

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

IN RE: NEXSTAR-TEGNA MERGER
LITIGATION

No. 2:26-cv-00976-TLN-CKD

ORDER

This matter is before the Court on Plaintiffs’¹ Motion for Clarification of the Preliminary Injunction. (ECF No. 269.) Defendants Nexstar Media Group, Inc. (“Nexstar”) and TEGNA Inc. (“TEGNA”) (collectively, “Defendants”) filed an opposition. (ECF No. 279.) Plaintiffs filed a reply. (ECF No. 283.) Defendants filed a sur-reply. (ECF No. 286-1.) For the reasons set forth below, the Court GRANTS Plaintiffs’ motion and clarifies that its April 17, 2026 preliminary injunction (ECF No. 172) prohibits current and former Nexstar officers, employees, directors, consultants, or other affiliated personnel from serving on the Board of Directors for TEGNA.

///

///

¹ The instant motion is brought by DIRECTV, LLC (“DIRECTV”) and the State of California, State of Colorado, State of Connecticut, State of Illinois, State of Indiana, State of Kansas, Commonwealth of Massachusetts, State of New York, State of North Carolina, State of Oregon, Commonwealth of Pennsylvania, State of Vermont, and Commonwealth of Virginia (collectively, “Plaintiff States”). The Court refers to all these entities collectively as “Plaintiffs.”

1 **I. FACTUAL AND PROCEDURAL BACKGROUND²**

2 The instant action arises from Nexstar’s allegedly unlawful acquisition of TEGNA. On
3 April 17, 2026, this Court issued a preliminary injunction requiring Nexstar to preserve TEGNA
4 as a separate and independent entity during these proceedings. (ECF No. 172.) In early May
5 2026, public reports surfaced that Nexstar was not maintaining TEGNA as an independently-run
6 company. (ECF No. 269 at 19.) On May 7, 2026, Nexstar CEO Perry Sook (“Sook”) told
7 investors the following:

8 If you go back to the interim operating covenants, and it’s now public
9 in the order as well, they’re primarily financial transactions above a
10 certain size would have to be approved by the Board of TEGNA,
11 which is comprised of Nexstar executives, and Nexstar management
12 team, and that’s been approved by the courts that – and so – and we
13 have the ability to appoint management inside of TEGNA. And so I
 think all of those things together are the governance that will guide
 us during this whole separate period. And so they operate as a
 subsidiary. We can have conversations with them, the executives
 running the entity report to the Board.

14 (ECF No. 269-2 at 26.) Further, Bloomberg reported on May 22, 2026, that although some
15 TEGNA management remained, they served in only “limited roles,” lacked “authority to
16 communicate with employees,” and Nexstar “must make” decisions directing TEGNA-owned
17 stations. (*Id.* at 7–11.)

18 Plaintiffs requested information regarding Defendants’ compliance with the preliminary
19 injunction on May 22, 2026. (ECF No. 269-2 at 2–6.) On June 12, 2026, Defendants disclosed
20 that the five-member TEGNA Board is comprised exclusively of current and former Nexstar
21 executives, as follows: Perry Sook (Nexstar Chief Executive Officer); Michael Biard (Nexstar
22 President and Chief Operating Officer); Lee Ann Gliha (Nexstar Executive Vice President and
23 Chief Financial Officer); Elizabeth Ryder (Nexstar Executive Vice President, General Counsel,
24 and Secretary to Nexstar Board of Directors); and Timothy Busch (Former President of Nexstar
25 Broadcasting, Inc. and Nexstar consultant). (ECF No. 269 at 20; ECF No. 269-5.) Defendants
26 also disclosed the TEGNA Board “[e]xercises governance oversight of TEGNA, including

27 _____
28 ² The Court need not recite the background facts of this case herein, as they are set forth
 fully in the Court’s April 17, 2026 preliminary injunction Order. (ECF No. 172.)

1 establishing a functional governance structure, appointing TEGNA officers, and approving
2 TEGNA budgets.” (ECF No. 269 at 20; ECF No. 269-5.)

