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SUMMARY

Once again, Buckeye Cablevision has failed to reach a retransmission consent agreement with a broadcaster. Now it seeks to get its way by filing a complaint seeking Commission intervention. Although there are only four viable commercial broadcast stations in the Toledo market,¹ Buckeye's last two retransmission consent negotiations have reached an impasse resulting in loss of programming to Buckeye's subscribers. In contrast, Sinclair has successfully negotiated for retransmission consent with hundreds of MVPDs over the last several years, including over ten new agreements just from the date that Buckeye's retransmission agreement expired. Buckeye's failure to recognize current market realities has led to the current impasse, not a failure by Sinclair to seek an equitable resolution.²

It is a fact that Buckeye and Sinclair have not yet been able to reach agreement regarding the terms which would permit Buckeye to continue to retransmit the signal of WNWO-TV, Toledo. This is regrettable. That fact, standing alone, however, does not justify the highly unusual step of government intervention into private contractual negotiations. Buckeye just doesn't seem to get this fundamental point.

Throughout the entire negotiating process, which began shortly after Sinclair acquired WNWO-TV from Barrington Broadcasting on November 22, 2013, Sinclair has

¹ There is a fifth station holding a commercial license, WLMB(TV), which is operated by a non-profit organization, Dominion Broadcasting, Inc., as a religious-formatted independent station. See <http://www.wlmb.com>.

² In view of current press reports and Commission expressing concern regarding joint negotiation of retransmission consent arrangements on behalf of multiple stations in a market, Sinclair wants to underscore that the negotiations here involve a single station, and that Sinclair's negotiations with Buckeye have not involved any station other than WNWO-TV.

done nothing but negotiate in good faith. Sinclair met each and every one of the seven criteria used to determine good faith bargaining:

- (1) Sinclair agreed to negotiate with Buckeye regarding retransmission consent.
- (2) Sinclair appointed a negotiating representative (Barry Faber, its Executive Vice President and General Counsel, and David Gibber, Legal Counsel) with authority to bargain on retransmission consent issues.
- (3) Sinclair agreed to meet with Buckeye at reasonable times and locations, and did not act in a manner that would delay the course of negotiations. Indeed, Sinclair was required repeatedly to request that Buckeye respond to its pending proposals.
- (4) Sinclair did not put forth a single, unilateral proposal or refuse to discuss alternate terms or counter-proposals. During the course of the negotiations Sinclair has put forth a number different proposals including reducing its retransmission consent fee request by more than a third; Buckeye, in contrast has only offered to increase its payment by five cents during the course of negotiations.
- (5) Sinclair gave reasons for rejecting those parts of Buckeye's proposals which it did not find acceptable. Generally this was because Buckeye's proposals were far below the market level.
- (6) Sinclair did not enter into any agreement a condition of which is to deny retransmission consent to any MVPD, including Buckeye.
- (7) Finally, Sinclair was ready and willing to execute a written retransmission consent agreement, once terms were agreed upon, setting forth the full agreement between it and Buckeye, and remains ready to do so.

Buckeye's Complaint has patently failed to meet its burden of proof that Sinclair has failed to negotiate in good faith and its Complaint should be promptly dismissed.

Buckeye has chosen to define the market for video programming in Toledo as limited to broadcast stations despite the fact that WNWO-TV is asking for a fair value as compared to what Buckeye is paying cable channels in the market. Sinclair is more than willing to hear from Buckeye should it advance a good faith proposal that recognizes the true value of WNWO-TV's overall programming, as opposed to Buckeye's expectation that Sinclair will continue to negotiate against itself while Buckeye makes illusory counteroffers that are the same as offers made two months previously, and/or include Sinclair taking a failing station off Buckeye's hands.

If any party has a basis for filing a “good faith” complaint with the Commission, it is Sinclair. However, Sinclair believes that retransmission consent negotiations should be resolved through the marketplace, and not by asking the Commission to take the highly unusual step of government intervention into private contractual negotiations.

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of:)	
)	
Buckeye Cablevision)	
)	
Complainant)	
)	
v.)	MB Docket No. 14-33
)	CSR No. 8874C
)	
Sinclair Broadcast Group, Inc.)	
)	
Defendant)	

To: The Commission

ANSWER TO COMPLAINT

Sinclair Broadcast Group, Inc. (“Sinclair”), by its attorneys, hereby submits its Answer to the Complaint (“Complaint”) filed on February 18, 2014, by Buckeye Cablevision (“Buckeye”), alleging that Sinclair has violated its duty to negotiate retransmission consent in good faith for carriage of WNWO-TV, Toledo, Ohio, by Buckeye’s Toledo-area cable systems. Buckeye contends that Sinclair violated the FCC’s good faith bargaining rules *per se*, by refusing to negotiate, and also by engaging in conduct that “violates” the FCC’s “totality of the circumstances” test. The alleged “totality of the circumstances” bad faith violation consists of (i) a Sinclair proposal that Buckeye carry cable networks Sinclair hopes to launch and (ii) Sinclair’s refusal to accept the payment that Buckeye believes is appropriate for a station in the Toledo market. Buckeye’s arguments fail on all fronts.

1. Buckeye concedes that negotiations for WNWO-TV proceeded for many months in good faith. Neither the Communications Act nor the FCC’s rules require parties to negotiate

endlessly.¹ Ironically, it was Buckeye that stuck doggedly to its hard line position and acted as if it did not have a genuine interest in reaching a deal. Buckeye barely changed its financial proposal from beginning to end, and it was Buckeye that refused for weeks to respond to Sinclair's reasoned proposal. Based upon Buckeye's refusal to provide a meaningful response to Sinclair during the course of negotiations, Sinclair determined that further negotiations would be futile for the time being, and for good reason. Until Buckeye decides to operate in the retransmission market that has worked for the hundreds of other multichannel video programming distributors ("MVPDs") that Sinclair has negotiated with, rather than the one Buckeye would like to create, there is little point in further negotiations. Buckeye even concedes that the FCC has "recognized that impasse is a possible outcome of any retransmission consent negotiation."² Buckeye is simply unwilling to acknowledge that, because of its lack of desire to genuinely negotiate, the parties are at impasse.

2. Sinclair never required the carriage of new cable channels as an absolute prerequisite to a deal, Sinclair only asked, as part of the general negotiations, for carriage of its new channels. There is no bad faith in proposing carriage of newly launched cable networks as Sinclair has proposed: this practice has been a foundation of retransmission negotiations from the beginning, initiated in fact, by the cable industry itself. And there is no basis in law, fact, or logic, for Buckeye's assertion that Sinclair acted in bad faith by refusing to accept Buckeye's self-serving assessment of the value of the station's signal. The Complaint is frivolous and Buckeye should be sanctioned for filing it.

¹ See *Implementation of Section 207 of the Satellite Home Viewer Extension and Reauthorization Act of 2004*; 20 FCC Rcd 10339 at 10345, ¶ 14 (2005).

² Complaint at 16, ¶ 41.

3. Sinclair remains ready, willing, and able to try to find common ground with Buckeye, if and when Buckeye shows that it has a genuine interest in reaching an agreement on terms that are realistic in 2014 as opposed to Buckeye continuing to make offers to Sinclair that (a) contain illusory offers of compensation that cannot realistically be achieved, (b) are basically the same offer for the past 2 ½ months, and/or (c) include Sinclair helping Buckeye by taking failing station KTRV-TV, Nampa, Idaho off the hands of its sister company, Block Communications. Prompt dismissal of Buckeye's frivolous Complaint by the FCC would be a significant catalyst towards breaking the impasse.

I. OPENING STATEMENT

4. Contrary to the complaints of Buckeye, and the low-brow advertising campaign that Buckeye has been running in the only daily newspaper in Toledo, the *Toledo Blade*, which is owned by the same company as Buckeye, the current retransmission dispute over carriage of WNWO-TV began not with Sinclair, but with Barrington Broadcasting, LLC ("Barrington"), the prior parent company of WNWO-TV. The retransmission consent agreement between the parties was due to expire on August 31, 2013. When it became apparent that the parties were not going to reach agreement before the expiration, Barrington began informing viewers that Buckeye would be removing the station from the system. At the time, Buckeye was offering rates that were well below market.

5. On August 30, 2013 Barrington, hoping that the acquisition with Sinclair would close shortly, agreed to extend the agreement to December 15, 2013, with no increase in rate, provided that the rates of any new agreement would be retroactive to November 1, 2013. In the currency of retransmission extensions, this was a very generous offer, as most extensions provide that new rates are retroactive to the end date of the expired agreement. Despite the potential loss of revenue to Barrington and Sinclair, both companies agreed to this unusual extension to allow

more time for a new retransmission agreement to be negotiated. Buckeye fails to mention this fact and many others in its misleading advertising to the public through its jointly owned daily newspaper.

6. On November 18, 2013 the FCC approved the sale of WNWO-TV to Sinclair, and the assignment was consummated on November 22. After closing, Sinclair reached out to Buckeye regarding negotiations and, after a call between the parties, on November 26, Sinclair provided Buckeye with proposed rates. The offer was based on Sinclair's view of the value of WNWO-TV with reference to recently executed agreements between Sinclair and companies of various sizes in several different markets relating to stations with different characteristics, and also on Sinclair's understanding of what Buckeye was paying for all of its linear video programming channels with significantly lower viewer popularity than WWNO-TV.

7. On December 6, 2013, Buckeye still had not responded to any part of Sinclair's proposal but requested an extension of authority to retransmit the WNWO-TV signal until January 10, 2014. Despite the agreement already having been extended for four months, Sinclair responded that if Buckeye's counteroffer was reasonable it would again consider an extension, but Buckeye did not respond to Sinclair's offer until December 10, 2013. The December 10 offer from Buckeye included an illusory tiered offer. This tiered offer included an increase in rates for WNWO-TV based on meeting ratings objectives set by Buckeye and based solely on local news viewership, and not for the entire day. All the rates were well below market rate. Any increase in rates would occur only if there was a large and unrealistic jump in the ratings of WNWO-TV's local news, regardless of WNWO-TV's overall viewership, and even then would remain below market rates. Sinclair's news management determined that the jump in ratings for local news that Buckeye was discussing would be unprecedented in local news and unreachable

during the term of the agreement. Buckeye also included the year 2016 as part of its proposed agreement.

8. This offer was just the beginning of a string of illusory offers that Buckeye would make while continuing to claim to the public and Sinclair that they were negotiating towards a new deal. This offer was illusory for several reasons: (1) the rates offered by Buckeye at all levels were severely below market rates, (2) using ratings as a basis for rates is not market standard in retransmission consent negotiations,³ (3) even if using ratings as a basis for rates is realistic in this context, Buckeye should compare the ratings of WNWO-TV to all the linear video programming purchased by Buckeye, and not just an illusory comparison to certain channels, and (4) even if both ratings are used as a basis for rates, the ratings would be entire day ratings as compared to ratings of other linear channels in the market, not the few hours that Buckeye decided to cherry pick.

9. On December 12, 2013, despite the chimerical nature of Buckeye's offer, Sinclair counteroffered with a rate that was close to a million dollars lower, over the term of the offered term, than Sinclair's previous offer.

10. On December 14, 2013, Buckeye responded with an offer that was only \$.05 cents above Buckeye's previous offer and requested that the agreement be extended to expire in 2017. At this time, Sinclair strongly believed that Buckeye had stopped making serious offers, but, nevertheless, Sinclair remained willing to continue to negotiate. Sinclair offered to drop the proposed 2013 monthly fee payments for retransmission of WNWO-TV by nearly 80%,

³ The reason is likely because as compared to the rates and ratings of all the linear video programming that MVPDs purchase, broadcast stations are incredibly under paid, and MVPDs generally do not want to make this comparison because it does not work in their favor. Buckeye is trying to redefine the market for linear video programming and cherry picking day parts so it looks like an offer, when in fact, its proposal is deceptive at best.

representing far below what even Buckeye requested. Sinclair also offered to have the retransmission agreement between the parties expire in 2016 (Buckeye's original ask) and again lowered the rates for 2014 and 2015. At this point, Sinclair had lowered its offer by more than \$1,500,000 and Buckeye had raised its offer by only \$0.05 based on current ratings of WNWO-TV.

11. On December 15, 2013, the parties participated in a conference call and *Buckeye later informed Sinclair via email that Buckeye would not make another offer to Sinclair*. As a result, the retransmission agreement between the parties expired. Sinclair nevertheless offered to host Buckeye for a meeting in Baltimore for a further discussion but Buckeye again failed to respond.

12. On December 16, 2013, Buckeye began "placing" advertisements in the only daily newspaper in Toledo, the *Toledo Blade*, which is owned by the same company as Buckeye, running ads which denigrated WNWO-TV and its news staff.⁴ On December 17, 2013, Buckeye's negotiators and Sinclair's negotiators had a conference call to discuss the negotiations and Buckeye again did not make another offer during the call. After the call, Buckeye's CEO called Sinclair's CEO and made yet another illusory offer, asking Sinclair to take KTRV-TV, a failing station⁵ in Boise, Idaho, owned by Buckeye's parent, Block Communications, instead of paying retransmission consent fees. Sinclair promptly evaluated the Buckeye proposal, determined that there would be no economic benefit to Sinclair from acquiring KTRV-TV, and

⁴ It should be noted that WNWO-TV attempted to purchase advertising in the same paper to respond to the low-brow advertising campaign of Buckeye, but the *Blade*, which is commonly owned with Buckeye, refused to allow WNWO-TV to buy advertising.

⁵ KTRV-TV had lost its FOX network affiliation (reportedly because of Buckeye's failure to agree with the network on sharing of retransmission consent revenues) and terminated news operations at the station. See <http://mediamatters.org/blog/2011/08/01/fox-fee-demand-driving-away-affiliates/136150a> (last viewed March 7, 2014) and <http://en.wikipedia.org/wiki/KTRV> (last viewed March 7, 2014).

informed Buckeye that it had no interest in acquiring KTRV-TV. After being told that Sinclair had no interest in Buckeye's failing station, Buckeye did not make another offer to Sinclair. On February 3, 2014, Sinclair representatives traveled to Toledo to meet with representatives from Buckeye. Buckeye did not make a new offer at the meeting.

13. As of February 5, 2014, Sinclair had made the last real traditional offer relating to the carriage of WNWO-TV that was not a specious offer involving Sinclair obtaining Buckeye's failing station in Boise. Despite having made the last offer, in an attempt to come to an agreement, Sinclair went against the adage of "not negotiating against yourself" and on February 5, 2014, Sinclair made a new offer to Buckeye, that was more than 20% lower than its previous offer and more than 35% less than Sinclair's original offer for retransmission of WNWO-TV and Sinclair also acquiesced and agreed to have the retransmission consent agreement extend until 2017. Sinclair also added a minor additional cost in the event that Sinclair ever launches a cable channel, which Sinclair strongly believed would benefit both parties, for obvious reasons. On February 7, 2014, Buckeye, continuing its strategy of making illusory offers, again made an offer that included its failing station in Boise that Sinclair had already stated that it has no interest in acquiring. Buckeye also put forth once again the same financial offer it had previously made on December 14, 2013, including the same old unreasonable and illusory offer regarding future news ratings of WNWO-TV. The only additional upside it offered was conditioned on WNWO-TV reaching unprecedented local news ratings levels – levels that any objective observer would agree are clearly unobtainable in the limited time span provided by Buckeye. Based on the current rating of WNWO-TV, Buckeye's offer made on February 7, 2014 was the same exact offer made by Buckeye on December 14, 2013, two and one-half months earlier.

14. On February 7, 2014, Sinclair, realizing that Buckeye continued to be completely unrealistic in its approach, informed Buckeye that Sinclair “view[ed] the negotiations to be at an end” based on fundamental disagreements. At this point, *Sinclair had reduced its offer from its original offer by close to 40% while Buckeye had raised its offer from its original offer by only five cents and essentially had not made a new offer since December 15, 2013.*

15. Contrary to the misguided belief of Buckeye, the retransmission consent regime was not intended to require broadcasters and MVPDs to reach agreement in all instances and does not contemplate that the FCC will step in and intervene each time agreement is not reached. Buckeye even concedes that the FCC has “recognized that impasse is a possible outcome of any retransmission consents negotiation.”⁶ Buckeye is just unwilling to acknowledge that because of its lack of desire to genuinely negotiate, the parties are at impasse. The FCC should reserve intervention for those instances where a party is not complying with the law (which, with respect to Sinclair, is clearly not the case in the instant matter).⁷ A quick review of the relevant facts, after parsing through the amazing number of “red herrings” presented by Buckeye, will clearly prove that Sinclair has done nothing other than negotiate in good faith, taking into account competitive marketplace considerations.

16. Since acquiring WNWO-TV in late November, 2013, Sinclair has negotiated in good faith with Buckeye regarding an extension of their existing retransmission consent agreement, which expired at the end of last year. Despite negotiations which have included numerous phone calls, face-to-face meetings, extensive written correspondence and multiple offers by Sinclair, the parties have been unable to reach agreement. Throughout the negotiations,

⁶ Complaint at 16, ¶ 41.

⁷ Sinclair is not at this time asserting that Buckeye has not met its obligations to negotiate in good faith, although Sinclair does have serious misgivings about whether or not Buckeye has done so and reserves its right to make such a claim in the future.

Sinclair has proposed prices that are fair and nondiscriminatory after taking into account the status of WNWO-TV in the Toledo market, the overall market for video programming sales to MVPDs, and the specific retransmission consent agreements entered into by Sinclair in other markets. Notwithstanding Buckeye's unreasonable attempts to continue to obfuscate the matter and last ditch effort to succeed not by negotiation, but by filing a frivolous complaint, the primary impediment to the success of these negotiations has been the simple fact that the parties (i.e., Buckeye) have been unable to agree on the price to be paid under a retransmission consent agreement, much as had been the case with Barrington, the prior owner of the station.

17. As explained below, unlike Buckeye's continuous chimerical offers, Sinclair's proposals are presumptively consistent with competitive marketplace considerations and the good faith negotiation requirement under well-established precedent. In addition, the parties disagree about the relevance of the fact that, as Buckeye has acknowledged, the prices offered by Buckeye (and indeed the prices proposed by Sinclair) are below the prices that Buckeye pays for the right to carry other programming (albeit programming from national and regional cable networks, rather than over-the-air broadcast stations) on its systems to the same subscribers that receive the Sinclair station. Buckeye would like to redefine the market for linear video programming in a novel fashion to suit its purpose of paying less for the more in-demand programming of WNWO-TV as compared to the rates of all the linear video programming purchased by Buckeye.

18. What is surprising is that Buckeye appears to have such a poor understanding of the laws surrounding retransmission consent that it believes (1) the failure of Sinclair and Buckeye to have reached agreement on price is *de facto* evidence of Sinclair's failure to have negotiated in good faith and (2) the pricing which Buckeye has been able to obtain in other

negotiations with over-the-air broadcasters represents the sole determinate of the market for retransmission consent rights.⁸ Equally surprising is that Buckeye appears to believe that the threat of seeking governmental intervention is a hammer which should be wielded during negotiations in an attempt to bully the other party into submission and that when such techniques are unsuccessful, seeking such intervention is an appropriate tactic. Sinclair is willing to continue negotiations if Buckeye would make a legitimate and reasonable offer as opposed to continuing to make the same offer over and over again and only adding illusory aspects.

II. THE RETRANSMISSION CONSENT FRAMEWORK

19. A strong and realistic argument can be made that the retransmission consent regime created in 1992 has worked well, at least from the perspective of the viewing public (and the cable industry).⁹ During the more than 20 years since the regime was put in place (which has included six occurrences of the three-year cycle), only a handful of disputes have arisen resulting

⁸ Sinclair questions that perhaps Buckeye was only able to, at least according to their claims, to get certain lower rates from certain other local broadcasters in the market because they use their ownership of the only local daily paper as a bully pulpit in their articles and advertising and they do not even allow the broadcasters to purchase advertising to tell their own side of the story. Even their own ombudsman questions their coverage regarding the WNWO-TV negotiations: <http://www.toledoblade.com/JackLessenberry/2014/01/26/Reader-questions-coverage-of-local-cable-dispute.html>.

⁹ Sinclair would actually argue that the process has not worked particularly well from a broadcaster's standpoint in that it took more than 10 years after Congress acted with the express purpose of broadcasters receiving compensation for granting retransmission consent rights for broadcasters to begin receiving compensation from cable companies and that such compensation pales in comparison to the compensation that one would expect broadcasters to receive based on the prices paid for carriage rights to cable only channels when one considers the relative popularity of broadcast stations as compared to such cable channels. The problems in being paid a fair compensation demonstrate the historical perspective of broadcasters not being paid under laws in existence prior to 1992 which gave cable providers the right to unilaterally retransmit broadcast signals without paying compensation and the tremendous market power enjoyed by cable providers as the dominant subscription video providers in their markets, as compared to television stations which each obtain only a small fraction of the total in-home video viewing. In fact, it was only after satellite providers began having the right and the ability to provide local-into-local signals, and the elimination of the monopoly power by cable providers, that broadcasters began being paid at all. Cable companies would simply like to continue to be able to build their businesses on the backs of broadcast television at no or diminished cost to the cable companies. That cable businesses were built on the backs of the free labor of broadcast television is evident from, among other things, the fact that the satellite video service was floundering until the satellite providers started providing local broadcast stations, and only after launching the local broadcast stations did satellite companies become real players in the market.

in the failure of an MVPD to carry a broadcast station and of that handful, only a very small percentage have resulted in a lack of carriage for any appreciable length of time. Sinclair has had tremendous success in negotiating retransmission consent agreements with every MVPD and it appears the experience of Sinclair is consistent industry-wide.

III. SINCLAIR HAS INARGUABLY NEGOTIATED IN GOOD FAITH

20. Buckeye asserts that Sinclair has violated the good faith bargaining rules in two respects. First, it argues that Sinclair has violated the rule *per se* by failing its “absolute duty to negotiate.”¹⁰ Second, it argues Sinclair engaged in conduct that “violates” the FCC’s “totality of the circumstances” test.¹¹ Buckeye asserts that Sinclair violated the “totality of the circumstances” test because (i) Sinclair did not accept the payment that Buckeye believes is appropriate for a station in the Toledo market and (ii) Sinclair proposed that Buckeye launch cable networks Sinclair is planning. Buckeye asserts that Sinclair’s request that Buckeye carry cable networks, and its refusal to accept Buckeye’s wholly unique and illusory position that carriage prices should be based on ratings of programs that Buckeye cherry picks, and rates it has allegedly paid to other broadcasters in the Toledo DMA without consideration of amounts paid by Buckeye to other providers of linear video programming, are somehow inconsistent with “competitive marketplace considerations.”¹² Law, logic and all case precedent stand squarely against Buckeye’s assertions, so much so that *all of the cases and other FCC orders Buckeye cites are contrary to the arguments made in its Answer.*

21. The Complaint is frivolous on its face. Still, Sinclair will respond to the allegations.

¹⁰ Complaint at 16, ¶ 39.

¹¹ *Id.* at 18, ¶ 46.

¹² Complaint at 20, ¶ 53.

A. Terminating Negotiations is Not Bad Faith

22. Buckeye concedes that Sinclair, and Barrington before it, negotiated in good faith for months. “While the parties did not see eye to eye about the proper resolution of their dispute, they did exchange offers, hold conference calls, and attend meetings with reasonable regularity between late November and early February 2014.”¹³ Buckeye also concedes that it is established law that “impasse is a possible outcome of any retransmission consent negotiation.”¹⁴ Remarkably, though, Buckeye nonetheless contends that Sinclair acted in bad faith by terminating negotiations because, in Buckeye’s view, the parties had not reached an impasse.

23. Sinclair disagrees. Significant differences in perceived value and price existed at the outset of negotiations and continued to the end. Yet over more than two months of negotiations Sinclair moved materially off its initial financial position, while Buckeye moved imperceptibly and when it did make an offer it was generally an illusory offer. And as discussed herein, during this time Buckeye took, and refused to budge, on its financial terms and positions that are wholly at odds with standard industry practices in carriage negotiations.

24. When Congress established the retransmission consent regime in 1992 it well understood that not all negotiations would end successfully. Under this law, broadcasters received the right every three years to elect “must carry,” which meant that in-market cable systems were required to carry the applicable television station, but in exchange broadcasters gave up the right to seek compensation for such carriage. Alternatively, broadcasters could forego making a “must carry” election (colloquially referred to as electing “retrans consent”),

¹³ *Id.* at 16, ¶ 40.

¹⁴ *Id.* at 16, ¶ 41.

which provided broadcasters with the right to seek compensation, but also carried with it the risk that a television station would not be carried. Explicit in the creation of this law was the understanding that not all negotiations following a retrans consent election would result in agreement.¹⁵ If this were not the case, there would have been no reason at all for Congress to have included the “must carry” election because broadcasters would have no need to ever make an election to ensure carriage if they knew that electing “must carry” did not include a risk of non-carriage. This point is almost universally recognized, and the National Cable Television Association (“NCTA”) elaborated exactly this argument in its comments preceding the Commission’s adoption of the mutual good faith bargaining requirement in 2005:

Absent an MVPD’s ability to ultimately refuse carriage of a broadcaster that has elected retransmission consent, argues NCTA, reciprocal good faith bargaining rules simply turn retransmission consent into another form of must carry but with the possibility of payment in addition.¹⁶

25. Plainly, the obligation to negotiate in good faith does not mean that either party is obligated to accede to terms proposed by the other party or that all negotiations must necessarily end in agreement (although in fact deals are always reached eventually). The FCC has thoroughly analyzed and rejected arguments to the contrary:

. . . MVPDs and broadcasters alike will not be required to engage in an unending procession of extended negotiations. Finally, provided that a party to a reciprocal bargaining negotiation complies with the requirements of the Commission's rules, failure

¹⁵ See S. Rep. No. 102-92, at 35 (1991) (“[C]able systems need not obtain consent from broadcast stations for retransmission of their signals, based on the reference in section 325 of retransmission by broadcasting stations.”)

