

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

NEXSTAR MEDIA INC.,

Plaintiff,

- against -

COMCAST CABLE COMMUNICATIONS, LLC,

Defendant.

Index No.:

COMPLAINT

INTRODUCTION

1. Nexstar Media Inc. (“Nexstar”) is a local television company that provides community-driven, locally produced content to households in various markets across the nation. Nexstar contracts with cable television companies such as defendant Comcast Cable Communications, LLC (“Comcast”), who then include Nexstar’s programming in the cable packages that they sell to subscribers. These “retransmission consent agreements” include carefully negotiated fees that the cable television companies pay in exchange for the programming they’re receiving. Nexstar was forced to bring this action because Comcast has flouted the terms of the parties’ retransmission consent agreement and refused to pay millions of dollars in fees owed to Nexstar.

2. On January 1, 2020, Nexstar and Comcast entered into a retransmission consent agreement that set forth the rates and other terms that would govern Comcast’s carriage of television stations owned or, in certain circumstances, serviced by Nexstar (the “Comcast-Nexstar Agreement”).

3. Retransmission consent agreements typically provide for retransmission of the programming of local television stations that are owned by the station operator (here, Nexstar). Nexstar’s agreement with Comcast, however, provided that in certain specific circumstances,

retransmission of the programming of a station not owned by Nexstar would also be governed by the parties' agreement.

4. Specifically, in negotiating the Comcast-Nexstar Agreement, Comcast contemplated that Nexstar might contract with independently owned, third-party stations to provide local programming and other "local marketing" services. Accordingly, the parties carefully negotiated a provision in the Comcast-Nexstar Agreement, which provided that if Nexstar contracted to provide local marketing services to a third-party station during the term of the contract and had authority to negotiate retransmission consent on behalf of that station, then the third party station would become governed by the Comcast-Nexstar Agreement as an "Additional Station." Such provisions are known in the industry as "Additional Stations" provisions.

5. Furthermore, the parties specifically contemplated that WPIX (CW – New York) ("WPIX"), a New York City television station, might become an Additional Station pursuant to the Additional Stations provision. The parties therefore also negotiated the fees that would be paid for WPIX if the station were added to the Comcast-Nexstar Agreement.

6. About a year later on December 30, 2020, WPIX was sold to a new owner, Mission Broadcasting, Inc. ("Mission"), and Nexstar entered into a local marketing agreement ("LMA") with Mission to provide programming and other support services to WPIX. The transaction was approved by the Federal Communications Commission ("FCC") without any objections from Comcast or other cable companies. And as of that date, Comcast's retransmission of WPIX became governed by the terms of the Comcast-Nexstar Agreement, including the specific fees that the parties had negotiated.

7. Rather than live up to its end of the bargain, however, Comcast decided to repudiate the Comcast-Nexstar Agreement. In a series of letters spanning April through July 2021, Comcast stated that it would not comply with its obligations under the Comcast-Nexstar Agreement, and confirmed that it had not been (and would not be) paying the fees required under that agreement for WPIX. Yet all the while, Comcast continues to reap all the benefits of the

Agreement that *Comcast* demanded, including continuing to carry Nexstar's programming on its cable systems.

8. Comcast's refusal to honor its obligations is especially surprising here, given that the parties had specifically contemplated that WPIX could be added to the Comcast-Nexstar Agreement and included language in the Comcast-Nexstar Agreement to account for that possibility — language that Comcast only agreed to after receiving valuable concessions on other aspects of the agreement. Even more shocking, when Nexstar reached out to Comcast to request that it pay the contractual fees, Comcast refused to negotiate and instead blindsided Nexstar by filing a post-hoc petition with the FCC, demanding that the agency reverse its prior approval of the WPIX LMA in order to nullify Comcast's contractual promises.

THE PARTIES

9. Nexstar is a Delaware corporation headquartered in Irving, Texas. Over the last 25 years, Nexstar has grown from a single television station to the one of the largest local television companies in the United States. Nexstar is committed to localism, and it delivers unique, locally produced programming and content to television households in various markets across the nation while offering local businesses the ability to connect with local consumers. Today, Nexstar produces over 270,000 hours of local programming weekly. Nexstar also offers certain programming services to independently owned television stations.

10. Comcast is a Delaware corporation headquartered in Philadelphia, Pennsylvania. Upon information and belief, Comcast (which operates under the "Xfinity" brand for residential consumers) is the largest cable TV company, the largest pay-TV company, and the largest internet service provider in the United States.

JURISDICTION AND VENUE

11. Defendant Comcast is subject to personal jurisdiction in this Court pursuant to sections 301 and 302(a)(1) of the CPLR. Comcast transacts extensive business in New York State, including the sale of cable television and internet services throughout the State.

Furthermore, upon information and belief, Comcast maintains corporate offices in New York City and is one of the largest office tenants in Manhattan.

12. Venue is proper in New York County pursuant to CPLR 503, because, among other things: (a) a substantial part of the events and omissions giving rise to this lawsuit occurred in this county and a substantial part of the property at issue in the action is located here. The television station at issue is WPIX, which is based in New York City, and (b) Comcast maintains its corporate offices in Manhattan.

13. New York law governs this case because the Comcast-Nexstar Agreement specifically provides for its application.

FACTUAL ALLEGATIONS

Nexstar's Agreement with Comcast

14. Cable operators such as Comcast are in the business of selling television programming to subscribers, in exchange for monthly subscription fees. Many of these programs are the retransmitted signals of local broadcast channels, which the cable operators carry pursuant to “retransmission consent agreements” that are carefully negotiated with station owners and programmers, such as Nexstar.

15. On January 1, 2020, Nexstar and Comcast negotiated one such retransmission consent agreement — the Comcast-Nexstar Agreement — which set the fees that Comcast would pay for retransmitting the signals of approximately 171 different stations to Comcast’s subscribers. The parties negotiated the contract to govern their relationship for the next three years — to December 15, 2022.

16. The Comcast-Nexstar Agreement contained an “Additional Stations” provision, which delineated the circumstances under which additional stations would become governed by the Comcast-Nexstar Agreement during contract’s term:

Additional Stations. In the event that during the Term hereof, [Nexstar] becomes the licensee, programmer, and/or bona fide manager of (or otherwise obtains an ownership interest in or enters into a contract to provide certain services, including but not limited to shared services, local marketing and/or joint sales agreement(s),

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