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Jeremy M. Kissel
Admitted in Florida and District of Columbia

September 18, 2008

Via Hand Delivery

Marlene Dortch
Secretary
Federal Communications Commission
c/o Natek, Inc.
236 Massachusetts Avenue, NE
Washington, D.C. 20002

**Re: Trust Cable TV, Inc. and Trust Cable of Mississippi, Inc. ("Trust");
Petition for Declaratory Ruling, Retransmission Consent Complaint, and
Request for Stay**

Dear Ms. Dortch:

Pursuant to 47 C.F.R. § 76.65, we enclose an original and four copies of Trust's
Retransmission Consent Complaint and Request for Stay.

Please contact us with any questions.

Sincerely,

Jeremy M. Kissel

Enclosures

cc: Steven Inzinna
Steve Broeckhaert

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

Trust Cable TV, Inc. and Trust Cable of)	
Mississippi, Inc.)	
)	
v.)	
)	
ComCorp of Baton Rouge License Corp.,)	
Licensee of WGMB)	CSR - _____
)	
and)	
)	
Knight Broadcasting of Baton Rouge License)	
Corp., Licensee of WVLA)	
)	
Emergency Retransmission Complaint and)	
Request for Stay)	

EMERGENCY RETRANSMISSION CONSENT COMPLAINT

REQUEST FOR STAY

I. INTRODUCTION AND SUMMARY

For the last three weeks, the owners and employees of small cable company Trust Cable TV, Inc. and Trust Cable of Mississippi, Inc. (“Trust”) have struggled to contend with the destruction wrought by Hurricane Gustav – evacuations, flooding, wind damage, power loss, downed cable lines, and more. In short, a state of emergency. During this emergency, Mr. Duane Lammers, representing WGMB and WVLA (collectively, the “Stations”), slapped Trust with a take it or leave it retransmission consent offer, then jerked the offer on a few hours notice, in clear disregard of the Commission’s good faith negotiation obligations, 47 C.F.R. § 76.65. Consequently, we file this Complaint and Request for Stay against ComCorp of Baton Rouge License Corp. and Knight Broadcasting of Baton Rouge License Corp., licensees of the Stations,

the Fox and NBC affiliates in Baton Rouge, Louisiana. We briefly introduce each issue below.

Retransmission Consent Complaint. On September 16, 2008, in negotiations for the Stations for the 2009 – 2011 retransmission consent period, Mr. Lammers, the Stations’ agent for retransmission consent, notified Trust in writing that he would “[withdraw] that contract by [close of business] today if I don’t hear from you regarding our Baton Rouge stations.”¹ This conduct violates multiple provisions of 47 C.F.R. § 76.65(b)(1). In addition, the Commission should institute a forfeiture proceeding against the Stations for the willful violation of Commission regulations.

Request for Stay. Hurricane Gustav devastated Trust’s systems in Louisiana and Mississippi. Moreover, we are still in the height of hurricane season. Because of (i) the conduct of the Stations in violation of Commission regulations; and (ii) the compelling public interest in ensuring that viewers can receive local news during natural disasters, we request an order staying the Stations from withdrawing their signals from Trust. This stay should remain until this proceeding concludes and until Trust has fully recovered from the effects of Hurricane Gustav.

II. BACKGROUND

A. The Parties

Trust Communications. Trust delivers cable and Internet services in and around East Feliciana Parish, Louisiana and Woodville, Gloster, Liberty and Centreville, Mississippi, communities in the path of Hurricane Gustav. In total, Trust serves about 2300 cable customers in Louisiana and Mississippi.

The Stations. WGMB and WVLA are licensed by ComCorp of Baton Rouge License

¹ See Exhibit 1.

Corp. and Knight Broadcasting of Baton Rouge License Corp, respectively. Both companies are subsidiaries of Communications Corp. of America. Additionally, the Complaint refers to the actions of Mr. Duane Lammers, Communications Corp. of America's agent for retransmission consent.

B. Factual Background

In August 15, 2008, Mr. Lammers initiated retransmission consent negotiations for carriage by Trust of the Stations by sending Mr. Steven Inzinna a draft retransmission consent agreement, triggering the Stations' duty to negotiate in good faith under 47 C.F.R. § 76.65. Days later, Hurricane Gustav crashed into the Gulf Coast and proceeded inland directly through Trust's service area. Rather than spend time parsing through Mr. Lammer's agreement, Mr. Inzinna and his people were stretched to the breaking point assessing the damage and disruption to their business, homes, and families. In complete disregard of the state of emergency, and the duty to negotiate in good faith, Mr. Lammers abruptly withdrew his offer on September 16, 2008.²

III. RETRANSMISSION CONSENT COMPLAINT

The Communications Act and Commission regulations obligate a broadcaster to negotiate retransmission consent in good faith.³ Congress has emphasized the importance of good faith in retransmission consent negotiations by extending the sunset of the regulations to January 1, 2010.⁴ The Stations' conduct violates these good faith obligations.