¹⁶ *In the matter of Implementation of Section 207 of the Satellite Home Viewer Extension and Reauthorization Act Of 2004, Reciprocal Bargaining Obligations*, Comments of the National cable television Association, MB Docket No. 05-89 (April 25, 2005).

to reach agreement would not violate either Section 325(b)(3)(C) or Section 76.65 of the Commission's rules.¹⁷

26. Buckeye apparently would like for the FCC to order Sinclair to “consent” to carriage on terms Buckeye dictates – terms that deviate materially from industry norms - but that is not an option. So instead it asks the FCC to order Sinclair to return to “immediately recommence good faith negotiations”, drop industry-standard proposals that are important to Sinclair, and accede to Buckeye’s illusory offers and own unusual formula for determining value (perhaps, Buckeye is also hoping that the FCC will require Sinclair to take Buckeye’s failing station off its hands). Of course, the FCC lack authority to insert itself into the specifics of retransmission negotiations or direct the outcome of those negotiations. “Even with good faith” the Commission has written, “impasse is possible.”¹⁸

27. But even if the FCC had the authority and willingness to intervene, intervention would accomplish nothing here, because it is Buckeye’s own refusal to budge from its hard line position and illusory offers that has driven negotiations to impasse. Sinclair would much prefer to close a deal with Buckeye on terms and conditions that reflect the market as it is, but cannot be forced to accept highly unusual terms that have no basis in law, fact, precedent or the actual market for retransmission rights.¹⁹ All Buckeye needs to do to get negotiations re-started is to move off its non-market, unusual, hard line proposal and make a reasoned counter-proposal to Sinclair. Sinclair has already negotiated against itself and lowered its financial terms

¹⁷ *Implementation of Section 207 of the Satellite Home Viewer Extension and Reauthorization Act of 2004, Reciprocal Bargaining Obligation*, Report and Order, 20 FCC Rcd 10339 at ¶ 14 (2005) (“*Reciprocal Bargaining Obligation*”)

¹⁸ *Mediacom Communications Corporation v. Sinclair Broadcast Group, Inc. Emergency Retransmission Consent Complaint and Complaint for Enforcement for Failure to Negotiate Retransmission Consent Rights in Good Faith*, Memorandum Opinion and Order, 22 FCC Rcd 47 at ¶¶ 25-26 (2007).

¹⁹ Sinclair does not suggest that parties should not be able to make off-market proposals or request new or unusual terms. But an obligation to negotiate in good faith is not an obligation to accept a counter-party’s unusual terms or off-market proposals.

dramatically. If Buckeye was serious about wanting a deal, it would make a non-illusory offer to Sinclair. Sinclair continues to wait for such an offer and would continue negotiating if such an offer would be put forth by Buckeye, but at this time, Sinclair does not expect that to occur.

B. Sinclair’s Proposal for Terms that Have Been Standard in Retransmission Agreements for 20 Years Does not Constitute a “Totality of the Circumstances” Violation

28. Buckeye contends that certain positions Sinclair has taken in the negotiations constitute a good faith bargaining violation under the FCC’s “totality of the circumstances” test. The alleged “totality of the circumstances” bad faith violation consists of (i) a Sinclair proposal that Buckeye launch cable networks Sinclair is planning and (ii) Sinclair’s refusal to accept the payment that Buckeye believes is appropriate for a station in the Toledo market. Although not listed as an element of the supposed “bad faith,” Buckeye’s complaint also reveals a third area of disagreement. Buckeye concedes that it tried to persuade Sinclair to accept, in lieu of cash payments, transfer of a failing, underperforming, low-value television station Buckeye’s parent company owns in Boise. Buckeye obviously was unhappy that Sinclair refused to accept the station in payment, as that was part and parcel of Buckeye’s very unusual package of proposals in this negotiation. It is a significant element of the dissatisfaction that led Buckeye to seek FCC intervention in support of its unusual negotiating strategy.

29. Yet in all three cases, Sinclair’s position was consistent with terms that have been standard elements of retransmission agreements from the earliest agreements in the years following the enactment of the 1992 Cable Act, while Buckeye’s position was literally unique – unprecedented in Sinclair’s experience.

30. *First*, Buckeye insists that Sinclair must accept Buckeye’s utterly unique formulation of the value of retransmission rights. In Buckeye’s formulation, Sinclair must accept rates that are tied to what Buckeye claims it has negotiated with other broadcasters in the

market, and Sinclair must accept payments that vary based on the ratings of the station. Both of these positions diverge, and radically so, from industry norms.

31. Setting aside the obvious fact that Sinclair is not privy to the rates or other terms Buckeye has negotiated in prior years with other broadcasters, those rates and terms simply are not relevant to negotiations between Sinclair and Buckeye in 2014.²⁰ Although the right of broadcasters to seek compensation from cable companies has existed since 1992, in practice the actual payment by cable companies for such rights is a relatively new event. As a result, the market for obtaining such rights is an immature one that not surprisingly appears to be characterized by wide price disparities. Such price disparities result from numerous factors, including when agreements were entered into (since pricing has been rapidly increasing over time), the stations involved, the number of subscribers, the market dominance of the MVPD, and numerous other considerations.

32. *Second*, Sinclair sought carriage of cable networks as partial consideration for the grant of retransmission consent. Such arrangements have been fixtures of retransmission agreements from the very first agreements reached in the early 1990s and are elements of agreements routinely negotiated today. Buckeye's Toledo lineup, printed from the website and attached as Exhibit A, shows a large number of commonly-owned non-broadcast channels owned by Viacom, Discovery, Disney, Fox, and others in the Toledo market. This is typical in most markets and is routine. In fact, the FCC's good faith rules recognize that requests to carry

²⁰ Based on Buckeye's unusual position in these negotiations, for all Sinclair knows, Block has negotiated attractive cash rates by providing other non-cash consideration, perhaps including failed or underperforming broadcast or cable facilities in distant markets.

other commonly-owned programming are presumptively consistent with good faith bargaining.²¹ In addition, Sinclair never required the carriage of these channels (the carriage that Buckeye was providing was simply taken into consideration for pricing of the station) and as is clear from herein, carriage of additional programming is not the cause of the impasse. The negotiations are at an impasse because of more basic issues, mainly, that Buckeye continues to insist on below market rates and refuses to budge on its offers.

