pro hac vice* forthcoming
and will comply with LR IA 11-2 within 14 days)
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*Attorneys for Plaintiffs Charter Communications,
Inc. and Spectrum Management Holding Company,
LLC.*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Charter Communications, Inc.; Spectrum Management Holding Company, LLC

(b) County of Residence of First Listed Plaintiff Fairfield County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Debra Spinelli, Pisanelli Bice, PLLC, 400 S. 7th Street, Suite 300, Las Vegas, NV 89101, 702-214-2101

DEFENDANTS

The E.W. Scripps Company

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☒ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☒ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 2201; 1332(a)

Brief description of cause:
Declaratory judgment for contract dispute

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

8/24/2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ M. Magali Mercera

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Signature of Clerk or Deputy Clerk

Civil Action No. 2:26-cv-02676

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: