Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of:	)	
	)	MB Docket No. 12-1
	)	File. No CSR-_____-C
DISH NETWORK L.L.C.	)	
	)	**EXPEDITED CONSIDERATION REQUESTED**
Complainant,	)	
v.	)	
SINCLAIR BROADCAST GROUP, INC.	)	
Defendant.	)	

TO THE COMMISSION:

VERIFIED AMENDED AND RESTATED RETRANSMISSION COMPLAINT AND REQUEST FOR PRELIMINARY INJUNCTIVE RELIEF

August 26, 2015

SUMMARY

Pursuant to 47 U.S.C. § 325(b)(3)(C)(ii) and Sections §§ 76.7 and 76.65 of the Commission's rules, DISH Network L.L.C. ("DISH") brings this Verified Amended and Restated Retransmission Complaint and Request for Preliminary Injunctive Relief ("Amended Complaint") against Sinclair Broadcast Group, Inc. ("Sinclair"). DISH has been negotiating in good faith with Sinclair to reach a renewal of DISH's retransmission rights with Sinclair. Short-term extensions of the previous retransmission agreement (negotiated only after DISH filed its original Verified Retransmission Complaint and Request for Preliminary Injunctive Relief ("Complaint")) expired at 5 pm EDT, August 15, 2015. **As of this filing, DISH customers in 79 markets have lost access to 129 local broadcast stations**.

DISH brings this Amended Complaint because Sinclair has continued to breach its duty to negotiate a renewal of DISH's retransmission rights for Sinclair's stations in good faith. *See* 47 C.F.R. § 76.65. Sinclair has insisted on tying retransmission consent to agreement on terms for future carriage rights of a cable network that Sinclair *does not yet own* (the "Non-Sinclair Owned Cable Network"). This is a *per se* violation of the Commission's good faith rule against unilateral bargaining in addition to a violation of competition law. In addition, Sinclair's behavior earlier in negotiations by (i) negotiating for 32 in-market stations not under Sinclair's *de jure* control (the "Non-Sinclair Controlled Stations") and (ii) asserting that Sinclair would refuse to negotiate for a year were DISH to exercise its rights to file a complaint with the Commission expressly violated STELAR and the Commission's rules on unilateral bargaining and refusal to negotiate. Sinclair refused to move from these positions until *after* DISH filed its original Complaint on the then-final day of the parties' existing agreement. And, Sinclair still

appears to be coordinating negotiations for eight of the 32 stations, in continued violation of the law.

Between August 15, 2015 and the submission of this Amended Complaint, DISH and Sinclair had been making steady progress in negotiations. Indeed, as of the date of this Amended Complaint, DISH and Sinclair have reached an agreement on rates and all terms for the carriage of the Sinclair local stations.

Unfortunately, DISH and Sinclair have not actually signed a retransmission consent agreement. This is solely because Sinclair has demanded that, as a condition to signing the retransmission agreement, DISH agree to terms and conditions for future carriage rights of the Non-Sinclair Owned Cable Network. This unilateral bargaining is a *per se* violation of the Commission's good faith rules and is a violation of U.S. competition law.

DISH has repeatedly offered an extension to Sinclair to preserve carriage of the Sinclair local channels for DISH customers during continued negotiations. DISH's contract extension offers to Sinclair have included a retroactive "true-up" when new rates are agreed upon, and would have preserved the ability of DISH customers to access the Sinclair local stations while the negotiations continued. The "true-up" would have ensured that Sinclair was made whole at the new rates for the period of any contract extension.

Sinclair, however, rejected DISH's extension offers, explaining that Sinclair does "not intend to extend that further in the absence of final agreement on all points including the issues surrounding the [Non-Sinclair Owned Cable Network.]" As a result, on August 25, 2015 at 5 p.m. ET, the short-term extensions between DISH and Sinclair expired. DISH customers in 79 markets across 36 states plus the District of Columbia have lost access to 129 local broadcast stations.

DISH therefore urges the Commission to act expeditiously to address Sinclair's bad faith, and to (i) find that, pursuant to 47 U.S.C. § 325(b)(3)(C)(ii) and 47 C.F.R. § 76.65, Sinclair has breached its statutory obligation to negotiate in good faith a retransmission consent agreement with DISH; and (ii) award such relief that the Commission deems just and appropriate.

DISH also requests that the Commission grant preliminary injunctive relief as set forth in the body of this pleading during the pendency of this Amended Complaint to require Sinclair and its representatives to immediately cease tying carriage of the Non-Sinclair Owned Cable Network with the Sinclair local stations.

In addition, DISH requests that the Commission grant preliminary injunctive relief during the pendency of this Amended Complaint to require Sinclair and its representatives to immediately cease coordinating negotiations or negotiating on a joint basis for any of the Non-Sinclair Controlled Stations or its representatives, and to specifically prohibit Sinclair and its representatives from:

(i) sharing any information with the Non-Sinclair Controlled Stations relating to retransmission consent or retransmission consent negotiations with DISH, including, but not limited to, the negotiating strategy of Sinclair, or the type or value of any consideration sought by Sinclair;

(ii) receiving any information from the Non-Sinclair Controlled Stations relating to retransmission consent or retransmission consent negotiations with DISH, including, but not limited to, the negotiating strategy of the Non-Sinclair Controlled Stations, or the type or value of any consideration sought by the Non-Sinclair Controlled Stations;

(iii) delegating the authority to negotiate or approve a retransmission consent agreement with DISH by Sinclair to the Non-Sinclair Controlled Stations;

(iv) delegating the authority to negotiate or approve a retransmission consent agreement with DISH by the Non-Sinclair Controlled Stations to Sinclair;

(v) delegating the authority to negotiate or approve a retransmission consent agreement with DISH by Sinclair and the Non-Sinclair Controlled Stations to a common third party;

(vi) designating a negotiator for the Non-Sinclair Controlled Stations to negotiate a retransmission consent agreement with DISH while continuing to share information and negotiating strategy between such negotiator and Sinclair; and

(vii) entering into any informal, formal, tacit or other agreement and/or conduct that signals or is designed to facilitate coordination regarding retransmission terms or agreements with DISH between or among Sinclair and the Non-Sinclair Controlled Stations.

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Pursuant to the Commission's Rules, 47 C.F.R. §§ 76.7 and 76.65, and 47 U.S.C. § 325(b)(3), DISH hereby brings this Amended Complaint against Sinclair. Sinclair exercises *de jure* control over, or has a joint negotiating arrangement with,[1] a total of 121 local broadcast television stations, 87 of which are affiliated with one of the big four broadcast networks (the "Sinclair Stations"). DISH is a multichannel video programming distributor ("MVPD") that provides Direct Broadcast Satellite ("DBS") service to subscribers throughout the nation. DISH brings this complaint because Sinclair has breached its duty to negotiate a renewal of DISH's retransmission rights for the Sinclair Stations in good faith. *See* 47 C.F.R. § 76.65.

I. THE COMPLAINANT

1. DISH is a provider of DBS services in the United States. Through a fleet of owned or leased satellites, DISH provides thousands of channels of digital television programming to 13.932 million subscribers in the U.S. as of June 30, 2015. DISH's address is 9601 S. Meridian Blvd., Englewood, Colorado 80112. Its United States telephone number is (303) 723-1000.

II. THE DEFENDANT

2. On information and belief, Sinclair is a company based in Maryland that owns or has joint negotiating arrangements with 121 television stations in various local TV markets. The

[1] It is DISH's understanding that, of these 121 stations, Sinclair has joint services agreements with 6 non-commonly-owned stations located in markets where Sinclair itself owns no local broadcast stations.

principal address for Sinclair is 10706 Beaver Dam Road, Hunt Valley, Maryland 21030. Its United States telephone number is (410) 568-1500.

III. JURISDICTION

3. DISH brings this Amended Complaint in accordance with and pursuant to the Communications Act, 47 U.S.C. § 325(b)(3), and the Commission's Rules, 47 C.F.R. §§ 76.7 and 76.65(c). In relevant part, the Commission's Rules provide that any MVPD "aggrieved by conduct that it believes constitutes a violation of the regulations set forth in this section or subsection 76.64(m) may commence an adjudicatory proceeding at the Commission to obtain enforcement of the rules through the filing of a complaint" under the procedures specified in section 76.7. 47 C.F.R. § 76.65(c).

IV. LEGAL BACKGROUND – THE GOOD FAITH REQUIREMENT

4. The Satellite Home Viewer Improvement Act of 1999 ("SHVIA") was enacted on November 29, 1999. In that statute, Congress confirmed satellite carriers' ability to provide satellite subscribers with local broadcast signals by creating a statutory copyright license at 17 U.S.C. § 122. This license was intended to solve a problem long-perceived by both Congress and the Commission: that the absence of local signals from satellite offerings was one of the chief factors dissuading consumers from switching to satellite services from their cable system, which could offer these signals under the broad cable copyright license. This handicap in turn had prevented satellite carriers from introducing needed competition to the dominant cable operators and exercising some discipline on soaring cable rates.

5. According to the Commission, SHVIA was designed "to place satellite carriers on an equal footing with local cable operators when it comes to the availability of broadcast programming" and thus "authorizes satellite carriers to add more local and national broadcast

programming to their offerings" for satellite subscribers. *See* Implementation of the Satellite Home Viewer Improvement Act of 1999 – Retransmission Consent Issues, *First Report and Order*, 15 FCC Rcd. 5445, 5446 ¶ 1 (2000) ("Good Faith Order").

6. In addition to creating the new satellite copyright license, SHVIA also obligated satellite carriers to obtain the consent of the broadcaster for local retransmissions (unless the broadcaster elects mandatory carriage). *See* 47 U.S.C. § 325(b). At the same time, Congress required broadcasters to negotiate in good faith with MVPDs for retransmission consent. SHVIA directed the Commission to prescribe rules "prohibit[ing] a television broadcast station that provides retransmission content from engaging in exclusive contracts for carriage or failing to negotiate in good faith." *See* Section 1009 of SHVIA, codified at 47 U.S.C. § 325(b)(3). In 2005, Congress directed the Commission to make the good faith obligation mutual, and the Commission did so in an amendment to its rules. *See* 47 C.F.R. § 76.65(a) ("Television broadcast stations and [MVPDs] shall negotiate in good faith the terms and conditions of retransmission consent agreements.").

7. In implementing the good faith rules, the Commission recognized that the good faith statutory requirement was not "largely hortatory" and that it imposed a "heightened duty of negotiation" on broadcasters that exceeds what would otherwise be required under common law. *Good Faith Order* ¶ 24. Because of this, the Commission found that Congress intended for retransmission consent negotiations to take place "in an atmosphere of honesty, purpose, and clarity of process." *Id*.

8. To implement its mandate from Congress, the Commission adopted a two-part test for assessing a television broadcast station's "good faith" in negotiating retransmission consent. The first part of the test consists of a brief, objective list of negotiation standards. This

list includes a "Refusal by a Negotiating Entity to negotiate retransmission consent," "Refusal by a Negotiating Entity to put forth more than a single, unilateral proposal," and a "Failure of a Negotiating Entity to respond to a retransmission consent proposal of the other party, including the reasons for the rejection of any such proposal." 47 C.F.R. § 76.65(b)(1)(i), (iv)-(v).

9. The Commission has clearly stated that "a broadcaster may not refuse to negotiate with an MVPD regarding retransmission consent." *Good Faith Order* ¶ 40. That requirement "goes to the very heart of Congress' purpose in enacting the good faith negotiation requirement." *Id*.

10. The Commission stated that under the *per se* rule against unilateral bargaining, "a broadcaster may not put forth a single, unilateral proposal and refuse to discuss alternate terms or counter-proposals." *Good Faith Order* ¶ 43. Approaches such as "[t]ake it or leave it" bargaining are "not consistent with an affirmative obligation to negotiate in good faith." *Id.*

11. Moreover, a broadcaster must "provide reasons for rejecting any aspects of an MVPD's offer." *Id.* ¶ 44; 47 C.F.R. § 76.65(b)(1)(v). "Blanket rejection of an offer without explaining the reasons for such rejection does not constitute good faith." *Good Faith Order* ¶ 44. Although broadcasters are "not required to justify their explanations by document or evidence," *id.*, such explanation must consist of something more than referral back to the terms of the broadcaster's prior offer, or else the broadcaster violates the per se rule against unilateral bargaining, *see id.* ¶ 43.

12. The Commission also recognized that its *per se* rules could not capture the entire range of the often subtle behaviors that may constitute bad faith negotiating. In such cases, as a proposal for carriage conditioned on carriage of an "affiliated cable programming service," which can meet the good faith requirement, but only if it does not undermine competition. *Id.* ¶¶

56-58. If the tying arrangement is anticompetitive, however, the Commission has made clear that "it is implicit in Section 325(b)(3)(C) that any effort to stifle competition through the negotiation process would not meet the good faith negotiation requirement." *Id.* ¶ 58. The Commission also specified that retransmission consent behavior that "is violative of national policies favoring competition" runs afoul of with the good faith requirements of Section 76.65 of the Commission's rules. *Reciprocal Good Faith Order* ¶ 15. The Commission later clarified that "tying is not consistent with competitive marketplace considerations if it would violate antitrust laws." Implementation of Section 207 of the Satellite Home Viewer Extension and Reauthorization Act of 2004 – Reciprocal Bargaining Obligations, Report and Order, 20 FCC Rcd. 10339, 10346 ¶ 15 (2005).