33. *Third*, Buckeye wanted Sinclair to accept a failing station in a distant market in lieu of cash compensation for carriage of Sinclair's Toledo station. Sinclair was not interested in the station, and as far as Sinclair is aware, no broadcaster has accepted a poorly performing, poorly operated broadcast property in compensation for retransmission rights. Such deals simply are not part of the competitive marketplace for retransmission rights.

34. Instead, Buckeye argues that based on "the totality of the circumstances" Sinclair has violated the good faith bargaining rules by demanding terms that Buckeye, as the complaining party, has the burden of proof to show violate the good faith bargaining rules.²² The sum and substance of Buckeye's "proof", though, is nothing more than an argument that Sinclair is asking more for its signals than Buckeye wants to pay, which, as stated above is clearly not a violation of good faith. Yet Buckeye has made only a few offers, most of which have been illusory and highly unrealistic.

35. Sinclair has never indicated to Buckeye that it was not prepared to continue negotiating if Buckeye would move off its hard line position and make a realistic offer. It should be noted that Buckeye refused to give a counteroffer to Sinclair on December 15, 2013 before

²¹ In any event, Sinclair's proposal was not set in stone. While Sinclair's interest in launching a national news channel has been publicly reported, Sinclair has understood that for a new cable service to succeed, it must offer that service on terms that are fair and provide benefit to local cable operators, such as Buckeye.

²² 47 C.F.R. §76.65(d).

the agreement terminated, yet Sinclair never filed a complaint with the FCC. The pricing offered to Buckeye by Sinclair²³ is well within the range of pricing agreed to by numerous other MVPDs for similar stations in agreements with Sinclair and takes into account the Toledo market and WNWO-TV. This includes MVPDs and stations which Sinclair believes are most similar to Buckeye in terms of size and station footprint overlap, including MVPDs which serve the same markets as Buckeye.

36. While it is true that Sinclair's proposals reflect an increase above the pricing paid by Buckeye under the existing agreement, such an increase reflects general market conditions and the fact that retransmission consent prices have been rising during the past three years. Contrary to allegations made by Buckeye in its filing, Sinclair is not making a "naked attempt to use the company's nationwide size and scale to dictate terms to Buckeye."²⁴ On the contrary, Sinclair has lowered its offer specifically for the Toledo market and for WNWO-TV. Indeed, it is Buckeye with its monopolistic control of the only daily newspaper in Toledo and control of a significant amount of the cable market in Toledo that is trying to dictate unreasonable and illusory terms to WNWO-TV and other broadcast stations in the market as evidenced by its recent refusal to agree to terms with other stations in the DMA.

CONCLUSION

Buckeye has chosen a negotiating strategy that can be summed up as hardline and illusory, and then seeks to rely on the FCC to bail it out when the strategy did not work. It would be both inappropriate and without legal foundation for the FCC to bail Buckeye out. The rules are very clear that the possibility exists that the parties won't reach agreement and that carriage

²³ At one point in the negotiations Sinclair did indicate that if a legitimate offer were not received by Sinclair that negotiations were "at an end." As the Commission has noted, parties are not required to endlessly negotiate when one party is making unreasonable offers as Buckeye has done here.

²⁴ Complaint at 4.

will not occur.²⁵ Sinclair believes this is a simple matter that should be summarily dismissed by the FCC. Despite obvious attempts by Buckeye to confuse and mislead the FCC, the situation boils down to the fact that Buckeye and Sinclair have been unable to reach agreement on what price Buckeye should pay for the right to retransmit signals of WNWO-TV. As amply demonstrated herein, Sinclair has negotiated with Buckeye in good faith, and Sinclair is willing to continue to negotiate if Buckeye would provide a realistic offer, that does not involve a failing station, and not continue to basically make the same below-market offer repeatedly. The Commission should therefore reject Buckeye's frivolous Complaint and let the parties reach agreement, or not, as their legitimate business interests dictate.

Respectfully submitted,

Sinclair Broadcast Group, Inc.

By: _____/s/
Clifford M. Harrington
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Dated: March 13, 2014

²⁵ The starting point must be the Communications Act, as amended. Section 325(b)(1)(A) provides, “[n]o cable system or other multichannel video programming distributor shall retransmit the signal of a broadcasting station, or any part thereof, except with the express authority of the originating station.” 47 U.S.C. § 325(b)(1)(A) (2012). Injunctive relief is not included among the few enumerated exceptions to this law.

Exhibit A

Northwest Ohio/SE Michigan Guide

STANDARD SERVICE:

- 1 ON DEMAND (Digital Service Required)
- 2 CNN **TVB**
- 3 ESPN
- 4 USA **TVB**
- 5 The CW WTO5 5 Toledo •
- 6 WLMB-TV 40 Toledo •
- 7 On Buckeye •
- 8 **BCSN** •
- 9 PBS WGTE 30 Toledo •
- 10 CBC CBET 9 Windsor •
- 11 CBS WTOL 11 Toledo •
- 12 FOX WUPW 36 Toledo **TVB** •
- 12 QVC ••
- 13 ABC WTVG 13 Toledo •
- 14 Lifetime **TVB**
- 15 The Weather Channel
- 16 TNT **TVB**
- 17 ESPN 2
- 18 HGTV
- 19 E! **TVB**
- 20 QVC (Toledo Only)
- 21 Nickelodeon, Nick at Nite
- 22 Cartoon Network **TVB**
- 23 Discovery Channel
- 24 A&E **TVB**
- 25 History **TVB**
- 26 Disney Channel
- 27 TV Land
- 28 TBS **TVB**
- 29 FOX Sports Detroit
- 30 FOX Sports Ohio
- 31 FOX Sports 1
- 32 SportsTime Ohio
- 33 AMC
- 34 Animal Planet
- 35 ABC Family
- 36 truTV **TVB**
- 37 Spike
- 38 VH1
- 39 MTV
- 40 BET
- 41 HLN **TVB**
- 42 CNBC **TVB**
- 43 FOX News Channel **TVB**
- 44 MSNBC
- 45 Comedy Central
- 46 FX
- 47 FXX
- 48 Travel Channel
- 49 Hallmark Channel **TVB**
- 50 The CW WKBD 50 Detroit ••
- 51 ABC WXYZ 7 Detroit •
- 52 ShopHQ (Toledo Only) •
- 52 FOX WJBK 2 Detroit ••
- 53 HSN •
- 54 NBC WDIV 4 Detroit •
- 55 Telemundo **TVB** •
- 56 EWTN •
- 57 PBS WBGU 27 BGSU •
- 58 my58 WMNT •
- 59 CBC CBET 9 Windsor •
- 60 WGN America •
- 61 Syfy **TVB**
- 62 National Geographic Channel **TVB**
- 63 CMT