3 Plaintiffs assert they subsequently advised Defendants these disclosures raised serious
4 concerns Defendants were violating the preliminary injunction, requested Nexstar executives
5 resign from the TEGNA Board, and sought information about the Board’s actions. (ECF No. 269
6 at 20–21; ECF No. 269-7.) Plaintiffs subsequently engaged in meet and confer with Defendants
7 regarding this issue to no successful resolution. (ECF No. 269 at 21–23.) On July 22, 2026,
8 Plaintiffs filed the instant motion for clarification and compliance relief. (*See id.*)

9 II. STANDARD OF LAW

10 “A district court has discretion to clarify or modify the scope of an injunction.” *Safari*
11 *Club Int’l v. Bonta*, 756 F. Supp. 3d 837, 840 (E.D. Cal. 2024) (citing cases). “By clarifying the
12 scope of a previously issued injunction, a court ‘add[s] certainty to an implicated party’s effort to
13 comply with the order and provides fair warning as to what future conduct may be found
14 contemptuous.’” *Id.* (quoting *N.A. Sales Co., Inc. v. Chapman Indus. Corp.*, 736 F.2d 854, 858
15 (2d Cir. 1984)). Where a preliminary injunction has been appealed, the district court nevertheless
16 retains jurisdiction to enforce the preliminary injunction and similarly retains jurisdiction to
17 clarify the meaning of its orders. *Thakur v. Trump*, 795 F. Supp. 3d 1168, 1178 (N.D. Cal. 2025)
18 (citing *Pub. Serv. Co. of Colo. v. Batt*, 67 F.3d 234, 238 (9th Cir. 1995)).

19 III. ANALYSIS

20 Plaintiffs request the Court clarify the preliminary injunction does not allow current
21 Nexstar personnel or recent former Nexstar personnel, including Nexstar contractors, to serve on
22 TEGNA’s Board of Directors. (ECF No. 269 at 24–32.) Plaintiffs also request the Court order
23 Defendants to submit monthly reports on compliance and require expedited compliance
24 discovery. (*Id.* at 32–33.) The Court will address each of these requests in turn.

25 A. Clarification of the Preliminary Injunction

26 The parties dispute (1) whether the preliminary injunction allows Nexstar executives to
27 serve on TEGNA’s Board, (2) whether the Sarbanes-Oxley Act and Securities and Exchange
28 Commission (“SEC”) requirements and Nexstar’s debt agreements require the Nexstar CEO and

1 CFO to serve on TEGNA’s Board, and (3) whether the Court’s Order authorizes the TEGNA
2 Board’s actions to date. The Court will address each of the parties’ arguments in turn.

3 *i. Whether the Preliminary Injunction Allows Nexstar Executives to*
4 *Serve on TEGNA’s Board*

5 Plaintiffs argue the preliminary injunction does not allow Nexstar to control the TEGNA
6 Board, as this enables Nexstar to influence management of TEGNA and obtain access to
7 TEGNA’s confidential information. (ECF No. 269 at 24–25.) Plaintiffs contend Nexstar’s claim
8 that “its reconstituted TEGNA Board” is “engaging only in activities” allowed by the preliminary
9 injunction cannot be right, as “[d]irectors cannot discharge their duties while deliberately
10 insulated from the information necessary to evaluate significant corporate decisions.” (*Id.* at 25–
11 26.) Plaintiffs state Nexstar has admitted the TEGNA Board approves TEGNA’s budgets (and
12 the Board even recently approved revisions to TEGNA’s 2026 budget “based on a forecast
13 provided by TEGNA’s finance personnel.”) (*Id.* at 26 (citing ECF No. 269-5 at 2–3; ECF No.
14 269-11 at 3).) Given this, Plaintiffs contend “[i]t is hard to imagine that a forecast of TEGNA’s
15 operations did not contain competitively sensitive information about its business” and therefore
16 TEGNA is not being maintained as a “separate and distinct” entity as the preliminary injunction
17 requires.³ (*Id.* at 26–27.)