13. The Commission has recognized that any interruption in consumers' receipt of local broadcast programming is "highly undesirable," *Good Faith Order* ¶ 12, and expressed its "concern regarding the service disruptions and consumer outrage that will inevitably result should MVPDs that are entitled to retransmit local signals subsequently lose such authorization," *id.* ¶ 61. When the Commission passed the Good Faith Order in 2000, it remarked that it expected such loss of retransmission rights, even on an interim basis, to be "the exception rather than the norm." *Id.* The Commission further encouraged "broadcasters and MVPDs that are engaged in protracted retransmission consent negotiations [to] agree [] short-term retransmission consent extensions so that consumers' access to broadcast stations will not be interrupted while the parties continue their negotiations." *Id.*

V. LEGAL BACKGROUND – JOINT RETRANSMISSION CONSENT NEGOTIATIONS

14. The STELA Reauthorization Act of 2014 ("STELAR") amended 47 U.S.C. § 325 to direct the Commission to prohibit broadcast stations from "coordinating negotiations or

negotiating on a joint basis with another television broadcast station **in the same local market** (as defined in section 122(j) of title 17, United States Code) to grant retransmission consent under this section to a multichannel video programming distributor, unless such stations are directly or indirectly under common *de jure* control permitted under the regulations of the Commission[.]" 47 U.S.C. 325(b)(3)(C)(iv) (emphasis added). The Commission has complied with the statutory mandate. *See* Implementation of Sections 101, 103, and 105 of the STELA Reauthorization Act of 2014, MB Docket No. 15-37, *Order*, FCC 15-21 (rel. Feb. 18, 2015) (implementing the prohibition "virtually verbatim"). Under FCC rules, *de jure* control is evidenced by holdings of greater than 50 percent of the voting stock of a corporation, or in the case of a partnership, general partnership interests. *See, e.g.*, 47 C.F.R. § 1.2110(c)(2); Matter of Corporate Ownership Reporting and Disclosure by Broadcast Licensees, *Report and Order*, 97 F.C.C.2d 997, 1018 & n.47 (1984) (noting that an ownership interest "exceeding 50%" "reflects the line of *de jure* control").

VI. FACTUAL BACKGROUND – SINCLAIR'S BREACH OF ITS DUTY TO NEGOTIATE IN GOOD FAITH

15. DISH contacted Sinclair on June 9, 2015 to commence negotiations for a retransmission consent agreement renewal, and Sinclair finally sent a first response on July 9, 2015. *See* Ordonez Declaration ¶ 4. The current retransmission consent agreement expired on August 15, 2015 at 11:59 pm ET. The short term extensions, achieved only after DISH filed its original Complaint and as described below, expired at 5 pm EDT on August 25, 2015. As of the filing of this Amended Complaint, DISH and Sinclair have failed to reach an agreement.

16. Sinclair's July 9, 2015 offer proposed that the new agreement would cover "all stations Sinclair owns or has de jure control over, as a result of LMAs, JSAs or similar agreements, which are being provided services pursuant to grandfathering of FCC rules (as well

as after acquired stations, pursuant to existing provision on this point in existing agreement)." *See* Exhibit 1 and Declaration of Melisa Ordonez ¶ 5. Then, on July 25, 2015, Sinclair sent the list of stations that it demanded to negotiate for. *See* Exhibit 2 and Ordonez Declaration ¶ 5. The station list that Sinclair sent included the Sinclair Stations, plus 32 other stations that are not under Sinclair's direct or indirect de jure control and which are located in local markets where there is at least one station under direct or indirect common de jure control with Sinclair (the "Non-Sinclair Controlled Stations"). *See* Exhibit 2 (for convenience, DISH has highlighted the Non-Sinclair Controlled Stations as they appear in the list) and Ordonez Declaration ¶ 5. Additional details about the Non-Sinclair Controlled Stations are set forth in Exhibit 4. DISH has also reviewed the FCC Form 323 "Ownership Report for Commercial Broadcast Stations" for each of the Non-Sinclair Controlled Stations and has confirmed that Sinclair does not hold greater than 50 percent of the voting stock in any of the stations. Ownership information for each of the Non-Sinclair Controlled Stations is listed in Exhibit 5.

17. In an email dated July 20, 2015 from Melisa Ordonez, Programming General Manager for DISH, to Sinclair's negotiating representative, Ms. Ordonez noted that Sinclair was proposing to "negotiate on behalf of stations not directly or indirectly under common de jure control of Sinclair in the same DMA," which expressly violates Section 325 of the Communications Act, as amended by STELAR, because those stations are located in local markets where there is at least one station that is under direct or indirect common de jure control with Sinclair. *See* Exhibit 3, p. 4 and Declaration of Melisa Ordonez ¶ 6. DISH explicitly requested that "Sinclair stop coordinating negotiations or negotiating on a joint basis" for the stations in Sinclair's proposal that Sinclair does not have de jure control over and are located in

local markets where there is at least one other station that is under direct or indirect common de jure control with Sinclair. *See* Exhibit 3, p. 5 and Declaration of Melisa Ordonez ¶ 6.

18. In an email dated July 20, 2015 to Ms. Ordonez, Sinclair's negotiating representative stated that "Sinclair disagrees with your legal conclusion that we have offered to negotiate on behalf of any stations with respect to which we do not have 'de jure' control," claiming that "[t]hrough grandfathering rights provided by a combination of statutory provisions and FCC regulations. . . Sinclair has the legitimate and lawful right to be in 'control' of each of the stations referenced in your email" because of the existence of certain Local Marketing Agreements ("LMAs") and Joint Sales Agreements ("JSAs"). *See* Exhibit 3, p. 2 and Ordonez Declaration ¶ 7.

19. In an email dated July 21, 2015 from Ms. Ordonez to Sinclair's negotiating representative, DISH reiterated its disagreement with Sinclair's view that Sinclair is permitted to negotiate on behalf of the Non-Sinclair Controlled Stations. Ms. Ordonez noted that under FCC rules, "*de jure* control is evidenced by holdings of greater than 50 percent of the voting stock of a corporation, or in the case of a partnership, general partnership interests" and asked that Sinclair state "which, if any, of the referenced stations meet this requirement with respect to Sinclair." *See* Exhibit 3, p.1 and Ordonez Declaration ¶ 8.

20. On July 21, 2015, Ms. Ordonez spoke by telephone with Sinclair's negotiating representative. Warren Schlichting, Senior Vice President, Media Sales and Programming for DISH, was also on the telephone call. During the call, Sinclair's negotiating representative indicated that he recognized that the FCC might agree with DISH's view that Sinclair does not have the right to negotiate for the Non-Sinclair Controlled Stations. *See* Ordonez Declaration ¶ 9. Sinclair, nevertheless, maintained that the current DISH-Sinclair retransmission consent

agreement would expire before the FCC would rule on a retransmission consent complaint, if DISH were to file one. *Id.* Sinclair's negotiating representative suggested that DISH should focus on signing a renewal with Sinclair rather than pursuing relief before the FCC. *Id.* When Ms. Ordonez again objected to Sinclair's insistence on including the Non-Sinclair Controlled Stations, Sinclair's negotiating representative stated that if that was DISH's position, DISH and Sinclair should issue a press release announcing that the two companies will not be doing business with one another and that the two parties would not negotiate again for a year. *Id.*

21. DISH and Sinclair had been making steady progress in their negotiations, and DISH was hopeful that mutual agreement would be reached to renew DISH's retransmission rights for the Sinclair Stations before expiration of the existing agreement. *See* Declaration of Warren Schlichting ¶ 4. In that spirit, on August 14, 2015, DISH offered a short-term contract extension to Sinclair that would include a retroactive "true-up" when new rates were agreed upon, and would preserve the ability of DISH customers to access the Sinclair Stations while negotiations continued. *Id.* The "true-up" would ensure that Sinclair was made whole at the new rates for the period of any contract extension. Sinclair also began running a crawl message on some or all of its stations, which read: "Attention DISH Network Subscribers. At the end of the day Saturday we expect DISH to stop carrying this station. The station will still be available on DirecTV, your local cable provider and for free over the air. DISH subscribers will be the only viewers who lose access to this station's great programming. DISH can be reached at (855) 318-0572. We apologize any inconvenience..." *Id.* However, instead of accepting DISH's good faith offer, Sinclair threatened the largest local channel blackout in the history of television, which would block DISH customers' access to 153 local channels (the 121 Sinclair Stations plus the 32 Non-Sinclair Controlled Stations) in 79 markets.

22. Faced with an intransigent Sinclair refusing to negotiate in good faith, DISH filed its Complaint with the Commission during the early morning hours on August 15, 2015.

23. On August 15, 2015, and only after DISH filed the Complaint, Sinclair's negotiating representative informed Ms. Ordonez in an e-mail communication that although Sinclair continues "to disagree with Dish's view that we are not permitted to negotiate retrans for stations we provide services to under JSAs, in order to eliminate any controversy we are prepared to discontinue such negotiation in any market where we also own a station. With one exception, each of these stations has retained Cliff Harrington with the law firm of Pillsbury Winthrop Shaw Pittman to represent them." *See* Supplemental Declaration of Melisa Ordonez ¶ 5 and Exhibit 6. Nevertheless, as of the date of this Amended Complaint, it appears that Sinclair is still coordinating negotiations for eight stations that Sinclair does not have *de jure* control over and are located in local markets where there is at least one other station that is under direct or indirect common de jure control with Sinclair. Those stations are: WVAH (Charleston, WV); WTTE (Columbus, OH); WRGT (Dayton, OH); WNUV (Baltimore, MD); WMYA (Greenville, SC); WWMB (Florence-Myrtle Beach, SC); WLYH (Harrisburg, PA); and KXVO (Omaha, NE). *See* Ordonez Suppl. Declaration ¶ 5.

24. A list of the stations represented by Mr. Harrington (the "Harrington-Represented Stations") appears in Exhibit 6.

25. The same day that Sinclair's negotiating representative told Ms. Ordonez about Mr. Harrington's appointment, Ms. Ordonez requested in an e-mail communication that Mr. Harrington answer a number of questions to determine whether Mr. Harrington's representation of the Harrington-Represented Stations is in compliance with STELAR and Commission rules. *See* Ordonez Suppl. Declaration ¶ 6 and Exhibit 7, p. 1.

26. As of the filing of this Amended Complaint, Mr. Harrington has not provided a response to the questions included in the August 15, 2015 e-mail from Ms. Ordonez. *See* Ordonez Suppl. Declaration ¶ 6.

27. On August 15, 2015 DISH entered into an extension with Mr. Harrington for carriage of the Harrington-Represented Stations. This extension was renewed on August 24, 2015 and is currently set to expire on August 31, 2015. *See* Ordonez Suppl. Declaration ¶ 7.

28. Also on August 15, 2015, and hours after DISH filed the Complaint, DISH and Sinclair reached a short-term temporary extension for the Sinclair stations. *See* Ordonez Suppl. Declaration ¶ 8.

29. Between August 15, 2015 and the submission of this Amended Complaint, DISH and Sinclair had been making steady progress. As of the date of this Amended Complaint, DISH and Sinclair have reached an agreement on rates and all terms for the carriage of the Sinclair local stations. *See* Ordonez Suppl. Declaration ¶ 8.

30. Unfortunately, DISH and Sinclair have not actually signed a retransmission consent agreement. This is solely because Sinclair has demanded that, as a condition to signing the retransmission agreement, DISH agree to terms and conditions for future carriage rights of a cable network that Sinclair hopes to acquire, *but does not own today* (the "Non-Sinclair Owned Cable Network"). *See* Declaration of Joshua Clark ¶ 5.

31. DISH and Sinclair have not reached an agreement regarding the terms and conditions of future carriage rights of the Non-Sinclair Owned Cable Network, but Sinclair continues to insist on tying the future carriage rights of this channel with the carriage of Sinclair's local broadcast stations. *Id.*

32. DISH has repeatedly offered an extension to Sinclair to preserve carriage of the Sinclair local channels for DISH customers during continued negotiations. DISH's contract extension offers to Sinclair have included a retroactive "true-up" when new rates are agreed upon, and would have preserved the ability of DISH customers to access the Sinclair local stations while the negotiations continued. The "true-up" would have ensured that Sinclair was made whole at the new rates for the period of any contract extension. *See* Ordonez Suppl. Declaration ¶ 9.

33. On the morning of August 25, 2015 Sinclair rejected DISH's extension offers, explaining that Sinclair does "not intend to extend that further in the absence of final agreement on all points including the issues surrounding the [Non-Sinclair Owned Cable Network.]" *See* Ordonez Suppl. Declaration ¶ 9 and Exhibit 8.

34. On August 25, 2015, minutes before the retransmission consent agreement was to expire, Ms. Ordonez again offered to extend the agreement between DISH and Sinclair. Sinclair's negotiating representative refused this offer. *See* Ordonez Suppl. Declaration ¶ 10.

35. As a result, on August 25, 2015 at 5 p.m. ET, the short-term extensions between DISH and Sinclair expired. DISH customers in 79 markets across 36 states plus the District of Columbia have now lost access to 129 local broadcast stations. *Id.*

36. On the evening of August 25, 2015 – several hours after the Sinclair stations went dark – Sinclair reiterated its demands regarding the Non-Sinclair Owned Cable Network during a phone call between Ms. Ordonez, Mr. Josh Clark and Sinclair's negotiating representatives. *See* Clark Declaration ¶ 6. After DISH did not agree to Sinclair's terms for carriage of the Non-Sinclair Owned Cable Channel, Sinclair's negotiating representative suggested that DISH would be more likely to rethink its position after losing a couple hundred thousand subscribers. *Id.*

37. As of the filing of this Amended Complaint, DISH and Sinclair have failed to reach a new agreement.

38. Rather than negotiating in good faith, it is clear from these actions that Sinclair is seeking to intentionally harm and exploit millions of innocent consumers to gain negotiating leverage. Because DISH has offered to retroactively "true-up" Sinclair when new rates were agreed upon, Sinclair has nothing to lose and consumers have everything to gain from an extension of DISH's existing contract that would allow negotiations to continue. Instead, Sinclair has insisted on tying carriage of the Non-Sinclair Owned Cable Network to finalizing a new retransmission agreement. Sinclair has used innocent consumers as pawns to gain leverage for the economic benefit of Sinclair, while causing substantial harm and disruption to the lives of those very same consumers who now ultimately bear the brunt of Sinclair's bad faith tactics.