- 64 TLC
- 65 Food Network
- 66 OWN
- 67 BTN
- 68 Bravo **TVB**
- 69 Community Channel •
- 71 Jewelry Television •
- 72 C-SPAN •
- 73 C-SPAN 2 •

DIGITAL PAKS:

SUPERCHANNELS PAK

- 102 Great American Country
- 103 GSN
- 107 Turner Classic Movies **TVB**
- 108 Cooking Channel

DIGITAL BASIC PAK

- 109 **BCSN 2**
- 110 FOX Sports Detroit Plus •
- 111 MeTV WTOL •
- 112 Bounce TV WUPW •
- 154 This TV WDIV ••
- 155 Nat Geo Wild **TVB**
- 156 MundoFOX WMNT •
- 157 This TV WMNT •
- 166 SonLife Broadcast Network
- 167 TCT Television Network
- 168 eScapes
- 169 FamilyNet
- 171 FEARNET
- 172 FX Movie Channel
- 173 Bio
- 174 H2 **TVB**
- 175 TheBlaze TV
- 176 FOX Business Network **TVB**
- 177 Bloomberg
- 178 GOD TV
- 180 TBN
- 181 The Church Channel
- 182 JCTV
- 183 INSP
- 184 Daystar
- 185 The Word Network
- 186 TV One
- 187 REELZChannel
- 188 MoviePlex
- 189 LMN **TVB**
- 190 Oxygen **TVB**
- 191 Outdoor Channel
- 192 MLB Network
- 193 NFL Network
- 194 NBC Sports Network **TVB**
- 196 ESPNews
- 197 ESPNU
- 198 Golf Channel **TVB**
- 199 WGTE Family •
- 200 The Hub
- 201 American Heroes Channel
- 202 Science Channel
- 203 Investigation Discovery
- 204 Destination America
- 205 Cloo
- 206 BBC America
- 207 Disney XD
- 208 Sprout **TVB**
- 209 Nick 2
- 210 Nick Jr.

211 TeenNick
 212 Nicktoons
 213 MTV2
 214 MTV Hits
 215 VH1 Classic
 217 VH1 Soul
 218 IFC Independent Film Channel
 219 Hallmark Movie Channel
 220 Chiller
 265 France 24
 266 Russia Today
 267 CCTV
 270 Azteca America
 277 ESPN Deportes

INFORMATION & SPORTS PAK

221 Do It Yourself
 222 G4
 224 CNN International
 225 NASA Television
 227 ESPN Classic
 230 TVG

VARIETY PAK

231 UP
 232 Youtoo
 233 Esquire Network **TVB**
 236 Boomerang
 237 Disney Jr.
 240 Military History
 241 Crime & Investigation Network

ALMA LATINA Hispanic Pak

270 Azteca America
 271 Latele Novela
 272 Cine Mexicano
 273 Cine Latino
 274 mun2 **TVB**
 275 CNN en Español
 276 History en Español
 277 ESPN Deportes
 278 FOX Deportes
 279 MundoFOX WMNT
 280 FOX Life
 281 National Geographic Mundo

PREMIUM CHANNELS:

MOVIE PAK

290 Encore Classic
 291 Encore Westerns
 292 Encore Suspense
 293 Encore Action
 294 Encore Black
 295 Encore Family
 296 RetroPlex
 297 IndiePlex
 325 Encore
 326 Encore West
 568 Encore West HD **HD**

HBO

300 HBO **TVB**
 301 HBO West
 302 HBO2
 303 HBO Family
 304 HBO Signature
 305 HBO Comedy
 306 HBO Zone
 307 HBO Latino
 500 HBO HD **HD**

CINEMAX

310 Cinemax **TVB**
 311 Cinemax West
 312 MoreMax

313 ActionMax
 314 ThrillerMax
 315 MovieMax
 316 Max Latino
 317 OuterMax
 318 5StarMax
 510 Cinemax HD **HD**
 515 MovieMax HD **HD**

STARZ/ENCORE/RETROPLEX/INDIEPLEX

290 Encore Classic
 291 Encore Westerns
 292 Encore Suspense
 293 Encore Action
 294 Encore Black
 295 Encore Family
 296 RetroPlex
 297 IndiePlex
 319 Starz Comedy
 320 Starz
 321 Starz Edge
 322 Starz InBlack
 323 Starz Kids & Family
 324 Starz Cinema
 325 Encore
 326 Encore West
 561 Starz Comedy HD **HD**
 562 Starz HD **HD**
 563 Starz Edge HD **HD**
 565 Starz Kids & Family HD **HD**
 566 Starz Cinema HD **HD**
 568 Encore West HD **HD**

SHOWTIME

330 Showtime
 331 SHO Too
 332 SHO Extreme
 333 SHO Beyond
 335 Showcase
 336 FLIX East
 337 SHO Next
 338 SHO Women
 339 SHO Family
 340 Showtime West
 341 SHO Too West
 342 SHO Extreme West
 343 SHO Beyond West
 344 FLIX West
 346 Showcase West
 530 Showtime HD **HD**

THE MOVIE CHANNEL

350 The Movie Channel
 351 TMC Xtra
 352 The Movie Channel West
 353 TMC Xtra West
 550 The Movie Channel HD **HD**
 551 TMC Xtra HD **HD**
 552 The Movie Channel West HD **HD**
 553 TMC Xtra West HD **HD**

ADDITIONAL PREMIUM

380 Here!

PAY-PER-VIEW:

IN DEMAND PAY-PER-VIEW

400 - 407 IN DEMAND
 408 IN DEMAND HD **HD**

PAY-PER-VIEW SPORTS

420 - 433 MLB Extra Innings
 441 - 446 ESPN College Sports

ADULT

460 Hot Choice

HIGH-DEFINITION:

When you subscribe to a channel package or "PAK", and have the appropriate equipment/HD subscription, you will receive the available HD counterparts of those channels.