² *Id.*

³ 47 U.S.C. § 325(b)(3)(C)(ii); 47 C.F.R. §§ 76.65.

⁴ Consolidated Appropriations Act, 2005, Division J: Title IX: Satellite Home Viewer Extension and Reauthorization Act of 2004, H.R. 4818, Sec. 207(a), 108th Cong. (2d Sess. 2004).

The objective standards of good faith negotiation expressly prohibit broadcasters from engaging in specific actions or practices, including:

- Refusing to negotiate retransmission consent with any multichannel video programming distributor;⁵
- Refusing to meet and negotiate retransmission consent at reasonable times and locations, or acting in a manner that unreasonably delays retransmission consent negotiations;⁶ and
- Refusing to put forth more than a single, unilateral proposal.⁷

As set forth in Section II, the Stations violated the obligation to negotiate in good faith by engaging in each of these prohibited practices. The Stations violated Section 76.65(b)(1)(i) on September 16, 2008 by putting forward a unilateral, inflexible demand, and refusing to negotiate unless Trust met that demand. Moreover, the Stations' demand also violated Section 76.65(b)(1)(iii), as it constituted a refusal to negotiate retransmission consent at reasonable times and locations. Finally, the Stations' take it or leave it demand violated Section 76.65(b)(1)(iv).

This conduct violates FCC regulations and provides the grounds for expedited action against the Stations.

IV. REQUEST FOR STAY

The Commission's test for petitions for stays is well-settled. A petitioner is entitled to a stay where it demonstrates (i) it is likely to prevail on the merits; (ii) it will suffer irreparable harm if a stay is not granted; (iii) the balance of harms to the parties favors grant of a stay; and (iv) the public interest favors the granting of a stay.⁸ Trust meets all four parts of this test.

⁵ 47 C.F.R. § 76.65(b)(1)(i).

⁶ 47 C.F.R. § 76.65(b)(1)(iii).

⁷ 47 C.F.R. § 76.65(b)(1)(iv).

⁸ *In the Matter of Implementation Review of the Commission's Program Access Rules and Examination of*

Trust is likely to prevail on the merits. As set forth in this Complaint, the Stations violated the obligation to negotiate in good faith. The statement of Mr. Lammers that he would “[withdraw] that contract by [close of business] today if I don’t hear from you regarding our Baton Rouge stations” provides irrefutable evidence of a willful violation of 47 C.F.R. § 76.65(b)(1). Accordingly, Trust is likely to prevail on the merits.

Trust will suffer irreparable harm if a stay is not granted. If the Commission does not grant a stay, the Stations abusive bargaining tactics signal that they may summarily withdraw their signals. Congress has repeatedly recognized the importance of carriage of local television broadcast signals to MVPDs.⁹ Therefore, the potential withdrawal of the Stations threatens Trust with subscriber losses, exacerbating the devastating damage the company has suffered from Hurricane Gustav. Moreover, even the threat of temporary withdrawal of a must have channel overwhelmingly skews a negotiation in favor of the broadcaster.¹⁰ Accordingly, Trust will suffer irreparable harm if a stay is not granted.

The balance of harms favors a stay. A stay will only preserve the status quo and permit Trust to continue to broadcast the Stations over Trust’s cable system. Alternatively, failure to grant a stay will cause substantial harm to Trust through subscriber losses and operational disruption. Moreover, as recognized by the Commission, the threat of temporary

Programming Tying Arrangements, Report and Order and Notice of Proposed Rulemaking, 22 FCC Rcd. 17,791, ¶ 137 (2007) (“*Tying NPRM*”)

⁹ *In the Matter of General Motors Corporation and Hughes Electronic Corporation, Transferors, and The News Corporation Limited, Transferee, For Authority to Transfer Control*, Memorandum Opinion and Order, 19 FCC Rcd. 473, ¶ 202 (2004) (“*News Corp. Order*”).