VII. COUNT I – FORCED BUNDLING

39. DISH hereby incorporates as if fully restated the allegations in paragraphs 1 through 38 hereof.

40. In insisting that the parties reach terms on the Non-Sinclair Owned Cable Network before agreeing to retransmission of its local broadcast station, Sinclair is engaging in unilateral bargaining, a *per se* violation of the Commission's good faith rules under Section 76.65(b)(viii).

41. In addition, Sinclair stated that it does "not intend to extend that further in the absence of final agreement on all points including the issues surrounding the Non-Sinclair Owned Cable Network." *See* Exhibit 8, p. 1. A refusal to negotiate under any circumstances, is *per se* bad faith under Section 76.65(b)(i), and a take it or leave it approach is "not consistent with an affirmative obligation to negotiate in good faith." *Good Faith Order* ¶ 43.

42. In addition to being a *per se* violation, Sinclair's behavior with respect to the Non-Sinclair Owned Cable Network constitutes a violation of the Commission's good faith rules because retransmission consent behavior that "is violative of national policies favoring competition" runs afoul of the good faith requirements of Section 76.65 of the Commission's rules, Reciprocal Good Faith Order ¶ 58, and "tying is not consistent with competitive marketplace considerations if it would violate antitrust laws," *Reciprocal Good Faith Order* ¶ 15.

43. Here, Sinclair's tying and forced bundling of the Non-Sinclair Owned Cable Network with the carriage of its broadcast stations are unfair practices that likely violate Section 1 of the Sherman Act. 15 U.S.C. §1; *see Dr. Miles Medical Co. v. John D. Park & Sons Co.*, 220 U.S. 373 (1911); *Cascade Health Solutions v. PeaceHealth*, 515 F.3d 883, 913 (9th Cir. 2008) (citing *Eastman Kodak Co. v. Image Technical Servs. Inc.*, 504 U.S. 451, 461-62 (1992)). A *per se* illegal tie exists where a seller of two separate, unsubstitutable products has sufficient market power with respect to one (the tying product) to force purchasers to buy the other (the tied product), which conduct affects a substantial volume of interstate commerce. All the elements of an antitrust offense are present here. The Sinclair Stations and the Non-Sinclair Owned Cable Network are distinct and separate products that are not substitutable. The broadcast stations provide local news and national network programming of general interest while the Non-Sinclair Owned Cable Network is a niche network. In the antitrust context, market power has been presumed in two situations: "when the seller offers a unique product that competitors are not able to offer" or "[w]hen the seller's share of the market is high." *See Jefferson Parish Hospital v. Hyde*, 466 U.S. 2, 12 (1984); *Northern Pacific Railway Co. v. U.S.*, 356 U.S. 1, 5-6 (1958); *Borschow Hosp. & Medical Supplies v. Cesar Castillo Inc.*, 96 F.3d 10, 17 (1st Cir. 1996). The

uniqueness of the local programming of and, in many cases, the market share of the Sinclair stations, gives it substantial economic market power to leverage carriage of the Non-Sinclair Owned Cable Network and force unreasonable and uncompetitive terms on DISH.

VIII. COUNT II – COORDINATION OF NEGOTIATIONS IN VIOLATION OF STELAR

44. DISH hereby incorporates as if fully restated the allegations in paragraphs 1 through 43 hereof.

45. Sinclair refused to negotiate with DISH for retransmission consent for the Sinclair Stations unless DISH also agreed to allow Sinclair to include within any such agreement retransmission consent stations over which Sinclair does not have *de jure* control and which are located in the same markets where there is at least one other station under direct or indirect common *de jure* control with Sinclair. Such conduct violates STELAR, 47 U.S.C. 325(b)(3)(C)(iv), and is *per se* bad faith under Section 76.65(b)(viii).

46. Sinclair expressed its view that it may have local marketing agreements or other arrangements that allow it to negotiate on behalf of the Non-Sinclair Controlled Stations. However, as mentioned above, the law references "*de jure* control," not a broader standard, such as *de facto* control or attributable interest. *De jure* control means an interest of more than 50%. *See*, *e.g.*, 47 C.F.R. § 1.2110(c)(2); Matter of Corporate Ownership Reporting and Disclosure by Broadcast Licensees, *Report and Order*, 97 F.C.C.2d 997, 1018 & n.47 (1984) (noting that an ownership interest "exceeding 50%" "reflects the line of *de jure* control").

47. A local marketing agreement with a station may give Sinclair an attributable interest in that station. *See* 47 C.F.R. § 73.3555 n.2(j)(2). **But it does not give Sinclair *de jure* control over such station**. By the same token, for example, a 5% interest held by Sinclair in another broadcast station would be enough to give Sinclair an attributable interest in that

broadcast station. *See* 47 C.F.R. § 73.3555 n.2(a). But it would fall short of *de jure* control by some 46%, and Sinclair would not be allowed to negotiate on behalf of such a partly owned station under the unambiguous mandate of STELAR.

48. DISH has been informed that a separate negotiator is being used to negotiate on behalf of the Harrington-Represented Stations. However, Mr. Harrington has failed to respond to questions from DISH that would enable DISH to determine whether Mr. Harrington's representation of the Harrington-Represented Stations is in compliance with STELAR and Commission rules. *See* Suppl. Ordonez Declaration ¶ 6 and Exhibit 7. And, Sinclair still appears to be coordinating negotiations for eight of the 32 stations, in continued violation of the law.

IX. COUNT III – REFUSAL TO NEGOTIATE

49. DISH hereby incorporates as if fully restated the allegations in paragraphs 1 through 48 herein.

50. Sinclair demanded that DISH agree to not even negotiate a retransmission agreement for the Sinclair Stations for one year unless DISH allows Sinclair to jointly negotiate on behalf of stations in the same market that are not under common *de jure* control with Sinclair. Sinclair acquiesced only *after* DISH filed its Complaint with the Commission. A refusal to negotiate, under any circumstances, is *per se* bad faith under Section 76.65(b)(i).

51. In addition, Sinclair stated that it does "not intend to extend . . . further in the absence of final agreement on all points including the issues surrounding the Non-Sinclair Owned Cable Network." *See* Exhibit 8. A refusal to negotiate under any circumstances, is *per se* bad faith under Section 76.65(b)(i), and a take it or leave it approach is "not consistent with an affirmative obligation to negotiate in good faith." *Good Faith Order* ¶ 43.

X. REQUEST FOR RELIEF

Wherefore, DISH respectfully requests that the Commission act expeditiously to address Sinclair's bad faith and (i) find that, pursuant to 47 U.S.C. § 325(b)(3)(C)(ii) and 47 C.F.R. § 76.65, Sinclair has breached its statutory obligation to negotiate in good faith a retransmission consent agreement with DISH; and (ii) award such other relief that the Commission deems just and appropriate.

DISH also requests that the Commission grant preliminary injunctive relief during the pendency of this Verified Amended and Restated Retransmission Complaint to require Sinclair and its representatives to immediately cease tying carriage of the Non-Sinclair Owned Cable Network with the Sinclair local stations.

In addition, DISH requests that the Commission grant preliminary injunctive relief during the pendency of this Amended Complaint to require Sinclair and its representatives to immediately cease coordinating negotiations or negotiating on a joint basis for any of the Non-Sinclair Controlled Stations or its representatives, and to specifically prohibit Sinclair and its representatives from:

(i) sharing any information with the Non-Sinclair Controlled Stations relating to retransmission consent or retransmission consent negotiations with DISH, including, but not limited to, the negotiating strategy of Sinclair, or the type or value of any consideration sought by Sinclair;

(ii) receiving any information from the Non-Sinclair Controlled Stations relating to retransmission consent or retransmission consent negotiations with DISH, including, but not limited to, the negotiating strategy of the Non-Sinclair Controlled Stations, or the type or value of any consideration sought by the Non-Sinclair Controlled Stations;

(iii) delegating the authority to negotiate or approve a retransmission consent agreement with DISH by Sinclair to the Non-Sinclair Controlled Stations;

(iv) delegating the authority to negotiate or approve a retransmission consent agreement with DISH by the Non-Sinclair Controlled Stations to Sinclair;

(v) delegating the authority to negotiate or approve a retransmission consent agreement with DISH by Sinclair and the Non-Sinclair Controlled Stations to a common third party;

(vi) designating a negotiator for the Non-Sinclair Controlled Stations to negotiate a retransmission consent agreement with DISH while continuing to share information and negotiating strategy between such negotiator and Sinclair; and

(vii) entering into any informal, formal, tacit or other agreement and/or conduct that signals or is designed to facilitate coordination regarding retransmission terms or agreements with DISH between or among Sinclair and the Non-Sinclair Controlled Stations.

DISH Network L.L.C.

By: _____

Jeffrey H. Blum
Senior Vice President and
Deputy General Counsel
Alison Minea
Director and Senior Counsel, Regulatory Affairs
Hadass Kogan
Corporate Counsel
DISH Network L.L.C.
1110 Vermont Ave NW, Suite 750
Washington, DC 20005
(202) 293-0981

Dated: August 26, 2015

DECLARATION OF MELISA ORDONEZ

1. I, Melisa Ordonez, being over 18 years of age, swear and affirm as follows:

2. I make this declaration using facts of which I have personal knowledge or based on information provided to me, and in connection with DISH Network L.L.C.'s ("DISH's") attempt to negotiate for a renewal of its retransmission consent agreement for local broadcast stations owned by Sinclair Broadcast Group, Inc. ("Sinclair").

3. I am currently the Programming General Manager for DISH. In that capacity, I am responsible for negotiating retransmission consent contracts for DISH with every local broadcast station in the United States. I am the lead negotiator in DISH's effort to negotiate for a renewal of its retransmission consent agreement for local broadcast stations owned by Sinclair.

4. I first contacted Sinclair on June 9, 2015 to discuss renewal of DISH's retransmission consent agreement for carriage of the 121 local broadcast stations over which Sinclair exercises *de jure* control, or with whom it has a joint negotiating arrangement (the "Sinclair Stations"). Sinclair finally sent a first response on July 9, 2015.

5. Sinclair's July 9, 2015 offer proposed that the new agreement would cover "all stations Sinclair owns or has de jure control over, as a result of LMAs, JSAs or similar agreements, which are being provided services pursuant to grandfathering of FCC rules (as well as after acquired stations, pursuant to existing provision on this point in existing agreement)." *See* Exhibit 1. Then, on July 25, 2015, Sinclair sent the list of stations that it demanded to negotiate for. *See* Exhibit 2. The station list that Sinclair sent included the Sinclair Stations, plus 32 other stations that are not under Sinclair's direct or indirect *de jure* control and which are located in local markets where there is at least one station under direct or indirect common *de jure* control with Sinclair (the "Non-Sinclair Controlled Stations").

6. In an email to Sinclair's negotiating representative dated July 20, 2015, 12:06 AM, I noted that Sinclair was proposing to "negotiate on behalf of stations not directly or indirectly under common de jure control of Sinclair in the same DMA," which expressly violates Section 325 of the Communications Act, as amended by STELAR. I explicitly requested that "Sinclair stop coordinating negotiations or negotiating on a joint basis" for the stations in Sinclair's proposal that Sinclair does not own. *See* Exhibit 2, pp. 4-5.

7. In an email dated July 20, 2015, 8:14 AM, Sinclair's negotiating representative stated that "Sinclair disagrees with your legal conclusion that we have offered to negotiate on behalf of any stations with respect to which we do not have 'de jure' control," claiming that "[t]hrough grandfathering rights provided by a combination of statutory provisions and FCC regulations. . . Sinclair has the legitimate and lawful right to be in 'control' of each of the stations referenced in your email" because of the existence of certain Local

Marketing Agreements ("LMAs") and Joint Sales Agreements ("JSAs"). *See* Exhibit 2, at p. 2.

8. In an email dated July 21, 2015, 12:26 PM, I reiterated DISH's disagreement with Sinclair's view that Sinclair is permitted to negotiate on behalf of the Non Sinclair-Controlled Stations. I noted that under FCC rules, "*de jure* control is evidenced by holdings of greater than 50 percent of the voting stock of a corporation, or in the case of a partnership, general partnership interests" and asked that Sinclair state "which, if any, of the referenced stations meet this requirement with respect to Sinclair." *See* Exhibit 2, at p.1.

9. On July 21, 2015, I spoke by telephone with Sinclair. Warren Schlichting, Senior Vice President, Media Sales and Programming for DISH, was also on the telephone call. During the call, Sinclair's negotiating representative indicated that he recognized that the Federal Communications Commission ("FCC") might agree with DISH's view that Sinclair does not have the right to negotiate for the Non-Sinclair Controlled Stations. Sinclair's negotiating representative, nevertheless, stated that the current DISH-Sinclair retransmission consent agreement would expire before the FCC would rule on a retransmission consent complaint, if DISH were to file one. Sinclair's negotiating representative suggested that DISH should focus on signing a renewal with Sinclair rather than pursuing relief before the FCC. When I reiterated DISH's objection to including the Non-Sinclair Controlled Stations in any new agreement, Sinclair's negotiating representative stated that if that was DISH's position, DISH and Sinclair should issue a press release announcing that the two companies will not be doing business with one another and that the two parties would not negotiate again for a year.