18 In opposition, Defendants argue the TEGNA Board composition is compliant with the
19 Court’s preliminary injunction as the “Order expressly permits Nexstar to carry out various
20 functions for TEGNA, including appointing officers, taking steps to comply with Nexstar’s
21 obligations under the federal securities laws and its debt agreements, and requiring TEGNA’s
22 adherence to the Merger Agreement’s interim operating covenants.” (ECF No. 279 at 14–15.)
23 Defendants submit the Order specifies that Nexstar employees or officers shall not be “TEGNA
24 officers” but contains no similar prohibition on serving as TEGNA directors. (*Id.* at 15.) To
25 support this argument, Defendants point to other provisions of the Order that list “directors” and

26 ³ Plaintiffs also assert that § 8 of the Clayton Act reinforces this conclusion, as it prohibits
27 the same directors from sitting on the board of competitors. (*Id.* at 27.) However, the Court need
28 not and does not address Plaintiffs’ arguments about the Clayton Act, as it finds that Nexstar
executives serving on TEGNA’s Board violates the preliminary injunction.

1 “officers” as distinct categories and note the Order does not include any prohibition on Nexstar
2 personnel serving as TEGNA’s directors. (*Id.* at 15.)

3 The relevant portions of the Court’s preliminary injunction are as follows:

4 Nexstar must permit TEGNA to continue operating as a separate and
5 distinct, independently managed business unit from Nexstar, and
6 Nexstar must put measures in place to maintain TEGNA as an
7 ongoing, economically viable, and active competitor. TEGNA shall
8 have separate management that operates TEGNA in the ordinary
9 course consistent with pre-closing practices . . .

10 Nexstar must place and maintain internal controls and procedures to
11 prevent the sharing of competitively sensitive information . . . [and]

12 Nexstar must not influence the management of the held-separate
13 TEGNA business unit.

14 (ECF No. 172 at 48.) The Court’s Order allowed Nexstar to appoint or reappoint TEGNA
15 officers only “to the extent necessary to permit TEGNA to fulfill its obligations under this
16 Order,” prevented Nexstar from appointing “current Nexstar employees, or former employees
17 employed within the prior six months, as TEGNA officers,” and clarified that “no TEGNA officer
18 shall be an officer of Nexstar.” (*Id.* at 50.)

19 A preliminary injunction “must be read in light of [its] purpose.” *FTC v. Productive*
20 *Mktg., Inc.*, 136 F. Supp. 2d 1096, 1109 (C.D. Cal. 2001). The Court’s Order is intended to
21 preserve TEGNA as a separate and distinct, independently managed business unit from Nexstar.
22 It is directly contrary to the intent of the preliminary injunction to allow Nexstar executives to
23 serve on TEGNA’s Board. Nexstar’s control of the TEGNA Board will undoubtedly allow it to
24 influence TEGNA’s management and obtain access to TEGNA’s confidential information.

25 Plaintiffs provide sufficient evidence to establish TEGNA’s Board has access to
26 confidential information. Plaintiffs cite to a TEGNA Proxy Statement that notes, prior to closing,
27 the TEGNA Board of Directors was “actively involved in overseeing, reviewing, and guiding the
28 Company’s corporate strategy,” which included “developments in [the] industry and industry
positioning, opportunities for growth, multiyear strategic plans, investments and capital
allocation, including M&A-related decisions[.]” (ECF No. 269 at 25 (citing TEGNA Inc.,
Definitive Proxy Statement at 33 (Schedule 14A) (Mar. 11, 2024)).) This Proxy Statement also

1 states board discussion were “regularly infused with strategic and business themes,” including
2 “presentations to the Board to facilitate a further in-depth and comprehensive discussion and
3 review of the Company’s strategic and operational plans.” (*Id.*)

4 Defendants do not counter Plaintiffs’ assertions that TEGNA’s Board has influence over
5 TEGNA management. Indeed, Defendants appear to concede the point in arguing that Nexstar
6 should retain a majority on the TEGNA Board for the “ability to divert course if needed.” (ECF
7 No. 279 at 17.) Defendants do not respond to Plaintiffs’ statement that Defendants have admitted
8 TEGNA officers provide updates about TEGNA to Nexstar executives on TEGNA’s Board, and
9 Sook himself has stated TEGNA senior management must “report to the Board” and can “have
10 conversations” with Nexstar executives. (*Id.* at 27 (citing ECF No. 269-11, ECF No. 269-2 at 20,
11 25).) Defendants also acknowledged the Board “received updates from TEGNA management”
12 and approved “revisions to TEGNA’s 2026 budget that was prepared ‘based on a forecast
13 provided by TEGNA’s finance personnel.’” (*Id.* at 21, 26 (citing ECF No. 269-8 at 3, ECF No.
14 269-11 at 3).)

15 The Court also finds persuasive Plaintiffs’ argument that a “TEGNA Board that approves
16 budgets without understanding them — or abstains whenever material business issues arise — is
17 not functioning as a genuine corporate board consistent with TEGNA’s “pre-closing practices,” as
18 the preliminary injunction requires. (*Id.* at 26 (citing ECF No. 172 at 48).) Tellingly, Defendants
19 provide no response to this assertion.

20 In light of the foregoing, Defendants cannot convincingly argue that having Nexstar
21 executives serve on TEGNA’s Board complies with the preliminary injunction. Defendants’
22 hyper-technical reading that the Order does not contain a similar prohibition on Nexstar
23 employees or officers serving as TEGNA directors is entirely disingenuous — especially given
24 that the Order refers to officers because that is how Nexstar worded its modification request.
25 (ECF No. 63 at 7.) It is clearly the spirit of the preliminary injunction that Nexstar executives
26 would be prohibited from serving as not just TEGNA officers, but TEGNA directors as well. It is
27 shocking that Defendants think installing a Board of Directors comprised primarily of Nexstar
28 executives would not create influence over TEGNA management. This undermines TEGNA as

1 an independent entity and violates the preliminary injunction.

2 The Court previously rejected Defendants' requests to give Nexstar "management
3 authority" over TEGNA and to permit integration at the corporate level. (ECF No. 63 at 6.) At
4 the April 7, 2026 hearing on the preliminary injunction, Defendants sought to narrow any
5 injunction to specific market areas rather than the corporate level. In support of their narrow
6 proposal, Defendants raised the issue of compliance with the Sarbanes-Oxley Act and debt
7 agreements, although they made no mention of their argument here that Nexstar executives *must*
8 serve on TEGNA's Board. Ultimately, after hearing the parties on this issue, the Court rejected
9 Defendants' proposal and issued its preliminary injunction requiring complete independence
10 between the entities. However, at the hearing, the Court specifically instructed Defendants to
11 seek relief from this Court if Defendants needed additional authority to ensure TEGNA's
12 continued operations. Even absent this direct solicitation by the Court, if Defendants believed
13 having Nexstar executives on TEGNA's Board was required to comply with the Sarbanes-Oxley
14 Act and its debt agreements, they should have preemptively disclosed the Board appointments to
15 the Court and sought permission for them to remain, just as they did in seeking permission to
16 appoint TEGNA officers. (ECF No. 63 at 7.)

17 Further, Defendants have a duty of candor to the Court under California Rule of
18 Professional Conduct 3.3, which the Eastern District of California incorporates under Local Rule
19 180. *See* E.D. Cal. L.R. 180(e). Through the instant motion, the Court has learned for the first
20 time that, on the very day the motion for temporary restraining order ("TRO") was filed, three
21 Nexstar officials were appointed to TEGNA's Board.⁴ (ECF No. 279 at 6 ("As TEGNA publicly
22 announced in an 8-K filing with the [SEC] on March 20, 2026, the post-close directors of
23 TEGNA were Perry Sook ([CEO] of Nexstar), Lee Ann Gliha ([CFO] of Nexstar), and Rachel
24 Morgan (then-General Counsel of Nexstar).").) Yet, Defendants never disclosed this material
25 information to the Court — not in briefing on the TRO, not in their TRO compliance report, not
26

27 ⁴ It is not clear on the record when the additional Nexstar executives were appointed to
28 TEGNA's Board. Assuming they were appointed after the Court issued its TRO, such
appointments would be a direct violation of this Court's Order.

1 in seeking modification of the TRO, not during the preliminary injunction hearing, nor in the
2 months following the preliminary injunction. Defendants repeatedly failed to disclose material
3 information to this Court, declined to seek Court guidance or relief, and then publicly declared
4 that the Court had “approved” their actions. (*See* ECF No. 269-2 at 26.) Defendants’ conduct is
5 brazen. The Court finds Defendants have failed to comply with Rule 3.3 and admonishes them
6 for their lack of candor.

7 *ii. Nexstar’s CEO and CFO on the TEGNA Board*

8 Plaintiffs assert Defendants have not identified any statutory or regulatory authority that
9 requires Nexstar executives to serve on TEGNA’s Board. (ECF No. 269 at 29.) Plaintiffs further
10 assert the Sarbanes-Oxley Act does not require top company executives to personally review or
11 verify every subsidiary’s financial reporting. (*Id.*) According to Plaintiffs, the Act instead
12 “requires the CEO and CFO to certify periodic reports based on disclosure controls and
13 procedures designed to ensure that material information is collected and communicated to senior
14 management.” (*Id.* (citing 15 U.S.C. § 7241).) Plaintiffs maintain controls such as sub-
15 certifications and representations from finance personnel, business-unit leaders, and other
16 employees could have been implemented. (*Id.*)

17 In opposition, Defendants argue Nexstar’s CEO (Sook) and CFO (Lee Ann Gliha
18 (“Gliha”)) must serve on TEGNA’s Board to discharge Nexstar’s Sarbanes-Oxley Act and related
19 SEC reporting requirements, as they must “personally attest to the accuracy of Nexstar’s financial
20 statements and the sufficiency of Nexstar’s internal controls,” and have “the ability to course-
21 correct any deficiencies in the controls.” (ECF No. 279 at 16.) According to Defendants,
22 Plaintiffs’ proposed solution to rely on sub-certifications is irresponsible, as the obligations are
23 non-delegable. (*Id.* at 16–17.) Finally, Defendants maintain Sook and Gliha must serve on
24 TEGNA’s Board to discharge Nexstar’s debt agreement obligations, as they must assess and
25 approve decisions implicating covenants contained within those debt agreements that bind
26 Nexstar as a consolidated entity (including TEGNA). (*Id.* at 18.)

27 In reply, Plaintiffs maintain having Nexstar executives serve on TEGNA’s Board is
28 neither narrowly tailored nor necessary because three of the five Board members have no such

1 Sarbanes-Oxley Act requirements and the Act does not require executives to sit on a company's
 2 board to fulfill their obligations under the Act. (ECF No. 283 at 4–5.) Plaintiffs also assert
 3 having Nexstar executives serve on TEGNA's Board is not narrowly tailored to any reporting or
 4 debt covenant requirements because it has collateral consequences that the injunction forbids.
 5 (*Id.* at 7.)

6 After reviewing the parties' arguments, the Court is not persuaded that Nexstar executives
 7 must sit on TEGNA's Board to comply with its Sarbanes-Oxley Act requirements and to fulfill its
 8 debt agreement obligations.⁵ The only evidence Defendants provide in support of this assertion
 9 are declarations from Nexstar's CEO and CFO concluding their Board membership is necessary.
 10 However, the Court need not credit self-serving conclusory assertions provided without citation to
 11 any such obligation, *see United States v. Bright*, 596 F.3d 683, 695 (9th Cir. 2010), particularly
 12 where Plaintiffs present alternative ways for Defendants to meet their obligations.⁶ The Court
 13 finds it telling that Defendants do not contest Plaintiffs' assertion that none of the "series of the
 14 interrelated certification provisions" that Defendants cite require the CEO and CFO of a company
 15 to sit on the Board of Directors in order to fulfill their Sarbanes-Oxley Act requirements.⁷ (ECF
 16 No. 283 at 5; *see also* ECF No. 286-1.) Plaintiffs also provide citation to SEC requirements —
 17 un rebutted by Defendants in their sur-reply — that the SEC "expressly disavow[s] any such