¹⁰ *News Corp. Order*, ¶ 204 (“[T]he ability of a television broadcast station to threaten to withhold its signal, even if it does not actually do so, changes its bargaining position with respect to MVPDs, and could allow it to extract higher prices, which ultimately are passed on to consumers.”).

foreclosure may impair settlement negotiations and deter Trust from pursuing this complaint.¹¹

Accordingly, the balance of harms favors a stay.

The public interest favors granting a stay. Denying Trust's request for a stay may cause the communities to lose two valuable local signals during the aftermath of Hurricane Gustav. This result is patently contrary to the public interest. It is well-settled that the public interest is served by ensuring that viewers can receive local news during emergencies and natural disasters.¹² Accordingly, the public interest overwhelmingly favors granting a stay.

For the reasons detailed above, the Commission must grant a stay ordering the Stations from withdrawing their signals from Trust.

V. CONCLUSION AND REQUESTED RELIEF

For the reasons stated above, Trust requests the following relief:

- Find the Stations in violation of Section 325 of the Communications Act and Section 76.65 of Commission's regulations;
- Order the Stations to immediately begin negotiating in good faith;
- Order the Stations to not withdraw their signals from Trust's systems until the Stations fully comply with their obligations to negotiate in good faith and until Trust's systems are fully recovered from Hurricane Gustav; and
- Initiate a proceeding to assess the maximum forfeiture against the Stations for their willful violations of FCC regulations.

¹¹ *Tying NPRM*, ¶ 137 (2007) (“[T]he threat of temporary foreclosure pending resolution of a complaint may impair settlement negotiations and may discourage parties from filing legitimate complaints.”).

¹² *See, e.g., In the Matter of Oklahoma Western Telephone Company, Inc.*, Memorandum Opinion and Order, 23 FCC Rcd. 5306, ¶ 7 (2008), *In the Matter of Waiver Requests by Clarity Media Systems, LLC*, Order, 22 FCC Rcd. 8382, ¶ 14 (2007).

CERTIFICATION

The undersigned have read this submission and, to the best of their knowledge, information and belief formed after reasonable 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.

Respectfully submitted,



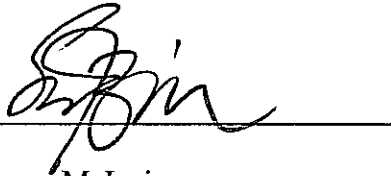
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(312) 372-3930
Attorneys for Trust Cable TV, Inc. and Trust Cable of
Mississippi, Inc.

September 18, 2008

Declaration of Steven M. Inzinna

I, Steven M. Inzinna, declare as follows:

1. I am President of Trust Cable TV, Inc. and Trust Cable of Mississippi, Inc.
2. I have read the attached Retransmission Consent Complaint and Request for Stay and certify that the facts contained therein are true and correct to the best of my knowledge, information, and belief.

A handwritten signature in black ink, appearing to read 'S. Inzinna', is written over a horizontal line.

Steven M. Inzinna
President
Trust Cable TV, Inc. and Trust Cable of Mississippi, Inc.

September 18, 2008

CERTIFICATE OF SERVICE

I, Alma Hoxha, paralegal in the offices of Cinnamon Mueller, certify that a true and correct copy of the Retransmission Consent Complaint and Request for Stay was served on the following by first-class certified mail on September 18, 2008:

Sheldon Galloway
President
White Knight Broadcasting of Baton
Rouge License Corp.
9257 Bailey Ln
Fairfax, VA 22031-1903

National Corporate Research, Ltd.
615 South Dupont Hwy.
Dover, DE 19901

Greg Boulanger
Chief Operating Officer
ComCorp of Baton Rouge License Corp.
P.O. Box 53708
Lafayette, LA 70505-3708

National Corporate Research, Ltd.
3867 Plaza Tower Dr., 1st Floor
Baton Rouge, LA 70816

Tracy Granirer
Business Manager
WVLA/WGMB
10000 Perkins Rd.
Baton Rouge, LA 70810



Alma Hoxha
Paralegal
September 18, 2008

Exhibit 1

From: Duane Lammers [mailto:duanelammers@centurytel.net]
Sent: Tuesday, September 16, 2008 10:20 AM
To: 'Steven Inzinna'
Subject: Update

I am withdrawing that contract by COB today if I don't hear from you regarding our Baton Rouge stations.

Duane Lammers
1001 Boardwalk Springs Place, Suite 111
O'Fallon, MO 63368
Office Phone: 636-695-4127
Cell Phone: 812-249-3989
Fax: 636-695-4128
Email: duanelammers@centurytel.net