10. Unless the FCC grants DISH's request for preliminary injunctive relief, DISH will be irreparably harmed. Sinclair is violating the Communications Act and the Commission's rules by demanding to include the Non-Sinclair Controlled Stations in any new agreement as a condition for DISH to receive retransmission consent to carry the Sinclair Stations. Absent relief, both DISH and consumers will be irreparably harmed. If DISH refuses to capitulate to Sinclair's bad faith tactics, Sinclair may black out all 153 stations, leaving DISH subscribers in 79 markets without access to one or more local broadcast stations. DISH will be irreparably harmed if any customers choose to switch TV providers and never return to DISH. And, if DISH is forced to include the Non-Sinclair Controlled Stations in a contract renewal for the Sinclair Stations, the burden from carriage of potentially unwanted stations will be irreparably inflicted on DISH and its subscribers even if Sinclair is ultimately required to unwind the agreement as a result of the Commission's decision.

The foregoing declaration has been prepared using facts of which I have personal knowledge or based upon information provided to me. I declare under penalty of perjury that the foregoing is true and correct to the best of my current information, knowledge, and belief.

Executed on August 15, 2015

_____

Melisa Ordonez
Programming General Manager
DISH Network L.L.C.

DECLARATION OF WARREN SCHLICHTING

1. I, Warren Schlichting, being over 18 years of age, swear and affirm as follows:

2. I make this declaration using facts of which I have personal knowledge or based on information provided to me, and in connection with DISH Network L.L.C.'s ("DISH's") attempt to negotiate for a renewal of its retransmission consent agreement for local broadcast stations owned by Sinclair Broadcast Group, Inc. ("Sinclair").

3. I am currently the Senior Vice President, Media Sales and Programming, for DISH. In that capacity, I am responsible for overseeing the negotiation of retransmission consent contracts for DISH with every local broadcast station in the United States.

4. DISH and Sinclair have been making steady progress in their recent negotiations, and DISH was hopeful that mutual agreement would be reached to renew DISH's retransmission rights for the Sinclair Stations in due course. In that spirit, on August 14, 2015, DISH offered a short-term contract extension to Sinclair that would include a retroactive "true-up" when new rates were agreed upon, and would preserve the ability of DISH customers to access the Sinclair Stations while negotiations continued. The "true-up" would ensure that Sinclair was made whole at the new rates for the period of any contract extension. Sinclair unfortunately is running a crawl message on some or all of its stations, which reads: "Attention DISH Network Subscribers. At the end of the day Saturday we expect DISH to stop carrying this station. The station will still be available on DirecTV, your local cable provider and for free over the air. DISH subscribers will be the only viewers who lose access to this station's great programming. DISH can be reached at (855) 318-0572. We apologize any inconvenience..." However, instead of accepting DISH's good faith offer, Sinclair is threatening the largest local channel blackout in the history of television, which would block DISH customers' access to 153 local channels (the 121 Sinclair Stations plus the 32 Non-Sinclair Controlled Stations) in 79 markets. Rather than negotiating in good faith, it is clear from these actions that Sinclair is seeking to intentionally harm and exploit millions of innocent consumers to gain negotiating leverage. Because DISH offered to retroactively "true-up" Sinclair when new rates were agreed upon, Sinclair has nothing to lose and consumers have everything to gain from an extension of our existing contract that would allow negotiations to continue. Instead, Sinclair has rejected our offer and has chosen to use innocent consumers as pawns to gain leverage for the economic benefit of Sinclair, while causing substantial harm and disruption to the lives of those very same consumers who ultimately will bear the brunt of the unfair price increases sought by Sinclair.

The foregoing declaration has been prepared using facts of which I have personal knowledge or based upon information provided to me. I declare under penalty of perjury that the foregoing is true and correct to the best of my current information, knowledge, and belief.

Executed on August 15, 2015

_____

Warren Schlichting
Senior Vice President, Media Sales and Programming
DISH Network L.L.C.

SUPPLEMENTAL DECLARATION OF MELISA ORDONEZ

1. I, Melisa Ordonez, being over 18 years of age, swear and affirm as follows:

2. I make this declaration using facts of which I have personal knowledge or based on information provided to me, and in connection with DISH Network L.L.C.'s ("DISH's") attempt to negotiate for a renewal of its retransmission consent agreement for local broadcast stations owned by Sinclair Broadcast Group, Inc. ("Sinclair").

3. I am currently the Programming General Manager for DISH. In that capacity, I am responsible for negotiating retransmission consent contracts for DISH with every local broadcast station in the United States. I am the lead negotiator in DISH's effort to negotiate for a renewal of its retransmission consent agreement for local broadcast stations owned by Sinclair.

4. This Supplemental Declaration provides facts to support additional allegations contained in DISH's Verified Amended and Restated Retransmission Complaint and Request for Preliminary Injunctive Relief.

5. On August 15, 2015, Sinclair's negotiating representative informed me through an e-mail communication that although Sinclair continues "to disagree with Dish's view that we are not permitted to negotiate retrans for stations we provide services to under JSAs, in order to eliminate any controversy we are prepared to discontinue such negotiation in any market where we also own a station. With one exception, each of these stations has retained Cliff Harrington with the law firm of Pillsbury Winthrop Shaw Pittman to represent them." *See* Exhibit 6. The list of stations being represented by Mr. Harrington is set forth in Exhibit 6, (the "Harrington-Represented Stations"). Nevertheless, as of the date of this Amended Complaint, it appears that Sinclair is still coordinating negotiations for eight stations that Sinclair does not have de jure control over and are located in local markets where there is at least one other station that is under direct or indirect common de jure control with Sinclair. Those stations are: WVAH (Charleston, WV); WTTE (Columbus, OH); WRGT (Dayton, OH); WNUV (Baltimore, MD); WMYA (Greenville, SC); WWMB (Florence-Myrtle Beach, SC); WLYH (Harrisburg, PA); and KXVO (Omaha, NE).

6. On August 15, 2015, I requested in an e-mail communication that Mr. Harrington answer a number of questions to determine whether Mr. Harrington's representation of the Harrington-Represented Stations is in compliance with STELAR and Commission rules. *See* Exhibit 7. As of the filing of this Amended and Restated Retransmission Complaint, Mr. Harrington has not provided a response to the questions from my August 15, 2015 e-mail.

7. On August 15, 2015, DISH entered into a temporary extension with Mr. Harrington for carriage of the Harrington-Represented Stations. This extension was renewed on August 24, 2015 and is currently set to expire on August 31, 2015.

8. Also on August 15, 2015, DISH and Sinclair reached a short-term temporary extension for the Sinclair Stations (as defined above in the Amended and Restated Retransmission Complaint). Between August 15, 2015 and the submission of this Amended and Restated Retransmission Complaint, DISH and Sinclair had been making steady progress. As of August 25, 2015, DISH and Sinclair have reached agreement on rates and all terms for the carriage of the Sinclair local stations, but had yet to sign a new retransmission consent agreement.

9. On the morning of August 25, 2015 Sinclair rejected DISH's extension offers, explaining that Sinclair does "not intend to extend that further in the absence of final agreement on all points including the issues surrounding the [Non-Sinclair Owned Cable Network.]" *See* Exhibit 8. DISH has repeatedly offered an extension to Sinclair to preserve carriage of the Sinclair local channels for DISH customers during continued negotiations. DISH's contract extension offers to Sinclair have included a retroactive "true-up" when new rates are agreed upon, and would have preserved the ability of DISH customers to access the Sinclair local stations while the negotiations continued. The "true-up" would have ensured that Sinclair was made whole at the new rates for the period of any contract extension.

10. On August 25, 2015, minutes before the retransmission consent agreement was to expire, Ms. Ordonez again offered to extend the agreement between DISH and Sinclair. Sinclair's negotiating representative refused this offer. As a result, on August 25, 2015 at 5:00 p.m. ET, the short-term extensions between DISH and Sinclair expired. DISH customers in 79 markets have lost access to 129 local broadcast stations.

The foregoing declaration has been prepared using facts of which I have personal knowledge or based upon information provided to me. I declare under penalty of perjury that the foregoing is true and correct to the best of my current information, knowledge, and belief.

Executed on August 25, 2015

_____

Melisa Ordonez
Programming General Manager
DISH Network L.L.C.

DECLARATION OF JOSHUA CLARK

1. I, Joshua Clark, being over 18 years of age, swear and affirm as follows:

2. I make this declaration using facts of which I have personal knowledge or based on information provided to me, and in connection with DISH Network L.L.C.'s ("DISH's") attempt to negotiate for a renewal of its retransmission consent agreement for local broadcast stations owned by Sinclair Broadcast Group, Inc. ("Sinclair").

3. I am currently the Vice President, Programming, for DISH. In that capacity, I am responsible for overseeing the negotiation of contracts for the various programming channels that DISH offers to its customers.

4. As of August 25, 2015, DISH and Sinclair have not signed a retransmission consent agreement, despite having reached agreement on rates and terms for the carriage of the Sinclair Stations (as defined above in the Amended and Restated Retransmission Complaint).

5. Sinclair has demanded that, as a condition to signing a new retransmission agreement, DISH must agree to terms and conditions for future carriage rights of a cable network that Sinclair hopes to acquire, but does not own today (the "Non-Sinclair Owned Cable Network"). DISH and Sinclair have not reached an agreement regarding the terms and conditions of future carriage rights of the Non-Sinclair Owned Cable Network, and Sinclair continues to insist on tying the future carriage rights of this channel with the carriage of the Sinclair Stations.

6. On the evening of August 25, 2015 – several hours after the Sinclair stations went dark – Sinclair reiterated its demands regarding the Non-Sinclair Owned Cable Network during a phone call between myself, Ms. Ordonez, and Sinclair's negotiating representatives. After DISH did not agree to Sinclair's terms for carriage of the Non-Sinclair Owned Cable Channel, Sinclair's negotiating representative suggested that DISH would be more likely to rethink its position after losing "a couple hundred thousand subscribers."

The foregoing declaration has been prepared using facts of which I have personal knowledge or based upon information provided to me. I declare under penalty of perjury that the foregoing is true and correct to the best of my current information, knowledge, and belief.

Executed on August 25, 2015

Joshua Clark
Vice President, Programming
DISH Network L.L.C.

VERIFICATION

I have read and reviewed the forgoing Verified Amended and Restated Retransmission Complaint and Request for Preliminary Injunctive Relief and, to the best of my knowledge, information, and belief formed after reasonably inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification or reversal of existing law, and that it is not interposed for any improper purpose. I verify under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief. Executed on August 26, 2015.

_____

Jeffrey H. Blum
Senior Vice President and Deputy General Counsel
DISH Network L.L.C.

EXHIBIT 1

DISH RENEWAL PROPOSAL

Term: Three year term, beginning 12:01 a.m., Eastern Time, on [redacted] and ending at 5:00 p.m., Eastern Time, on [redacted].

Agreement: A new agreement will be entered into by the parties containing terms consistent with the current Retransmission Consent Agreement between the parties, except to the extent modified hereby.

Stations: Covers all stations Sinclair owns or has de jure control over, as a result of LMAs, JSAs or similar agreements, which are being provided services pursuant to grandfathering of FCC rules (as well as after acquired stations, pursuant to existing provision on this point in existing agreement).

[redacted] [redacted]

[redacted] [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

EXHIBIT 2

Begin forwarded message:

From: [redacted]@sbgtv.com>
Date: June 25, 2015 at 2:26:15 PM MDT
To: "Ordonez, Melisa" <Melisa.Ordonez@dish.com>
Subject: RE: Station List

List of all stations (and their network affiliations) we own or provide services to is attached.
Looking forward to next week's meeting. -- [redacted]

-----Original Message-----
From: Ordonez, Melisa [mailto:Melisa.Ordonez@dish.com]
Sent: Thursday, June 25, 2015 4:19 PM
To: [redacted]
Subject: Re: Station List

[redacted]

On Jun 25, 2015, at 2:17 PM, [redacted]@sbgtv.com> wrote:

Sure. [redacted]

-----Original Message-----
From: Ordonez, Melisa [mailto:Melisa.Ordonez@dish.com]
Sent: Thursday, June 25, 2015 4:17 PM
To: [redacted]
Subject: Station List

[redacted]- Would you mind sending me a station list prior to our meeting in July?