18 ⁵ The declaration of Defendants' expert amounts to a permissive statement rather than a
 19 mandatory one that TEGNA Board seats provide Nexstar a mechanism to carry out oversight
 20 duties, not that it is the only tool or a required one to comply with SEC obligations. (*See* ECF
 No. 279-18 at 5.)

21 ⁶ The Court also finds persuasive Plaintiffs' argument that a "CFO's service on [a
 22 company's] board is the exception rather than the rule." (ECF No. 283 at 6 (citing Alexander
 23 May & Bill Erlain, A Survey of Non-Independent Directors at S&P 500 Companies, Harv. Law
 24 Sch. F. on Corp. Governance (June 27, 2024), <https://corpgov.law.harvard.edu/2024/06/27/a-survey-of-non-independent-directors-at-sp-500-companies> ("[O]nly four of the 161 companies
 [surveyed] had a sitting CFO as a director.")). However, without clarity on whether these
 companies are similarly-situated, the Court declines to base its finding on this argument.

25 ⁷ Indeed, as Plaintiffs note, "[t]ogether, these provisions establish the certification
 26 requirement, 15 U.S.C. § 7241, authorize the SEC to prescribe rules for financial reporting, 15
 27 U.S.C. § 7262, elaborate on the form of certificate, 17 C.F.R. § 240.13a-14, affirm that certifiers
 must attest to the effectiveness of the company's disclosure controls and procedures and internal
 28 controls, 17 C.F.R. § 240.13a-15, and provide for criminal penalties for noncompliant statements,
 18 U.S.C. § 1350." (ECF No. 283 at 5–6.)

1 requirement” to require the CEO and CFO sit on the Board to satisfy reporting obligations. (ECF
 2 No. 283 at 5–6 (noting the SEC’s rule implementing certification requirements does “not
 3 requir[e] any particular procedures for conducting the required review and evaluation” (citing
 4 Certification of Disclosure in Companies’ Quarterly and Annual Reports, 67 Fed. Reg. 57276,
 5 57280 (Sep. 9, 2002)).) Finally, as most of Defendants’ arguments relate to why Sook and Gliha
 6 must serve on TEGNA’s Board, the Court finds having the three other current or former Nexstar
 7 executives sitting on TEGNA’s Board to be neither necessary nor narrowly tailored.

8 *iii. Paragraph 11 of the Injunction and the TEGNA Board’s Actions*

9 Plaintiffs argue Nexstar’s interpretation of the preliminary injunction’s language “would
 10 swallow the basic hold-separate rule embodied in the Court’s Order.” (ECF No. 269 at 29.) In
 11 opposition, Defendants maintain the actions TEGNA’s Board has taken to date are expressly
 12 permitted by paragraph 11 of the preliminary injunction Order. (ECF No. 279 at 19.) Defendants
 13 note TEGNA’s Board has reviewed and approved TEGNA’s revised budget, selected a CEO, and
 14 ratified the CEO’s selection of other officers, including compensation packages for most of the
 15 officers.⁸ (*Id.*)

16 Paragraph 11(c) of the preliminary injunction states that it shall not be a violation for
 17 Nexstar to:

18 take actions necessary to establish a functional governance structure
 19 for TEGNA, including appointing or reappointing officers, to the
 20 extent necessary to permit TEGNA to fulfill its obligations under this
 21 Order, provided however that Nexstar shall not appoint current
 Nexstar employees, or former employees employed within the prior
 six months, as TEGNA officers and no TEGNA officer shall be an
 officer of Nexstar.

22 (ECF No. 172 at 50.)

