

# Exhibit A

CASE NO. \_\_\_\_\_

JEFFERSON CIRCUIT COURT

DIVISION \_\_\_\_\_

JUDGE \_\_\_\_\_

RICHARD WOOKEY, for himself, and on behalf  
of a class of similarly-situated persons

PLAINTIFF

v.

CHARTER COMMUNICATIONS (DE). INC.,  
dba Spectrum Cable

DEFENDANTS

SERVE: Corporation Service Company  
421 West Main Street  
Frankfort, KY 40601

CHARTER COMMUNICATIONS OPERATING, LLC,  
dba Spectrum

SERVE: Corporation Service Company  
421 West Main Street  
Frankfort, KY 40601

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### CLASS ACTION COMPLAINT

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The Plaintiff, Richard Wookey, for himself, and on behalf of the putative class of similarly situated persons, by counsel, for his Complaint against Defendants, Charter Communications (DE). Inc. dba Spectrum Cable and Charter Communications Operating, LLC dba Spectrum (collectively, “*Spectrum*”), states as follows:

### INTRODUCTION

1. This is a consumer class action brought under the Kentucky Consumer Protection Act (“*KCPA*”), KRS 367.110 *et seq.*, to redress Spectrum’s deceptive and unfair billing practices, specifically its imposition and misrepresentation of a ‘Broadcast TV Surcharge’ as a pass-through or government-imposed fee, when in fact it is a discretionary charge implemented by Spectrum. This misrepresentation directly contravenes state and federal law, including 47 C.F.R. § 76.310



and the FCC's All-In Pricing Order (FCC 24-29), which require cable operators to disclose the aggregate cost of programming transparently and prohibit deceptive billing that conceals operator-imposed fees as regulatory or mandatory costs.

2. Plaintiff seeks actual damages, punitive damages, injunctive relief, attorney's fees, and costs on behalf of himself and a class of similarly situated Kentucky consumers.

### **PARTIES, JURISDICTION AND VENUE**

3. Plaintiff Richard Wookey is a resident of Jefferson County, Kentucky, and a subscriber to Spectrum's television services for personal, family, or household purposes.

4. Defendant Charter Communications (DE), Inc. is a Delaware corporation authorized to do business in Kentucky, with its principal place of business located at 400 Washington Blvd., Stamford, Connecticut 06902. It is authorized to conduct business in Kentucky and may be served through its registered agent: Corporation Service Company, 421 West Main Street, Frankfort, KY 40601.

5. Defendant Charter Communications Operating, LLC is a Delaware limited liability company, registered with the Kentucky Secretary of State as a Foreign Limited Liability Company in good standing. Its principal office is located at 12405 Powerscourt Drive, St. Louis, Missouri 63131. It is authorized to conduct business in Kentucky and may be served through its registered agent: Corporation Service Company, 421 West Main Street, Frankfort, KY 40601.

6. Upon information and belief, Charter Communications Operating, LLC is a wholly owned subsidiary of Defendant Charter Communications (DE) Inc., and is the legal entity responsible for providing cable television services under the "Spectrum" brand to Kentucky consumers, including Plaintiff.

7. This Court has jurisdiction pursuant to KRS 367.220 and Kentucky Rules of Civil

Procedure (CR) 23, as Plaintiff alleges violations of the KCPA and seeks class certification.

8. Venue is proper in Jefferson County, Kentucky, under KRS 367.220(1), as the Plaintiff resides here, and the transactions at issue occurred in this county.

### FACTS

9. Spectrum is a “cable television system operator” and “cable operator,” as said terms are used and understood by the Federal Communications Commission (“*FCC*”), and as contemplated in 47 C.F.R. § 76.5.

10. Cable operators, including Spectrum, routinely separate out and obscure programming-related charges like the Broadcast TV Surcharge on consumer bills, in ways that are misleading, and that the FCC has determined are deceptive and misleading under its recent Order FCC 24-29.<sup>1</sup>

11. Spectrum provides cable television services to consumers in Kentucky, including Plaintiff.

12. In its billing statements, Spectrum imposes a “Broadcast TV Surcharge,” which it represents as a fee to recover costs associated with retransmitting broadcast television signals.

13. On its website, Spectrum describes the Broadcast TV Surcharge as a ‘pass-through fee reflecting charges from local broadcast or affiliate TV stations.’ This language suggests that the fee is mandated externally and beyond Spectrum’s control, a characterization that is materially misleading.