Market	Market Rank	Station	Affiliation	Channel
Washington, DC	8	WJLA	ABC	Primary
Washington, DC	8	WJLA	Live Well Network	Third
Washington, DC	8	WJLA	MeTV	Second
Seattle/Tacoma, WA	12	KOMO	ABC	Primary
Seattle/Tacoma, WA	12	KOMO	This TV	Second
Seattle/Tacoma, WA	12	KOMO	Grit	Third
Seattle/Tacoma, WA	12	KUNS	Univision	Primary
Seattle/Tacoma, WA	12	KUNS	MundoFox	Second
Minneapolis/St. Paul, MN	15	WUCW	Grit	Third
Minneapolis/St. Paul, MN	15	WUCW	CW	Primary
Minneapolis/St. Paul, MN	15	WUCW	GetTV	Second
St. Louis, MO	21	KDNL	Grit	Third
St. Louis, MO	21	KDNL	GetTV	Second
St. Louis, MO	21	KDNL	ABC	Primary
Portland, OR	22	KATU	MeTV	Second
Portland, OR	22	KUNP	Univision	Primary
Portland, OR	22	KUNP	Grit	Third
Portland, OR	22	KUNP-LD	Univision	Primary
Portland, OR	22	KUNP-LD	MundoFox	Second
Portland, OR	22	KUNP-LD	Grit	Third
Portland, OR	22	KUNP	MundoFox	Second
Portland, OR	22	KATU	GetTV	Third
Portland, OR	22	KATU	ABC	Primary
Pittsburgh, PA	23	WPMY	MyTV	Primary
Pittsburgh, PA	23	WPGH	Grit	Third
Pittsburgh, PA	23	WPGH	GetTV	Second
Pittsburgh, PA	23	WPGH	FOX	Primary
Pittsburgh, PA	24	WPMY	Zuus Country	Second
Raleigh/Durham, NC	24	WLFL	Zuus Country	Second
Raleigh/Durham, NC	24	WRDC	MyTV	Primary
Raleigh/Durham, NC	24	WRDC	Grit	Second
Raleigh/Durham, NC	24	WLFL	CW	Primary
Baltimore, MD	27	WUTB	Grit	Second
Baltimore, MD	27	WUTB	MyTV	Primary
Baltimore, MD	27	WNUV	CW	Primary
Baltimore, MD	27	WNUV	GetTV	Second
Baltimore, MD	27	WBFF	This TV	Third
Baltimore, MD	27	WBFF	FOX	Primary
Baltimore, MD	27	WBFF	Weather Nation	Second
Nashville, TN	29	WUXP	MyTV	Primary
Nashville, TN	29	WZTV	Weather Nation	Second
Nashville, TN	29	WUXP	GetTV	Second
Nashville, TN	29	WZTV	FOX	Primary
Nashville, TN	29	WNAB	Zuus Country	Second
Nashville, TN	29	WNAB	Grit	Third
Nashville, TN	29	WNAB	CW	Primary
Columbus, OH	32	WWHO	CW	Primary
Columbus, OH	32	WWHO	Grit	Second
Columbus, OH	32	WTTE	GetTV	Second
Columbus, OH	32	WTTE	FOX	Primary

Columbus, OH	32	WSYX	This TV	Second
Columbus, OH	32	WSYX	MyTV	Second
Columbus, OH	32	WSYX	ABC	Primary
Salt Lake City/St. George, UT	33	KENV	NBC	Primary
Salt Lake City/St. George, UT	33	KENV	NBC	Second
Salt Lake City/St. George, UT	33	KMYU	MyTV	Primary
Salt Lake City/St. George, UT	33	KUTV	MyTV	Second
Salt Lake City/St. George, UT	33	KUTV	CBS	Primary
Salt Lake City/St. George, UT	33	KMYU	CBS	Second
Milwaukee, WI	34	WCGV	Zuus Country	Second
Milwaukee, WI	34	WCGV	MyTV	Primary
Milwaukee, WI	34	WCGV	Grit	Third
Milwaukee, WI	34	WVTV	CW	Primary
Milwaukee, WI	34	WVTV	GetTV	Second
Cincinnati, OH	35	WSTR	MyTV	Primary
Cincinnati, OH	35	WSTR	GetTV	Second
Cincinnati, OH	35	WKRC	CBS	Primary
Cincinnati, OH	35	WKRC	CW	Second
San Antonio, TX	36	KMYS	CW	Primary
San Antonio, TX	36	KMYS	MundoFox	Second
San Antonio, TX	36	WOAI	Antenna TV	Second
San Antonio, TX	36	KABB	Zuus Country	Second
San Antonio, TX	36	WOAI	NBC	Primary
San Antonio, TX	36	KABB	FOX	Primary
Asheville, NC/Greenville/Spartanburg/Anderson, SC	37	WMYA	Bounce	Third
Asheville, NC/Greenville/Spartanburg/Anderson, SC	37	WMYA	MyTV	Primary
Asheville, NC/Greenville/Spartanburg/Anderson, SC	37	WMYA	GetTV	Second
Asheville, NC/Greenville/Spartanburg/Anderson, SC	37	WLOS	ABC	Primary
Asheville, NC/Greenville/Spartanburg/Anderson, SC	37	WLOS	MyTV	Second
Asheville, NC/Greenville/Spartanburg/Anderson, SC	37	WLOS	Grit	Third
West Palm Beach/Fort Pierce, FL	38	WWHB-CA	Azteca	Primary
West Palm Beach/Fort Pierce, FL	38	WTCN-CA	MyTV	Primary
West Palm Beach/Fort Pierce, FL	38	WPEC	CBS	Primary
West Palm Beach/Fort Pierce, FL	38	WTVX	CW	Primary
West Palm Beach/Fort Pierce, FL	38	WTVX	MyTV	Third
West Palm Beach/Fort Pierce, FL	38	WPEC	Weather Nation	Second
West Palm Beach/Fort Pierce, FL	38	WTVX	Azteca	Second
West Palm Beach/Fort Pierce, FL	38	WPEC	Local Radar	Third
Grand Rapids/Kalamazoo, MI	39	WWMT	CW	Second
Grand Rapids/Kalamazoo, MI	39	WWMT	CBS	Primary
Las Vegas, NV	40	KVCW	MyTV	Second
Las Vegas, NV	40	KVCW	This TV	Third
Las Vegas, NV	40	KSNV	NBC	Primary
Las Vegas, NV	40	KSNV	Estrella TV	Second
Las Vegas, NV	40	KVCW	CW	Primary
Las Vegas, NV	40	KSNV	GetTV	Third
Oklahoma City, OK	41	KOKH	Grit	Second
Oklahoma City, OK	41	KOCB	CW	Primary
Oklahoma City, OK	41	KOKH	Weather Nation	Third
Oklahoma City, OK	41	KOCB	GetTV	Second
Oklahoma City, OK	41	KOKH	FOX	Primary
Birmingham/Tuscaloosa/Anniston, Alabama	42	WDBB	CW	Primary
Birmingham/Tuscaloosa/Anniston, Alabama	42	WABM-LD	ABC	Second

Birmingham/Tuscaloosa/Anniston, Alabama	42	WDBB	Accuweather WX	Third
Birmingham/Tuscaloosa/Anniston, Alabama	42	WABM-LD	MyTV	Primary
Birmingham/Tuscaloosa/Anniston, Alabama	42	WABM-LD	Accuweather	Third
Birmingham/Tuscaloosa/Anniston, Alabama	42	WBMA	Accuweather WX	Second
Birmingham/Tuscaloosa/Anniston, Alabama	42	WBMA	Heartland	Third
Birmingham/Tuscaloosa/Anniston, Alabama	42	WTTO	CW	Primary
Birmingham/Tuscaloosa/Anniston, Alabama	42	WTTO	GetTV	Second
Birmingham/Tuscaloosa/Anniston, Alabama	42	WDBB	ABC	Second
Birmingham/Tuscaloosa/Anniston, Alabama	42	WBMA	ABC	Primary
Harrisburg/Lancaster/ Lebanon/York, PA	43	WLYH	Grit	Second
Harrisburg/Lancaster/ Lebanon/York, PA	43	WLYH	CW	Primary
Harrisburg/Lancaster/ Lebanon/York, PA	43	WHP	MyTV	Second
Harrisburg/Lancaster/ Lebanon/York, PA	43	WHP	CBS	Primary
Norfolk, VA	44	WTVZ	Grit	Third
Norfolk, VA	44	WTVZ	MyTV	Primary
Norfolk, VA	44	WTVZ	GetTV	Second
Austin, TX	45	KEYE	Telemundo	Second
Austin, TX	45	KEYE	CBS	Primary
Greensboro/Winston-Salem/Highpoint, NC	46	WXLV	Zuus Country	Second
Greensboro/Winston-Salem/Highpoint, NC	46	WXLV	Grit	Third
Greensboro/Winston-Salem/Highpoint, NC	46	WMYV	MyTV	Primary
Greensboro/Winston-Salem/Highpoint, NC	46	WMYV	GetTV	Second
Greensboro/Winston-Salem/Highpoint, NC	46	WXLV	ABC	Primary
Buffalo, NY	52	WUTV	Zuus Country	Second
Buffalo, NY	52	WNYO	MyTV	Primary
Buffalo, NY	52	WNYO	GetTV	Second
Buffalo, NY	52	WUTV	Grit	Third
Buffalo, NY	52	WUTV	FOX	Primary
Providence, RI	53	WJAR	OSN	Cable Only
Providence, RI	53	WJAR	NBC	Primary
Providence, RI	53	WJAR	MeTV	Second
Wilkes-Barre-Scranton, PA	54	WSWB	MeTV	Second
Wilkes-Barre-Scranton, PA	54	WSWB	CW	Primary
Wilkes-Barre-Scranton, PA	54	WQMY	MyTV	Primary
Wilkes-Barre-Scranton, PA	54	WOLF	FOX	Primary
Wilkes-Barre-Scranton, PA	54	WOLF	CW	Second
Wilkes-Barre-Scranton, PA	54	WOLF	MyTV	Third
Fresno/Visalia, CA	55	KFRE	Estrella TV	Second
Fresno/Visalia, CA	55	KMPH	This TV	Second
Fresno/Visalia, CA	55	KMPH	FOX	Primary
Fresno/Visalia, CA	55	KMPH-CD	FOX	Primary
Fresno/Visalia, CA	55	KFRE	CW	Primary
Little Rock/Pine Bluff, AR	56	KATV	ABC	Primary
Little Rock/Pine Bluff, AR	56	KATV	RetroTV	Second
Little Rock/Pine Bluff, AR	56	KATV	Grit	Third
Richmond, VA	57	WRLH	This TV	Second
Richmond, VA	57	WRLH	MyTV	Second
Richmond, VA	57	WRLH	FOX	Primary
Albany, NY	58	WRGB	This TV	Second
Albany, NY	58	WRGB	CBS	Primary
Albany, NY	58	WCWN	Grit	Second
Albany, NY	58	WCWN	CBS	Third
Albany, NY	58	WCWN	CW	Primary

Tulsa, OK	59	KTUL	ABC	Primary
Tulsa, OK	59	KTUL	24/7 Weather	Second
Tulsa, OK	59	KTUL	RetroTV	Third
Mobile, AL/Pensacola, Florida	60	WPMI	NBC	Primary
Mobile, AL/Pensacola, Florida	60	WPMI	Weather Nation	Second
Mobile, AL/Pensacola, Florida	60	WJTC	Grit	Second
Mobile, AL/Pensacola, Florida	60	WJTC	Independent	Primary
Mobile, AL/Pensacola, Florida	60	WFGX	This TV	Primary
Mobile, AL/Pensacola, Florida	60	WEAR	Zuus Country	Second
Mobile, AL/Pensacola, Florida	60	WFGX	MyTV	Primary
Mobile, AL/Pensacola, Florida	60	WFGX	GetTV	Second
Mobile, AL/Pensacola, Florida	60	WEAR	ABC	Primary
Dayton, OH	63	WRGT	This TV	Second
Dayton, OH	63	WRGT	MyTV	Second
Dayton, OH	63	WRGT	FOX	Primary
Dayton, OH	63	WKEF	GetTV	Second
Dayton, OH	63	WKEF	Grit	Third
Dayton, OH	63	WKEF	ABC	Primary
Lexington, KY	64	WDKY	GetTV	Second
Lexington, KY	64	WDKY	FOX	Primary
Lexington, KY	64	WDKY	Grit	Third
Charleston/Huntington, WV	65	WVAH	Zuus Country	Second
Charleston/Huntington, WV	65	WVAH	FOX	Primary
Charleston/Huntington, WV	65	WCHS	GetTV	Second
Charleston/Huntington, WV	65	WCHS	ABC	Primary
Charleston/Huntington, WV	66	WCHS	Grit	Third
Wichita/Hutchinson Plus, KS	66	KMTW	MyTV	Primary
Wichita/Hutchinson Plus, KS	66	KMTW	GetTV	Second
Wichita/Hutchinson Plus, KS	66	KAAS	FOX	Primary
Wichita/Hutchinson Plus, KS	66	KAAS	Antenna TV	Second
Wichita/Hutchinson Plus, KS	66	KAAS-LP	FOX	Primary
Wichita/Hutchinson Plus, KS	66	KAAS-LP	Antenna TV	Second
Wichita/Hutchinson Plus, KS	66	KOCW	FOX	Primary
Wichita/Hutchinson Plus, KS	66	KOCW	Antenna TV	Second
Wichita/Hutchinson Plus, KS	66	KSAS-LD	FOX	Primary
Wichita/Hutchinson Plus, KS	66	KSAS-LD	Antenna TV	Second
Wichita/Hutchinson Plus, KS	66	KSAS	Antenna TV	Second
Wichita/Hutchinson Plus, KS	66	KSAS	FOX	Primary
Wichita/Hutchinson Plus, KS	66	KSAS-LP	FOX	Primary
Flint/Saginaw/Bay City, MI	67	WEYI	Bounce	Third
Flint/Saginaw/Bay City, MI	67	WEYI	NBC	Primary
Flint/Saginaw/Bay City, MI	67	WBSF	NBC	Second
Flint/Saginaw/Bay City, MI	67	WBSF	CW	Primary
Flint/Saginaw/Bay City, MI	67	WBSF	Grit	Third
Flint/Saginaw/Bay City, MI	67	WEYI	CW	Second
Flint/Saginaw/Bay City, MI	67	WSMH	Zuus Country	Third
Flint/Saginaw/Bay City, MI	67	WSMH	GetTV	Second
Flint/Saginaw/Bay City, MI	67	WSMH	FOX	Primary
Green Bay, WI	68	WCWF	CW	Primary
Green Bay, WI	68	WLUK	FOX	Primary
Roanoke/Lynchburg, VA	68	WSET	ABC	Primary
Roanoke/Lynchburg, VA	68	WSET	RetroTV	Second
Roanoke/Lynchburg, VA	68	WSET	Weather Nation	Third