HDTV BASIC PAK

589	Nat Geo Wild HD	HD
590	ShopHQ HD	HD •
591	TheBlaze TV HD	HD
592	FEARNET HD	HD
593	TBN HD	HD
594	MoviePlex HD	HD
595	FX Movie Channel HD	HD
596	REELZChannel HD	HD
597	Turner Classic Movies HD	HD
598	C-SPAN HD	HD •
599	ION WPXD 31 Ann Arbor HD	HD ••
600	AMC HD	HD
601	Hallmark Channel HD	HD
602	USA HD	HD
604	Food Network HD	HD
605	The CW WTO5 5 Toledo HD	HD •
606	WLMB-TV 40 Toledo HD	HD •
607	Discovery HD	HD
608	 BCSN HD	HD •
609	 BCSN 2 HD	HD
610	HGTV HD	HD
611	CBS WTOL 11 Toledo HD	HD •
612	HSN HD	HD •
613	ABC WTVG 13 Toledo HD	HD •
614	Live Well Network WTVG	•
615	Weather Now WTVG	•
616	TNT HD	HD
617	TBS HD	HD
618	WGN America HD	HD •
619	The Weather Channel HD	HD
620	CNN HD	HD
621	FOX Business Network HD	HD
622	FOX News Channel HD	HD
623	ABC Family HD	HD
624	CBC CBET 9 Windsor HD	HD •
627	HLN HD	HD
628	QVC HD	HD
629	Bloomberg HD	HD
630	PBS WGTE 30 Toledo HD	HD •
631	WGTE Create	•
632	Lifetime HD	HD
633	LMN HD	HD
634	Hallmark Movie Channel HD	HD
635	FX HD	HD
636	FOX WUPW 36 HD (Toledo Only)	HD •
637	A&E HD	HD
638	Bravo HD	HD
639	ESPNews HD	HD
640	ESPN HD	HD
641	ESPN2 HD	HD
642	ESPNU HD	HD
643	FOX Sports Detroit HD	HD
644	FOX Sports Ohio HD	HD
645	BTN HD	HD
646	SportsTime Ohio HD	HD
647	NFL Network HD	HD
648	MLB Network HD	HD
649	Golf Channel HD	HD
650	NBC Sports Network HD	HD
651	Outdoor Channel HD	HD
652	FOX Sports 1 HD	HD
653	FOX Sports Detroit Plus HD	HD
654	FXX HD	HD
655	TLC HD	HD

656	Travel Channel HD	HD
657	Investigation Discovery HD	HD
658	E! HD	HD
659	History HD	HD
660	Science Channel HD	HD
661	Destination America HD	HD
662	Syfy HD	HD
663	MSNBC HD	HD
664	CNBC HD	HD
665	Cartoon Network HD	HD
666	Nickelodeon HD	HD
667	Disney HD	HD
668	Disney XD HD	HD
669	Animal Planet HD	HD
670	H2 HD	HD
671	ABC WXYZ 7 Detroit HD	HD ••
672	FOX WJBK 2 Detroit HD	HD ••
673	NBC WDIV 4 Detroit HD	HD ••
674	MTV HD	HD
675	VH1 HD	HD
676	BET HD	HD
677	Spike HD	HD
678	Comedy Central HD	HD
679	CMT HD	HD
680	TV One HD	HD
681	Crime & Investigation HD	HD
682	truTV HD	HD
683	Cooking Channel HD	HD
684	IFC HD	HD
685	Oxygen HD	HD
686	Esquire Network HD	HD
688	DIY HD	HD
689	GSN HD	HD
690	National Geographic HD	HD
693	Universal HD	HD
694	Bio HD	HD

HDTV PLUS PAK

691	Velocity HD	HD
692	Outside TV HD	HD
695	AWE HD	HD
696	MGM HD	HD
697	NFL RedZone HD	HD
698	Pac-12 HD (Ch. 298 in SD)	TVB HD
699	MLB Network Strike Zone HD	HD
700	Comedy.TV HD	HD

DIGITAL MUSIC:**GALAXIE MUSIC**

901	Hit List	
902	Hard Rock	
903	Rock Alternative	
904	Rock	
905	Easy Listening	
906	Flashback 70's	
907	Everything 80's	
908	Nothin' But 90's	
909	JukeBox Oldies	
910	Dance Clubbin'	
911	Dance Classics	
912	Maximum Party	
913	Folk Roots	
914	Classic Rock	
915	Alt Rock Classics	
916	Adult Alternative	
917	Pop Adult	
918	Swinging Standards	
919	Urban Beats	
920	Retro R&B	
922	Regional Mexican	
923	Soul Storm	

924 No Fences
 925 Alt Country Americana
 926 Country Classics
 927 Hot Country
 928 Jammin'
 929 Today's Latin Pop
 930 Retro Latino
 931 Latino Tejano
 932 Latino Tropical
 933 Latino Urbana
 934 Jazz Masters
 935 Smooth Jazz
 936 Jazz Now
 937 The Blues

938 Pop Classics
 939 Classic Masters
 940 Baroque
 941 Chamber Music
 942 Opera Plus
 943 Big Band
 946 The Chill Lounge
 947 Bluegrass
 948 The Spa
 950 The Light
 951 Gospel
 952 Kid's Stuff
 953 Celtic
 954 Holiday Hits

CHANNEL LINE-UP KEY

- ☼ = Part of CATV Basic Service
- HD** = High-Definition Channel
- TVE** = Buckeye TV Everywhere is available from this cable network
- = Digital signal available to all basic customers at no additional charge. Reception depends on customer premises equipment. Contact Buckeye CableSystem Customer Service for more information.
- = Available with Standard Service Only
- = Available in SE Michigan Service Area Only

Buckeye TV Everywhere



Buckeye TV Everywhere allows you to watch programming from various cable TV networks on Web enabled devices such as computers, smartphones, tablets and MORE as part of your cable TV subscription.

The **TVE** symbol indicates Buckeye TV Everywhere content is available.

Visit
buckeyecablesystem.com/tveverywhere
 for more information.

Buckeye TV Everywhere is available with your paid cable subscription from participating cable TV networks and as made available.

CERTIFICATE OF SERVICE

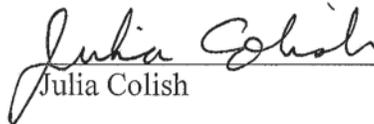
I, Julia Colish, a legal secretary with the law firm of Pillsbury Winthrop Shaw Pittman LLP hereby certify that copies of the foregoing "**Answer to Complaint**" was served as specified below on the 13th day of March 2014 to the following:

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