14. Spectrum presents this surcharge in a manner that suggests it is a government-imposed or pass-through fee, rather than a discretionary charge set by Spectrum.

15. The surcharge is listed separately from the advertised price of Spectrum’s services,

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<sup>1</sup> FCC Report and Order FCC 24-29, March 2024, at 10 (MB Docket No. 23-203).





leading consumers to believe it is not part of Spectrum’s base service fee.

16. In reality, the Broadcast TV Surcharge is not a “pass-through fee” or mandated by any government entity and is entirely within Spectrum’s control.

17. The Broadcast TV Surcharge is actually a source of profit for Spectrum.

18. Spectrum reportedly pays retransmission consent fees to Louisville area broadcast stations based on an estimated 100,472 subscribers.

19. Spectrum currently charges customers in the Louisville market a “Broadcast TV Surcharge” of approximately \$28 per month. If Spectrum’s representations were accurate — that this fee is a mere pass-through cost — Spectrum would be paying local stations over \$334 million annually in retransmission fees.

20. However, it is believed that actual retransmission costs are far lower, suggesting that Spectrum is profiting substantially from this fee, contrary to how it is portrayed to customers.

21. This discrepancy undermines Spectrum’s claim that the Broadcast TV Surcharge is a non-discretionary cost. Instead, it supports the inference that the surcharge is a profit-generating charge deceptively framed as a regulatory or pass-through fee. This misrepresentation is material to consumers, who would not reasonably expect discretionary operator charges to be presented as unavoidable third-party costs.

22. These actions, including other billing violations by Spectrum, represent a long standing practice of misrepresenting the nature of the Broadcast TV Surcharge constitutes an unfair, false, misleading, or deceptive act or practice under the KCPA.

23. Spectrum’s conduct also violates 47 C.F.R. § 76.310(a)-(b), which mandates clear, accurate, and easy-to-understand all-in pricing disclosures on subscriber bills and promotional materials. The FCC’s 2024 Report and Order (FCC 24-29) clarified that ‘Broadcast TV Fees’ and

similar discretionary charges must not be disguised as regulatory or mandatory line items. Spectrum's billing and advertising practices fail to comply with these federal standards and constitute a deceptive act under KRS 367.170.

#### CLASS ACTION ALLEGATIONS

24. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to CR 23.01 and CR 23.02.

25. The proposed class is defined as:

**All persons in Kentucky who subscribed to Spectrum's television services for personal, family, or household purposes and were charged a Broadcast TV Surcharge during the applicable limitations period.**

26. Plaintiff reserves the right to propose one or more subclasses under CR 23.02, including, but not limited to, subclasses defined by billing format, date range, or type of customer communications received.

27. The class is so numerous that joinder of all members is impracticable. The size of the putative class can be estimated based on public subscriber data and the widespread application of the Broadcast TV Surcharge. Spectrum has tens of thousands of residential cable customers in Kentucky alone.

28. There are questions of law and fact common to the class, including:

- a. Whether Spectrum misrepresented the nature of the Broadcast TV Surcharge;
- b. Whether Spectrum engaged in additional misleading billing practices in violation of federal law, Kentucky law, the KCPA and FCC 24-29.
- c. Whether such misrepresentation violates the KCPA; and
- d. Whether class members suffered damages as a result.



29. Plaintiff's claims are typical of the claims of the class members.
30. Plaintiff will fairly and adequately protect the interests of the class.
31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

**COUNT I  
VIOLATION OF KRS 367.170**

32. Plaintiff restates and incorporates by reference the preceding paragraphs.
33. Plaintiff and the class members purchased Spectrum's services for personal, family, or household purposes and suffered ascertainable losses as a result of Spectrum's unlawful practices.
34. Spectrum's conduct as described constitutes unfair, false, misleading, or deceptive acts or practices in the conduct of trade or commerce, in violation of KRS 367.170.
35. Pursuant to KRS 367.220, Plaintiff and the class members are entitled to recover actual damages, punitive damages, attorney's fees, and costs.

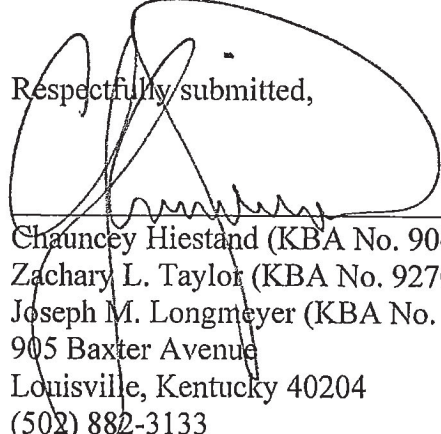
**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, Richard Wookey, by counsel, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment against Defendants and:

- A. Certify this action as a class action pursuant to CR 23.01 and CR 23.02;
- B. Appoint Plaintiff as class representative and Plaintiff's counsel as class counsel;
- C. Award actual damages to Plaintiff and class members;
- D. Award punitive damages as permitted by law;
- E. Award reasonable attorney's fees and costs;

- F. Grant injunctive relief prohibiting Spectrum from continuing its deceptive practices;
- G. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,



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*Counsel for Plaintiff*



# **Exhibit B**



CASE NO.25-CI-004351

JEFFERSON CIRCUIT COURT  
DIVISION SEVEN (7)  
JUDGE MELISSA LOGAN BELLOWS

RICHARD WOOKEY, for himself, and on behalf  
of a class of similarly-situated persons

PLAINTIFF

v.

CHARTER COMMUNICATIONS (DE). INC.  
dba Spectrum Cable

DEFENDANTS

**SERVE:**

Corporation Service Company  
421 West Main Street  
Frankfort, KY 40601

CHARTER COMMUNICATIONS OPERATING, LLC  
dba Spectrum

**SERVE:**

Corporation Service Company  
421 West Main Street  
Frankfort, KY 40601

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**FIRST AMENDED  
CLASS ACTION COMPLAINT**

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The Plaintiff, Richard Wookey, for himself, and on behalf of the putative class of similarly situated persons, by counsel, for his First Amended Complaint against Defendants, Charter Communications (DE). Inc. dba Spectrum Cable and Charter Communications Operating, LLC dba Spectrum (collectively, “*Spectrum*”), states as follows:

**INTRODUCTION**

1. This is a consumer class action brought under the Kentucky Consumer Protection



Act (“*KCPA*”), KRS 367.110 *et seq.*, to redress Spectrum’s deceptive and unfair billing practices, specifically its imposition and misrepresentation of a ‘Broadcast TV Surcharge’ as a pass-through or government-imposed fee, when in fact it is a discretionary charge implemented by Spectrum. This misrepresentation directly contravenes state and federal law, including 47 C.F.R. § 76.310 and the FCC’s All-In Pricing Order (FCC 24-29), which require cable operators to disclose the aggregate cost of programming transparently and prohibit deceptive billing that conceals operator-imposed fees as regulatory or mandatory costs.

2. Plaintiff seeks actual damages, punitive damages, injunctive relief, attorney’s fees, and costs on behalf of himself and a class of similarly situated Kentucky consumers.

### **PARTIES, JURISDICTION AND VENUE**

3. Plaintiff Richard Wookey is a resident of Jefferson County, Kentucky, and a subscriber to Spectrum’s television services for personal, family, or household purposes.

4. Defendant Charter Communications (DE). Inc. is a Delaware corporation authorized to do business in Kentucky, with its principal place of business located at 400 Washington Blvd., Stamford, Connecticut 06902. It is authorized to conduct business in Kentucky and may be served through its registered agent: Corporation Service Company, 421 West Main Street, Frankfort, KY 40601.

5. Defendant Charter Communications Operating, LLC is a Delaware limited liability company, registered with the Kentucky Secretary of State as a Foreign Limited Liability Company in good standing. Its principal office is located at 12405 Powerscourt Drive, St. Louis, Missouri 63131. It is authorized to conduct business in Kentucky and may be served through its registered agent: Corporation Service Company, 421 West Main Street, Frankfort, KY 40601.

6. Upon information and belief, Charter Communications Operating, LLC is a wholly owned subsidiary of Defendant Charter Communications (DE). Inc., and is the legal entity responsible for providing cable television services under the "Spectrum" brand to Kentucky consumers, including Plaintiff.

7. This Court has jurisdiction pursuant to KRS 367.220 and Kentucky Rules of Civil Procedure (CR) 23, as Plaintiff alleges violations of the KCPA and seeks class certification.

8. Venue is proper in Jefferson County, Kentucky, under KRS 367.220(1), as the Plaintiff resides here, and the transactions at issue occurred in this county.

### FACTS

9. Spectrum is a "cable television system operator" and "cable operator," as said terms are used and understood by the Federal Communications Commission ("**FCC**"), and as contemplated in 47 C.F.R. § 76.5.

10. Cable operators, including Spectrum, routinely separate out and obscure programming-related charges like the Broadcast TV Surcharge on consumer bills, in ways that are misleading, and that the FCC has determined are deceptive and misleading under its recent Order FCC 24-29.<sup>1</sup>

11. Spectrum provides cable television services to consumers in Kentucky, including Plaintiff.

12. In its billing statements, Spectrum imposes a "Broadcast TV Surcharge," which it represents as a fee to recover costs associated with retransmitting broadcast television signals.

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fee reflecting charges from local broadcast or affiliate TV stations.” This language suggests that the fee is mandated externally and beyond Spectrum’s control, a characterization that is materially misleading.

14. Spectrum presents this surcharge in a manner that suggests it is a government-imposed or pass-through fee, rather than a discretionary charge set by Spectrum.

15. The surcharge is listed separately from the advertised price of Spectrum’s services, leading consumers to believe it is not part of Spectrum’s base service fee.

16. In reality, the Broadcast TV Surcharge is not a “pass-through fee” or mandated by any government entity and is entirely within Spectrum’s control.

17. The Broadcast TV Surcharge is actually a source of profit for Spectrum.

18. Spectrum reportedly pays retransmission consent fees to Louisville area broadcast stations based on an estimated 100,472 subscribers.

19. Spectrum currently charges customers in the Louisville market a “Broadcast TV Surcharge” of approximately \$28 per month. If Spectrum’s representations were accurate — that this fee is a mere pass-through cost — Spectrum would be paying local stations over \$33 million annually in retransmission fees.

20. However, it is believed that actual retransmission costs are far lower, suggesting that Spectrum is profiting substantially from this fee, contrary to how it is portrayed to customers.

21. This discrepancy undermines Spectrum’s claim that the Broadcast TV Surcharge is a non-discretionary cost. Instead, it supports the inference that the surcharge is a profit-generating charge deceptively framed as a regulatory or pass-through fee. This misrepresentation is material to consumers, who would not reasonably expect discretionary operator charges to be



presented as unavoidable third-party costs.

22. These actions, including other billing violations by Spectrum, represent a long-standing practice of misrepresenting the nature of the Broadcast TV Surcharge, and constitute an unfair, false, misleading, or deceptive act or practice under the KCPA.

23. Spectrum's conduct also violates 47 C.F.R. § 76.310(a)-(b), which mandates clear, accurate, and easy-to-understand all-in pricing disclosures on subscriber bills and promotional materials. The FCC's 2024 Report and Order (FCC 24-29) clarified that 'Broadcast TV Fees' and similar discretionary charges must not be disguised as regulatory or mandatory line items. Spectrum's billing and advertising practices fail to comply with these federal standards and constitute a deceptive act under KRS 367.170.

#### CLASS ACTION ALLEGATIONS

24. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to CR 23.01 and CR 23.02.

25. The proposed class is defined as:

**All persons in Kentucky who subscribed to Spectrum's television services for personal, family, or household purposes and were charged a Broadcast TV Surcharge during the applicable limitations period.**

26. Plaintiff reserves the right to propose one or more subclasses under CR 23.02, including, but not limited to, subclasses defined by billing format, date range, or type of customer communications received.

27. The class is so numerous that joinder of all members is impracticable. The size of the putative class can be estimated based on public subscriber data and the widespread application of the Broadcast TV Surcharge. Spectrum has tens of thousands of residential cable customers in





Kentucky alone.