Des Moines, IA	72	KDSM	Grit	Third
Des Moines, IA	72	KDSM	GetTV	Second
Des Moines, IA	72	KDSM	FOX	Primary
Spokane, WA	73	KLEW	Grit	Second
Spokane, WA	73	KLEW	CBS	Primary
Omaha, NE	75	KPTM	Estrella TV	Third
Omaha, NE	75	KPTM	MyTV	Second
Omaha, NE	75	KPTM	This TV	Second
Omaha, NE	75	KPTM	FOX	Primary
Omaha, NE	75	KXVO	Grit	Third
Omaha, NE	75	KXVO	This TV	Second
Omaha, NE	75	KXVO	CW	Primary
Toledo, OH	76	WNWO	RetroTV	Second
Toledo, OH	76	WNWO	NBC	Primary
Columbia, SC	77	WACH	FOX	Primary
Columbia, SC	77	WACH	GetTV	Second
Rochester, NY	78	WHAM	ABC	Primary
Rochester, NY	78	WHAM	CW	Second
Rochester, NY	78	WHAM	Grit	Third
Rochester, NY	78	WUHF	GetTV	Second
Rochester, NY	78	WUHF	FOX	Primary
Portland, ME	80	WPFO	Grit	Second
Portland, ME	80	WPFO	Fox	Primary
Portland, ME	80	WGME	GetTV	Second
Portland, ME	80	WGME	CBS	Primary
Cape Girardeau, MO/Paducah, KY	81	WDKA	Zuus Country	Third
Cape Girardeau, MO/Paducah, KY	81	WDKA	MyTV	Primary
Cape Girardeau, MO/Paducah, KY	81	WDKA	GetTV	Second
Cape Girardeau, MO/Paducah, KY	81	KBSI	MyTV	Second
Cape Girardeau, MO/Paducah, KY	81	KBSI	FOX	Primary
Springfield/Champaign/ Decatur, IL	83	WCCU	MeTV	Second
Springfield/Champaign/ Decatur, IL	83	WRSP	MeTV	Second
Springfield/Champaign/ Decatur, IL	83	WBUI	This TV	Second
Springfield/Champaign/ Decatur, IL	83	WBUI	CW	Primary
Springfield/Champaign/ Decatur, IL	83	WCCU	FOX	Primary
Springfield/Champaign/ Decatur, IL	83	WRSP	FOX	Primary
Springfield/Champaign/ Decatur, IL	83	WICS	Zuus Country	Second
Springfield/Champaign/ Decatur, IL	83	WICS	Grit	Third
Springfield/Champaign/ Decatur, IL	83	WICD	ABC	Primary
Springfield/Champaign/ Decatur, IL	83	WICS	ABC	Primary
Syracuse, NY	84	WTVH	Grit	Second
Syracuse, NY	84	WTVH	CBS	Primary
Syracuse, NY	84	WSTM	NBC	Primary
Syracuse, NY	84	WSTQ-LP	CW	Primary
Syracuse, NY	84	WSTM	CW	Second
Syracuse, NY	84	WSTM	News and Weather	Third
Madison, Wisconsin	85	WMSN	Grit	Third
Madison, Wisconsin	85	WMSN	GetTV	Second
Madison, Wisconsin	85	WMSN	FOX	Primary
Harlingen/Weslaco/Brownsville/McAllen, TX	86	KGBT	Inmigrante TV	Third
Harlingen/Weslaco/Brownsville/McAllen, TX	86	KGBT	CBS	Primary
Chattanooga, TN	87	WTVC	This TV	Second
Chattanooga, TN	87	WTVC	Weather Nation	Third

Chattanooga, TN	87	WTVC	ABC	Primary
Cedar Rapids, IA	90	KGAN	GetTV	Second
Cedar Rapids, IA	90	KGAN	CBS	Primary
Cedar Rapids, IA	90	KFXA	Zuus Country	Third
Cedar Rapids, IA	90	KFXA	Grit	Second
Cedar Rapids, IA	90	KFXA	FOX	Primary
El Paso, TX	91	KFOX	RetroTV	Second
El Paso, TX	91	KDBC	MyTV	Second
El Paso, TX	91	KDBC	CBS	Primary
El Paso, TX	91	KFOX	FOX	Primary
El Paso, TX	91	KFOX	Grit	Third
Savannah , GA	92	WTGS	FOX	Primary
Charleston, SC	98	WCIV	MeTV	Third
Charleston, SC	98	WCIV	MyTV	Second
Charleston, SC	98	WCIV	ABC	Primary
Johnstown/Altoona, PA	102	WJAC	MeTV	Second
Johnstown/Altoona, PA	102	WJAC	Grit	Third
Johnstown/Altoona, PA	102	WJAC	NBC	Primary
Myrtle Beach/Florence, SC	103	WWMB	CW	Primary
Myrtle Beach/Florence, SC	103	WWMB	CW	Second
Myrtle Beach/Florence, SC	103	WPDE	Local Weather	Second
Myrtle Beach/Florence, SC	103	WPDE	ABC	Primary
Tallahassee, FL	106	WTLF	CW	Primary
Tallahassee, FL	106	WTWC	GetTV	Third
Tallahassee, FL	106	WTWC	NBC	Primary
Tallahassee, FL	106	WTWC	FOX	Second
Reno, NV	108	KRNV	This TV	Second
Reno, NV	108	KRNV	NBC	Primary
Reno, NV	108	KRXI	RetroTV	Second
Reno, NV	108	KRXI	FOX	Primary
Reno, NV	108	KRXI	Grit	Third
Reno, NV	108	KAME	MeTV	Second
Reno, NV	108	KAME	MyTV	Primary
Boise, ID	111	KBOI	CBS	Primary
Boise, ID	111	KYUU-LD	CW	Primary
Boise, ID	111	KBOI	CW	Second
Boise, ID	111	KBOI	Grit	Third
Boise, ID	111	KYUU-LD	GetTV	Second
Peoria/Bloomington, IL	116	WHOI	ABC	Primary
Peoria/Bloomington, IL	116	WHOI	CW	Second
Macon, GA	118	WGXA	ABC	Second
Macon, GA	118	WGXA	Fox	Primary
Traverse City/Cadillac, MI	120	WGTQ	ABC	Primary
Traverse City/Cadillac, MI	120	WGTU	ABC	Primary
Traverse City/Cadillac, MI	120	WPBN	ABC	Second
Traverse City/Cadillac, MI	120	WTOM	ABC	Second
Traverse City/Cadillac, MI	120	WGTQ	NBC	Second
Traverse City/Cadillac, MI	120	WGTQ	Grit	Third
Traverse City/Cadillac, MI	120	WGTU	NBC	Second
Traverse City/Cadillac, MI	120	WGTU	Grit	Third
Traverse City/Cadillac, MI	120	WPBN	NBC	Primary
Traverse City/Cadillac, MI	120	WPBN	Grit	Third
Traverse City/Cadillac, MI	120	WTOM	NBC	Primary

Traverse City/Cadillac, MI	120	WTOM	Grit	Third
Eugene, OR	121	KTCW	NBC	Primary
Eugene, OR	121	KMCB	NBC	Primary
Eugene, OR	121	KMTR	NBC	Primary
Eugene, OR	121	KMCB	CW	Second
Eugene, OR	121	KMTR	CW	Second
Eugene, OR	121	KTCW	CW	Second
Eugene, OR	121	KPIC	CBS	Primary
Eugene, OR	121	KCBY	This TV	Second
Eugene, OR	121	KPIC	This TV	Second
Eugene, OR	121	KVAL	This TV	Second
Eugene, OR	121	KCBY	CBS	Primary
Eugene, OR	121	KVAL	CBS	Primary
Eugene, OR	121	KVAL	Grit	Third
Yakima-Pasco-Richland-Kennewick, WA	123	KEPR	CBS	Primary
Yakima-Pasco-Richland-Kennewick, WA	123	KEPR	CW	Second
Yakima-Pasco-Richland-Kennewick, WA	123	KEPR	Grit	Third
Yakima-Pasco-Richland-Kennewick, WA	123	KIMA	CBS	Primary
Yakima-Pasco-Richland-Kennewick, WA	123	KIMA	CW	Second
Yakima-Pasco-Richland-Kennewick, WA	123	KIMA	Grit	Third
Yakima-Pasco-Richland-Kennewick, WA	123	KORX	Univision	Primary
Yakima-Pasco-Richland-Kennewick, WA	123	KUNW-CD	Univision	Primary
Yakima-Pasco-Richland-Kennewick, WA	123	KVVK-CD	Univision	Primary
Bakersfield, CA	126	KBFX-CD	This TV	Second
Bakersfield, CA	126	KBFX-CD	Weather Nation	Cable Only
Bakersfield, CA	126	KBFX-CD	FOX	Primary
Bakersfield, CA	126	KBAK	Fox	Second
Bakersfield, CA	126	KBAK	CBS	Primary
Bakersfield, CA	126	KBAK	Grit	Third
Amarillo, TX	130	KVIH	CW	Second
Amarillo, TX	130	KVIH	Grit	Third
Amarillo, TX	130	KVII	CW	Second
Amarillo, TX	130	KVII	Grit	Third
Amarillo, TX	130	KVIH	ABC	Primary
Amarillo, TX	130	KVII	ABC	Primary
Columbia/Jefferson City, MO	138	KRCG	CBS	Primary
Columbia/Jefferson City, MO	138	KRCG	GetTV	Second
Columbia/Jefferson City, MO	139	KRCG	Grit	Third
Medford, OR	140	KTVL	CBS	Primary
Medford, OR	140	KTVL	CW	Second
Medford, OR	140	KTVL	Grit	Third
Beaumont, TX	141	KBTV	Bounce	Second
Beaumont, TX	141	KBTV	FOX	Primary
Beaumont, TX	141	KFDM	CBS	Primary
Beaumont, TX	141	KFDM	Grit	Third
Beaumont, TX	141	KFDM	CW	Second
Sioux City, IA	147	KMEG	Grit	Second
Sioux City, IA	147	KMEG	CBS	Primary
Sioux City, IA	147	KBVK-LD	FOX	Primary
Sioux City, IA	147	KPTH	This TV	Second
Sioux City, IA	147	KPTH	MyTV	Second
Sioux City, IA	147	KPTH	FOX	Primary
Sioux City, IA	147	KPTH	Azteca	Third

Sioux City, IA	147	KPTP-LD	FOX	Primary
Albany, GA	150	WFXL	Bounce	Second
Albany, GA	150	WFXL	FOX	Primary
Albany, GA	150	WXFL	Grit	Third
Wheeling, WV/ Steubenville, OH	158	WTOV	MeTV	Third
Wheeling, WV/ Steubenville, OH	158	WTOV	Fox	Second
Wheeling, WV/ Steubenville, OH	158	WTOV	NBC	Primary
Gainesville, FL	163	WNBW	NBC	Primary
Gainesville, FL	163	WNBW	MeTV	Second
Gainesville, FL	163	WGFL	MyTV	Second
Gainesville, FL	163	WGFL	CBS	Primary
Quincy, IL/Hannibal, MO/Keokuk, IA	171	KHQA	ABC	Second
Quincy, IL/Hannibal, MO/Keokuk, IA	171	KHQA	CBS	Primary
Quincy, IL/Hannibal, MO/Keokuk, IA	171	KHQA	Grit	Third
Marquette, MI	180	WLUC	NBC	Primary
Marquette, MI	180	WLUC	FOX	Second
Marquette, MI	180	WLUC	Grit	Third
Ottumwa, IA/Kirksville, MO	199	KTVO	CBS	Second
Ottumwa, IA/Kirksville, MO	199	KTVO	ABC	Primary

EXHIBIT 3

From: [redacted]@sbgtv.com]
Sent: Tuesday, July 21, 2015 12:38 PM
To: Ordonez, Melisa
Cc: Schlichting, Warren
Subject: Re: DISH - SINCLAIR

Follow Up Flag: Follow up
Flag Status: Flagged

Hey, Melisa -- I think a call might be best at this point. I am available anytime tomorrow other than from 2-4:30 my time. Please let me know what works for you. [redacted]

On Jul 21, 2015, at 12:26 PM, Ordonez, Melisa <Melisa.Ordonez@dish.com> wrote:

[redacted]

[redacted]

[redacted]

Also, we disagree with your view that Sinclair is in "de jure" control of the stations referenced in our July 20, 2015 email or that Sinclair is permitted to negotiate on their behalf. Pursuant to 47 U.S.C. 325(b)(3)(C)(iv), as amended by the STELA Reauthorization Act of 2014, a television broadcast station is prohibited from "coordinating negotiations or negotiating on a joint basis with another television broadcast station in the same local market (as defined in section 122(j) of title 17, United States Code) to grant retransmission consent under this section to a multichannel video programming distributor, unless such stations are directly or indirectly under common de jure control permitted under the regulations of the Commission[.]" Under FCC rules and precedent, *de jure* control is evidenced by holdings of greater than 50 percent of the voting stock of a corporation, or in the case of a partnership, general partnership interests. Please let us know which, if any, of the referenced stations meet this requirement with respect to Sinclair.

[redacted] As for everything else you addressed or refused to address altogether, I respectfully ask you to please read what I sent you and either send a markup of the draft or send me some times that you are available to discuss.

Let me know.

Best,
Melisa

From: [redacted]@sbgtv.com]
Sent: Monday, July 20, 2015 8:14 AM
To: Ordonez, Melisa
[redacted]
Subject: RE: DISH - SINCLAIR

Melisa -- Thank you for the counter-offer. Our response follows:

1. **Stations covered by proposal**: Sinclair disagrees with your legal conclusion that we have offered to negotiate on behalf of any stations with respect to which we do not have "de jure" control. The Latin term de jure means "of right; legitimate; lawful." As you are obviously aware, FCC attribution rules treat parties to LMAs and JSAs as being in control of same market stations to which they provide certain programming or sales services. Through grandfathering rights provided by a combination of statutory provisions and FCC regulations, however, Sinclair has the legitimate and lawful right to be in "control" of each of the stations referenced in your email for either an indefinite period of time, in the case of LMAs, or through December of 2016, in the case of JSAs. As a result we are in "de jure" control of these stations and permitted to negotiate on their behalf.

[redacted]

We look forward to your response and to quickly determining whether or not we will be able to find a path for DISH to continue to have the right to retransmit our stations.

From: Ordonez, Melisa [mailto:Melisa.Ordonez@dish.com]
Sent: Monday, July 20, 2015 12:06 AM
To:
Cc: Ordonez, Melisa
Subject: DISH - SINCLAIR

Attached is our proposed form for our new agreement.

And lastly, per our conversation, you will notice that we only included stations that we believe you have the right to negotiate for.

As you know, FCC rules, pursuant to STELAR, "prohibit a television broadcast station from coordinating negotiations or negotiating on a joint basis with another television broadcast station in the same local market (as defined in section 122(j) of title 17, United States Code) to grant retransmission consent under this section to a [MVPD], unless such stations are directly or indirectly under common de jure control permitted under the regulations of the Commission." 76.65(b). Your recent proposal to negotiate on behalf of stations not directly or indirectly under common de jure control of Sinclair in the same DMA expressly violates this rule. For example, in the Baltimore DMA, Sinclair proposes negotiating for its owned station, WBFF-Fox, as well as for two other stations not under de jure control

of Sinclair — WNUV-CW (owned by Cunningham Broadcasting) and WUTB-MNT (owned by Deerfield Media). Accordingly, DISH requests that Sinclair stop coordinating negotiations or negotiating on a joint basis for the stations below. We really appreciate your anticipated cooperation.

DMA	Affiliation & Call Sign	Owner
Baltimore, MD	CW WNUV	Cunningham Broadcasting Corporation
Baltimore, MD	MNT WUTB	Deerfield Media
Beaumont, TX	FOX KBTV	Deerfield Media
Cedar Rapids, IA	FOX KFXA	Second Generation of Iowa, Ltd.
Champaign, IL	CW WBUI	GOCOM Media, LLC
Champaign, IL	FOX WRSP	GOCOM Media of Illinois, LLC
Charleston, WV	FOX WVAH	Cunningham Broadcasting Corporation
Cincinnati, OH	MNT WSTR	Deerfield Media
Columbus, OH	FOX WTTE	Cunningham Broadcasting Corporation
Columbus, OH	CW WWHO	Manhan Media, Inc.
Dayton, OH	FOX WRGT	Cunningham Broadcasting Corporation
Eugene, OR	NBC KMTR	Roberts Media, LLC
Eugene, OR	CW KMTRD	Roberts Media, LLC
Flint, MI	CW WBSF	Cunningham Broadcasting Corporation
Flint, MI	NBC WEYI	Howard Stirk Holdings LLC
Florence-Myrtle Beach, SC	CW WWMB	Howard Stirk Holdings
Greenville, SC	MNT WMYA	Cunningham Broadcasting Corporation
Harrisburg, PA	CW WLYH	Nexstar Broadcasting Group, Inc.
Mobile, AL-Pensacola, FL	IND WJTC	Deerfield Media
Mobile, AL-Pensacola, FL	NBC WPMI	Deerfield Media
Nashville, TN	CW WNAB	TENNESSEE BROADCASTING, LLC
Omaha, NE	CW KXVO	Mitts Telecasting Company, LLC
Paducah, KY	MNT WDKA	WDKA Acquisition Corporation
Portland-Auburn, ME	FOX WPFO	Corporate Media Consultants Group
Reno, NV	MNT KAME	Deerfield Media
Reno, NV	NBC KRNV	Intermountain West Communications
Rochester, NY	ABC WHAM	Deerfield Media
San Antonio, TX	CW KMYS	Deerfield Media
Sioux City, IA	CBS KMEG	WAITT Broadcasting, Inc.
Tallahassee, FL	CW WTLF	MPS Media, LLC
Wichita-Hutchinson, KS	MNT KMTW	Mercury Broadcasting Company, Inc.

Once you've had time to fully review, please let me know if you'd like to discuss.

Best,
Melisa

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Sent: Tuesday, July 21, 2015 12:38 PM
To: Ordonez, Melisa
Cc: Schlichting, Warren
Subject: Re: DISH - SINCLAIR

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Melisa

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Attached is our proposed form for our new agreement.

And lastly, per our conversation, you will notice that we only included stations that we believe you have the right to negotiate for.

As you know, FCC rules, pursuant to STELAR, "prohibit a television broadcast station from coordinating negotiations or negotiating on a joint basis with another television broadcast station in the same local market (as defined in section 122(j) of title 17, United States Code) to grant retransmission consent under this section to a [MVPD], unless such stations are directly or indirectly under common de jure control permitted under the regulations of the Commission." 76.65(b). Your recent proposal to negotiate on behalf of stations not directly or indirectly under common de jure control of Sinclair in the same DMA expressly violates this rule. For example, in the Baltimore DMA, Sinclair proposes negotiating for its owned station, WBFF-Fox, as well as for two other stations not under de jure control

of Sinclair — WNUV-CW (owned by Cunningham Broadcasting) and WUTB-MNT (owned by Deerfield Media). Accordingly, DISH requests that Sinclair stop coordinating negotiations or negotiating on a joint basis for the stations below. We really appreciate your anticipated cooperation.

DMA	Affiliation & Call Sign	Owner
Baltimore, MD	CW WNUV	Cunningham Broadcasting Corporation
Baltimore, MD	MNT WUTB	Deerfield Media
Beaumont, TX	FOX KBTV	Deerfield Media
Cedar Rapids, IA	FOX KFXA	Second Generation of Iowa, Ltd.
Champaign, IL	CW WBUI	GOCOM Media, LLC
Champaign, IL	FOX WRSP	GOCOM Media of Illinois, LLC
Charleston, WV	FOX WVAH	Cunningham Broadcasting Corporation
Cincinnati, OH	MNT WSTR	Deerfield Media
Columbus, OH	FOX WTTE	Cunningham Broadcasting Corporation
Columbus, OH	CW WWHO	Manhan Media, Inc.
Dayton, OH	FOX WRGT	Cunningham Broadcasting Corporation
Eugene, OR	NBC KMTR	Roberts Media, LLC
Eugene, OR	CW KMTRD	Roberts Media, LLC
Flint, MI	CW WBSF	Cunningham Broadcasting Corporation
Flint, MI	NBC WEYI	Howard Stirk Holdings LLC
Florence-Myrtle Beach, SC	CW WWMB	Howard Stirk Holdings
Greenville, SC	MNT WMYA	Cunningham Broadcasting Corporation
Harrisburg, PA	CW WLYH	Nexstar Broadcasting Group, Inc.
Mobile, AL-Pensacola, FL	IND WJTC	Deerfield Media
Mobile, AL-Pensacola, FL	NBC WPMI	Deerfield Media
Nashville, TN	CW WNAB	TENNESSEE BROADCASTING, LLC
Omaha, NE	CW KXVO	Mitts Telecasting Company, LLC
Paducah, KY	MNT WDKA	WDKA Acquisition Corporation
Portland-Auburn, ME	FOX WPFO	Corporate Media Consultants Group
Reno, NV	MNT KAME	Deerfield Media
Reno, NV	NBC KRNV	Intermountain West Communications
Rochester, NY	ABC WHAM	Deerfield Media
San Antonio, TX	CW KMYS	Deerfield Media
Sioux City, IA	CBS KMEG	WAITT Broadcasting, Inc.
Tallahassee, FL	CW WTLF	MPS Media, LLC
Wichita-Hutchinson, KS	MNT KMTW	Mercury Broadcasting Company, Inc.

Once you've had time to fully review, please let me know if you'd like to discuss.

Best,
Melisa

EXHIBIT 4:
Non-Sinclair Controlled Stations

No.	DMA	Call Sign & Affiliation	Licensee Name	Same-Market Sinclair Station
1	Asheville, NC/Greenville/Spartanburg/ Anderson, SC	WMYA (MNT)	Anderson (WFBC-TV) Licensee, Inc.	Sinclair Broadcast Group is the licensee of ABC affiliate WLOS in Greenville, SC.
2	Baltimore, MD	WNUV (CW)	Baltimore (WNUV-TV) Licensee, Inc.	Sinclair Broadcast Group is the licensee of FOX affiliate WBFF in Baltimore, MD.
3	Baltimore, MD	WUTB (MNT)	Deerfield Media (Baltimore) Licensee, LLC	Sinclair Broadcast Group is the licensee of FOX affiliate WBFF in Baltimore, MD.
4	Beaumont, TX	KBTV (FOX)	Deerfield Media (Port Arthur) Licensee, LLC	Sinclair Broadcast Group is the licensee of CBS affiliate KFDM in Beaumont, TX.
5	Cape Girardeau, MO/Paducah, KY	WDKA (MNT)	WDKA Acquisition Corporation	Sinclair Broadcast Group is the licensee of FOX affiliate KBSI in Paducah, KY.
6	Cedar Rapids, IA	KFXA (FOX)	Second Generation of Iowa, Ltd.	Sinclair Broadcast Group is the licensee of CBS affiliate KGAN in Cedar Rapids, IA.
7	Charleston/Huntington, WV	WVAH (FOX)	WVAH Licensee, LLC	Sinclair Broadcast Group is the licensee of ABC affiliate WCHS in Charleston, WV.
8	Cincinnati, OH	WSTR (MNT)	Entercom Atlanta License, LLC	Sinclair Broadcast Group is the licensee of CBS affiliate WKRC in Cincinnati, OH.
9	Columbus, OH	WTTE (FOX)	Columbus (WTTE-TV) Licensee, Inc.	Sinclair Broadcast Group is the licensee of ABC affiliate WSYX in Columbus, OH.
10	Columbus, OH	WWHO (CW)	Manhan Media, Inc.	Sinclair Broadcast Group is the licensee of ABC affiliate WSYX in Columbus, OH.
11	Dayton, OH	WRGT (FOX)	WRGT Licensee, LLC	Sinclair Broadcast Group is the licensee of ABC affiliate WKEF in Dayton, OH.
12	Eugene, OR	KMTR (NBC)	KMTR Television, LLC	Sinclair Broadcast Group is the licensee of CBS affiliate KVAL in Eugene, OR.
13	Eugene, OR	KMTR (CW)	KMTR Television, LLC	Sinclair Broadcast Group is the licensee of CBS affiliate KVAL in Eugene, OR.
14	Flint/Saginaw/Bay City, MI	WBSF (CW)	Flint (WBSF-TV) Licensee, Inc.	Sinclair Broadcast Group is the licensee of FOX affiliate

No.	DMA	Call Sign & Affiliation	Licensee Name	Same-Market Sinclair Station
				WSMH in Flint, MI.
15	Flint/Saginaw/Bay City, MI	WEYI (NBC)	HSH Flint (WEYI) Licensee, LLC	Sinclair Broadcast Group is the licensee of FOX affiliate WSMH in Flint, MI.
16	Harrisburg/Lancaster/ Lebanon/York, PA	WLYH (CW)	Nexstar Broadcasting, Inc.	Sinclair Broadcast Group is the licensee of CBS affiliate WHP in Harrisburg, PA.
17	Mobile, AL/Pensacola, FL	WJTC (IND)	Deerfield Media (Mobile) Licensee, LLC	Sinclair Broadcast Group is the licensee of ABC affiliate WEAR and MNT affiliate WFGX in Mobile, AL-Pensacola, FL.
18	Mobile, AL/Pensacola, FL	WPMI (NBC)	Deerfield Media (Mobile) Licensee, LLC	Sinclair Broadcast Group is the licensee of ABC affiliate WEAR and MNT affiliate WFGX in Mobile, AL-Pensacola, FL.
19	Myrtle Beach /Florence, SC	WWMB (CW)	HSH Myrtle Beach (WWMB) Licensee, LLC	Sinclair Broadcast Group is the licensee of ABC affiliate WPDE in Florence-Myrtle Beach, SC.
20	Nashville, TN	WNAB (CW)	Nashville License Holdings, L.L.C.	Sinclair Broadcast Group is the licensee of MNT affiliate WUXP and FOX affiliate WZTV in Nashville, TN.
21	Omaha, NE	KXVO (CW)	Mitts Telecasting Company, LLC	Sinclair Broadcast Group is the licensee of FOX affiliate KPTM in Omaha, NE.
22	Portland, ME	WPFO (FOX)	CMCG Portland License LLC	Sinclair Broadcast Group is the licensee of CBS affiliate WGME in Portland-Auburn, ME.
23	Reno, NV	KAME (MNT)	Deerfield Media (Reno) Licensee, LLC	Sinclair Broadcast Group is the licensee of FOX affiliate KRXI in Reno, NV.
24	Reno, NV	KRNV (NBC)	Sierra Communications, LLC	Sinclair Broadcast Group is the licensee of FOX affiliate KRXI in Reno, NV.
25	Rochester, NY	WHAM (ABC)	Citicasters Licenses, Inc.	Sinclair Broadcast Group is the licensee of FOX affiliate WUHF in Rochester, NY.
26	San Antonio, TX	KMYS (CW)	Deerfield Media (San Antonio) Licensee, LLC	Sinclair Broadcast Group is the licensee of FOX affiliate KABB and NBC affiliate WOAI in San Antonio, TX.
27	Sioux City, IA	KMEG (CBS)	WAITT Broadcasting,	Sinclair Broadcast Group is

No.	DMA	Call Sign & Affiliation	Licensee Name	Same-Market Sinclair Station
			Inc.	the licensee of FOX affiliate KPTH in Sioux City, IA.
28	Springfield/Champaign/ Decatur, IL	WBUI (CW)	GOCOM Media of Illinois, LLC	Sinclair Broadcast Group is the licensee of ABC affiliates WICD and WICS in Champaign, IL.
29	Springfield/Champaign/ Decatur, IL	WRSP (FOX)	GOCOM Media of Illinois, LLC	Sinclair Broadcast Group is the licensee of ABC affiliates WICD and WICS in Champaign, IL.
30	Tallahassee, FL	WTLF (CW)	MPS Media of Tallahassee License, LLC	Sinclair Broadcast Group is the licensee of NBC affiliate WTWC and FOX affiliate WTWC2.
31	Traverse City/Cadillac, MI	WGTU (ABC)	Traverse City (WGTU-TV) Licensee, Inc.	Sinclair Broadcast Group is the licensee of NBC affiliate WPBN.
32	Wichita/Hutchinson Plus, KS	KMTW (MNT)	Mercury Broadcasting Company, Inc.	Sinclair Broadcast Group is the licensee of FOX affiliate KSAS in Wichita-Hutchinson, KS.