28. There are questions of law and fact common to the class, including:
  - a. Whether Spectrum misrepresented the nature of the Broadcast TV Surcharge;
  - b. Whether Spectrum engaged in additional misleading billing practices in violation of federal law, Kentucky law, the KCPA and FCC 24-29.
  - c. Whether such misrepresentation violates the KCPA; and
  - d. Whether class members suffered damages as a result.
29. Plaintiff's claims are typical of the claims of the class members.
30. Plaintiff will fairly and adequately protect the interests of the class.
31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

### COUNT I VIOLATION OF KRS 367.170

32. Plaintiff restates and incorporates by reference the preceding paragraphs.
33. Plaintiff and the class members purchased Spectrum's services for personal, family, or household purposes and suffered ascertainable losses as a result of Spectrum's unlawful practices.
34. Spectrum's conduct as described constitutes unfair, false, misleading, or deceptive acts or practices in the conduct of trade or commerce, in violation of KRS 367.170.
35. Pursuant to KRS 367.220, Plaintiff and the class members are entitled to recover actual damages, punitive damages, attorney's fees, and costs.

**COUNT III  
PUNITIVE DAMAGES**

36. Plaintiff incorporates by reference all preceding paragraphs as if fully restated herein.

37. On information and belief, beginning in or around 2022, Spectrum's traditional cable television business began to stagnate and decline, a trend reflected in Charter Communications' annual reports. Although Charter's total revenue increased modestly, this growth was driven primarily by broadband and mobile services, not cable television. In contrast, video-specific revenue declined sharply over the same period.

38. At the same time, Spectrum's residential video subscriber base shrank dramatically. According to Charter's financial filings with the federal Securities and Exchange Commission (SEC), Charter acknowledged cable-subscriber attrition, but stated that the losses were partially offset by pricing adjustments, including "pass-through programming rate increases."<sup>2</sup>

39. Rather than transparently raise its advertised prices, an act which would have exposed Spectrum to heightened churn and customer dissatisfaction, Spectrum instead disguised price increases within the surcharge, misrepresenting it as a cost recovery fee for broadcast carriage, despite the fact that it was entirely within Spectrum's discretion and included an undisclosed profit component.

40. Spectrum's conduct was not merely about recovering costs—it was part of a broader strategy to offset stagnating cable television revenue by inflating consumer bills through

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<sup>2</sup> Charter Communications' 2023 Form 10k, at 37; Charter Communications' 2024 Form 10k, at 39.



deceptive fee structures designed to appear externally mandated. This strategy reflects a deliberate and indifferent corporate policy that elevated short-term revenue and unfair profits over fair dealing with consumers.

41. Upon information and belief, Spectrum’s deceptive billing practices, specifically the misrepresentation of the Broadcast TV Surcharge as a non-discretionary pass-through fee, were implemented and maintained, in part, to inflate reported cable revenues and customer average revenue per unit (ARPU). This inflation served to enhance the apparent financial strength and valuation of Spectrum’s cable segment.

42. According to news reports, in May 2025, Charter Communications announced an agreement to merge with Cox Communications, a transaction valued at approximately \$34.5 billion. This deal would position the combined entity as the largest broadband provider in the United States.

43. On information and belief, Spectrum’s artificially inflated fee-based revenue may have played a role in bolstering its financial profile ahead of merger negotiations.

44. Spectrum’s conduct, including but not limited to its misrepresentation of the Broadcast TV Surcharge as a mandatory, pass-through or government-imposed fee, when in fact it was a discretionary and profit-generating charge, was willful, wanton, reckless, and carried out with reckless indifference and conscious disregard to the rights of consumers.

45. Spectrum knew or should have known that its billing practices misled consumers about the true nature and purpose of the surcharge and failed to adequately disclose the discretionary and profit-based character of the fee.

46. Spectrum’s conduct was part of a systematic and deliberate business strategy

affecting thousands of customers, indicating a corporate policy or pattern of disregard for consumer rights.

47. As a result, Plaintiff and the Class are entitled to recover punitive damages under the common law and Kentucky statutes, including KRS 411.184 and KRS 411.186, to punish and deter Spectrum from engaging in similar conduct in the future.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, Richard Wookey, by counsel, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment against Defendants and:

- A. Certify this action as a class action pursuant to CR 23.01 and CR 23.02;
- B. Appoint Plaintiff as class representative and Plaintiff's counsel as class counsel;
- C. Award actual damages to Plaintiff and class members;
- D. Award punitive damages as permitted by law;
- E. Award reasonable attorney's fees and costs;
- F. Grant injunctive relief prohibiting Spectrum from continuing its deceptive practices;
- G. Grant such other and further relief as the Court deems just and proper.



Respectfully submitted,

WINTON & HIESTAND

/s/ Chauncey Hiestand

Chauncey Hiestand (KBA No. 90433)

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