EXHIBIT 5:
Station and Ownership Information for the Non-Sinclair Controlled Stations

No.	DMA	Affiliation & Call Sign	Licensee Name	Disclosed holder of 50% or greater voting stock	FCC Form 323 Ownership Report File No.
1	Asheville, NC/ Greenville/ Spartanburg/ Anderson, SC	WMYA (MNT)	Anderson (WFBC-TV) Licensee, Inc.	Anderson (WFBC--TV), Inc.	BOR-20131220HEJ
2	Baltimore, MD	WNUV (CW)	Baltimore (WNUV-TV) Licensee, Inc.	Baltimore (WNUV-TV), Inc.	BOR-20131220HEO
3	Baltimore, MD	WUTB (MNT)	Deerfield Media (Baltimore) Licensee, LLC	Deerfield Media (Baltimore), Inc.	BOA-20131220HLK
4	Beaumont, TX	KBTV (FOX)	Deerfield Media (Port Arthur) Licensee, LLC	Deerfield Media (Port Arthur), Inc.	BOA-20131220HSZ
5	Cape Girardeau, MO/Paducah, KY	WDKA (MNT)	WDKA Acquisition Corporation	Paul T. Lucci	BOA-20131219ARV
6	Cedar Rapids, IA	KFXA (FOX)	Second Generation of Iowa, Ltd.	Thomas J. Embrescia	BOA-20131113ATV
7	Charleston/ Huntington, WV	WVAH (FOX)	WVAH Licensee, LLC	Feddora, Inc.	BOR-20131220HFH
8	Cincinnati, OH	WSTR (MNT)	Entercom Atlanta License, LLC	Lincoln Financial Media Company	BOA-20111130AYQ
9	Columbus, OH	WTTE (FOX)	Columbus (WTTE-TV) Licensee, Inc.	Columbus (WTTE-TV), Inc.	BOS-20121108ANA
10	Columbus, OH	WWHO (CW)	Manhan Media, Inc.	Stephen P. Mumblow	BOS-20120330APB
11	Dayton, OH	WRGT (FOX)	WRGT Licensee, LLC	Feddora, Inc.	BOR-20131220HEX
12	Eugene, OR	KMTR (NBC)	KMTR Television, LLC	Roberts Media, LLC	BOA-20131220GWQ
13	Eugene, OR	KMTR (CW)	KMTR Television, LLC	Roberts Media, LLC	BOA·20131220GWQ
14	Flint/Saginaw/Bay City, MI	WBSF (CW)	Flint (WBSF-TV) Licensee, Inc.	Barrington Bay City LLC	BOA-20111129FYM
15	Flint/Saginaw/Bay City, MI	WEYI (NBC)	HSH Flint (WEYI) Licensee, LLC	HSH Flint (WEYI), LLC	BOS-20140218AGM
16	Harrisburg/Lancaster/Lebanon/York,	WLYH (CW)	Nexstar Broadcasting, Inc.	Nexstar Finance Holdings	BOA-20131219CBK

No.	DMA	Affiliation & Call Sign	Licensee Name	Disclosed holder of 50% or greater voting stock	FCC Form 323 Ownership Report File No.
	PA				
17	Mobile, AL/Pensacola, FL	WJTC (IND)	Deerfield Media (Mobile) Licensee, LLC	Deerfield Media (Mobile), Inc.	BOA-20131220HPJ
18	Mobile, AL/Pensacola, FL	WPMI (NBC)	Deerfield Media (Mobile) Licensee, LLC	Deerfield Media (Mobile), Inc.	BOS-20130131AGG
19	Myrtle Beach/ Florence- SC	WWMB (CW)	HSH Myrtle Beach (WWMB) Licensee, LLC	HSH Myrtle Beach (WWMB), LLC	BOS-20140218AGN
20	Nashville, TN	WNAB (CW)	Nashville License Holdings, L.L.C.	Nashville Broadcasting Limited Partnership	BOA-20111130KJN
21	Omaha, NE	KXVO (CW)	Mitts Telecasting Company, LLC	Thomas F. Mitts	BOA-20131212ACX
22	Portland-Auburn, ME	FOX WPFO	CMCG Portland License LLC	CMCG Portland LLC	BOA-201312191XZ
23	Reno, NV	MNT KAME	Deerfield Media (Reno) Licensee, LLC	Deerfield Media (Reno), Inc.	BOA-20131220HLU
24	Reno, NV	NBC KRNV	Sierra Communications, LLC	James E. Rogers, Trustee of the James E. Rogers Trust	BOL-20140530AQD
25	Rochester, NY	ABC WHAM	Citicasters Licenses, Inc.	Citicasters Co.	BOA-20131209PMD
26	San Antonio, TX	CW KMYS	Deerfield Media (San Antonio) Licensee, LLC	Deerfield Media (San Antonio), Inc.	BOA-20131220HSM
27	Sioux City, IA	CBS KMEG	WAITT Broadcasting, Inc.	Norman W, Waitt, Jr.	BOA-20091223ALG
28	Springfield/ Champaign/ Decatur, IL	WBUI (CW)	GOCOM Media of Illinois, LLC	GOCOM Media of Illinois, LLC	BOA-20131031ADG
29	Springfield/ Champaign/ Decatur, IL	WRSP (FOX)	GOCOM Media of Illinois, LLC	None. Highest voting stock percentage holder is J. McGregor Everett (33% of votes).	BOA-20111025AFQ
30	Tallahassee, FL	CW WTLF	MPS Media of Tallahassee License, LLC	MPS Media of Tallahassee License, LLC and Eugene J. Brown both listed as	BOA-20131113BOT

No.	DMA	Affiliation & Call Sign	Licensee Name	Disclosed holder of 50% or greater voting stock	FCC Form 323 Ownership Report File No.
				holding 100% of voting stock	
31	Traverse City/Cadillac, MI	ABC WGTU	Traverse City (WGTU-TV) Licensee, Inc.	Traverse City (WGTU-TV), Inc.	BOS-20140205AFH
32	Wichita/Hutchinson Plus, KS	MNT KMTW	Mercury Broadcasting Company, Inc.	Van H. Archer III	BOA-20131030ADT

EXHIBIT 6

From: [redacted]@sbgtv.com]
Sent: Saturday, August 15, 2015 6:46 AM
To: Ordonez, Melisa <Melisa.Ordonez@dish.com>
Cc: clifford.harrington@pillsburylaw.com; [redacted] Schlichting, Warren <Warren.Schlichting@dish.com>
Subject: JSA Stations

Melisa -- Although we continue to disagree with Dish's view that we are not permitted to negotiate retrans for stations we provide services to under JSAs, in order to eliminate any controversy we are prepared to discontinue such negotiation in any market where we also own a station. With one exception, each of these stations has retained Cliff Harrington with the law firm of Pillsbury Winthrop Shaw Pittman to represent them. A list of the stations being represented by Cliff is attached hereto and I have copied Cliff on this email so you have a way to contact him. [redacted] All the best -- [redacted]

Market	Market Rank	Station	Affiliation
Baltimore, MD	27	WUTB	MyTV
Beaumont, TX	141	KBTV	FOX
Cedar Rapids, IA	90	KFXA	FOX
Columbus, OH	32	WHO	CW
Cincinnati, OH	35	WSTR	MyTV
Eugene, OR	121	KMCB	NBC
Flint/Saginaw/Bay City, MI	67	WEYI	NBC/CW
Gainesville, FL	163	WNBW	NBC
Mobile, AL/Pensacola, Florida	60	WJTC	Independent
Mobile, AL/Pensacola, Florida	60	WPMI	NBC
Nashville, TN	29	WNAB	CW
Portland, ME	80	WPFO	Fox
Reno, NV	108	KRNV	NBC
Rochester, NY	78	WHAM	ABC
Salt Lake City/St. George, UT	33	KENV	NBC
San Antonio, TX	36	KMYS	CW
Sioux City, IA	147	KMEG	CBS
Springfield/Champaign/ Decatur, IL	83	WBUI	CW
Springfield/Champaign/ Decatur, IL	83	WCCU	FOX
Springfield/Champaign/ Decatur, IL	83	WRSP	FOX
Tallahassee, FL	106	WTLF	CW Plus
Traverse City/Cadillac, MI	120	WGTQ	ABC
Traverse City/Cadillac, MI	120	WGTU	ABC
Wilkes-Barre-Scranton, PA	54	WOLF	FOX
Wilkes-Barre-Scranton, PA	54	WQMY	MyTV

EXHIBIT 7

From: Ordonez, Melisa
Sent: Saturday, August 15, 2015 3:41 PM
To: 'Harrington, Clifford M.'
Cc: [redacted]
Subject: RE: JSA Stations
Attachments: 2015-08-15 Verified Retransmission Complaint of DISH Network L.L.C. Agan....pdf

Mr. Harrington,

Attached is a copy of the FCC complaint. Would you mind please answering the below questions so we can better understand what you are doing for Sinclair and the Non-Sinclair Controlled Stations, and whether your representation complies with STELAR and FCC rules? Thank you.

(1) Is Sinclair a current client of Pillsbury?

(2) Are you representing some Sinclair controlled stations as well as the Non-Sinclair owned stations?

(3) Is Sinclair sharing any information with you as counsel with the Non-Sinclair Controlled Stations relating to retransmission consent agreements or retransmission consent negotiations with DISH, including, but not limited to, the negotiating strategy of Sinclair, or the type or value of any consideration sought by Sinclair or provided by DISH?

(4) Are you sharing any information with Sinclair about Non-Sinclair Controlled Stations relating to retransmission consent agreements or retransmission consent negotiations with DISH, including, but not limited to, the negotiating strategy of the Non-Sinclair Controlled Stations, or the type or value of any consideration sought by the Non-Sinclair Controlled Stations or provided by DISH?

(5) Has Sinclair delegated the authority to negotiate or approve a retransmission consent agreement with DISH by Sinclair to you?

(6) Have you or your clients entered into any informal, formal, tacit or other agreement and/or conduct that signals or is designed to facilitate coordination regarding retransmission terms or agreements with DISH between or among Sinclair and the Non-Sinclair Controlled Stations?

Best,
Melisa

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

EXHIBIT 8

From: [redacted]@sbgtv.com]
Sent: Tuesday, August 25, 2015 9:29 AM
To: Ordonez, Melisa <Melisa.Ordonez@dish.com>
Subject: RE: [redacted]

I will call you then, but just so we are clear, our existing extension runs out at 5pm eastern today and we do not intend to extend that further in the absence of final agreement on all points including the issues surrounding [redacted]. Without an extension Dish will have no right to retransmit the stations after that time. What number should I use to call you?

From: Ordonez, Melisa [mailto:Melisa.Ordonez@dish.com]
Sent: Tuesday, August 25, 2015 11:24 AM
To: [redacted]
Subject: RE: [redacted]

I have time at 10:00am MT. Will that work for you?

From: [redacted]@sbgtv.com]
Sent: Tuesday, August 25, 2015 9:20 AM
To: Ordonez, Melisa <Melisa.Ordonez@dish.com>
Subject: RE: [redacted]

I am happy to discuss. Are you free now?

From: Ordonez, Melisa [mailto:Melisa.Ordonez@dish.com]
Sent: Tuesday, August 25, 2015 11:20 AM
To: [redacted]
Subject: RE: [redacted]

[redacted]

What you gave me yesterday was a take it or leave it offer. If it is truly up for discussion per your email below, we would like to discuss. If not, we are reviewing our options and will not have an answer for you by 12:00pm ET.

I can tell you that we will only remove the stations if you tell us to. We have no intention of using the stations as leverage. We are willing to extend to give us more time to discuss if you are.

Let me know.

Melisa

From: [redacted]@sbgtv.com]
Sent: Tuesday, August 25, 2015 8:58 AM
To: Ordonez, Melisa <Melisa.Ordonez@dish.com>
Subject: RE: [redacted]

Melisa -- I need to know if we should we plan for our stations to be removed at 5pm eastern today or if you want to discuss further. If I don't hear from you by noon my time that you want to discuss, I will assume that Dish is just planning to take our stations down. Hopefully it will not come to that, but I just need to know if that is Dish's decision. Thanks -- [redacted]

[redacted]

[redacted]

CERTIFICATE OF SERVICE

I hereby certify that, on this 26th day of August, 2015, a copy of the foregoing Verified Amended and Restated Retransmission Complaint and Request for Preliminary Injunctive Relief was filed electronically with the Commission by using the ECFS system and that a copy of the foregoing was served upon the parties below via First Class† or electronic mail*:

Best Copy & Printing, Inc.*
445 Twelfth Street SW
Washington, DC 20554
fcc@bcpiweb.com

Steven Broeckaert *
Policy Division, Media Bureau
Federal Communications Commission
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Steven. Broeckaert@fcc.gov

Barry M. Faber * †
Executive Vice President and General-Counsel
Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Hunt Valley, Maryland 21030
Bfaber@sbgtv.com

/s/_____
Alison A. Minea