23 Here, as established previously, the Court agrees with Plaintiffs that appointing Nexstar
 24 executives as TEGNA directors does not meet the foregoing standard because such a “governance

25 ⁸ Defendants also assert that should TEGNA’s Board encounter a situation in which it must
 26 decide an issue outside the specific functions permitted by paragraph 11, the Nexstar executives
 27 serving on the Board would recuse themselves from any such decision. (ECF No. 279 at 20.) In
 28 light of the Court’s finding that Nexstar executives serving on TEGNA’s Board violates the
 preliminary injunction, the Court need not and does not address the parties’ arguments with
 respect to recusal.

1 structure causes Nexstar to violate its obligations under the injunction by influencing
 2 management of TEGNA and accessing TEGNA’s confidential information.” (ECF No. 269 at
 3 28.) Further, the Court’s preliminary injunction reflects carefully revised modifications to the
 4 original TRO. The Court agrees with Plaintiffs that restraint is reflected throughout the Order,
 5 “which cautions that various carve-outs should not be used ‘as a pretext to undermine TEGNA’s
 6 viability as a going concern,’ . . . and will apply only ‘to the extent necessary to permit TEGNA
 7 to fulfill its obligations under this Order.” (ECF No. 269 at 30 (citing ECF No. 172 ¶¶ 11(a),
 8 (c)).) The Court already considered this argument during the preliminary injunction hearing and
 9 rejected it. Defendants’ interpretation of paragraph 11 would indeed be the exception that
 10 swallows the rule. To be clear, paragraph 11 does not permit Nexstar executives to even serve,
 11 much less dominate TEGNA’s Board — even as it pertains to discharging Nexstar’s “obligations
 12 required under its debt instruments.” (ECF No. 172 ¶ 11(e).) As the Court has already stated
 13 above, this is not “narrowly tailored to complying with reporting requirements and avoiding
 14 breaches under debt instruments.” (*Id.*)

15 B. Compliance Monitoring and Discovery

16 The parties both request this Court establish processes for ongoing compliance monitoring
 17 and discovery disputes. Plaintiffs seek monthly compliance reports and expedited discovery on
 18 compliance with accelerated briefing schedules for any discovery disputes.⁹ (ECF No. 269 at 32–
 19 34.) Defendants request appointment of a special master to oversee compliance discovery and
 20 reporting. (ECF No. 279 at 20–23.)

21 Courts have inherent authority to monitor and enforce compliance with their lawful
 22 orders. *California Dep’t of Soc. Servs. v. Leavitt*, 523 F.3d 1025, 1033 (9th Cir. 2008) (citing
 23 *Shillitani v. United States*, 384 U.S. 364, 370 (1966).) Permitting compliance discovery is one
 24 such tool to aid courts in compliance and enforcement. *See id.* Additionally, a court may appoint
 25

26 ⁹ Plaintiffs also request the Court clarify that compliance discovery not count against their
 27 merits discovery limits. (ECF No. 269 at 34.) The Court so clarifies. Plaintiffs’ compliance
 28 discovery shall not count against their merits discovery limits. However, the Court may limit or
 restrict Plaintiffs’ compliance discovery requests, should it become necessary.

1 a special master to perform duties consented to by the parties or to address pretrial issues that
 2 cannot be effectively and timely addressed by available judges in the district, including
 3 compliance issues. Fed. R. Civ. P. 53(1)(1); *United States v. Suquamish Indian Tribe*, 901 F.2d
 4 772, 775 (9th Cir. 1990) (“Masters may also be appointed because of the complexity of litigation
 5 and problems associated with compliance with the district court order.”); *Stone v. City & Cnty.*
 6 *San Francisco*, 968 F.2d 850, 879 n.18 (9th Cir. 1992) (“Federal courts repeatedly have approved
 7 the use of special masters to monitor compliance with court orders[.]”).

8 As discussed above, the Court has found Defendants’ actions violated the preliminary
 9 injunction as clarified. Therefore, ongoing compliance monitoring and discovery is warranted in
 10 this case to ensure adherence to the preliminary injunction, particularly in light of Defendants’
 11 lack of candor. The Court is also mindful of the burden on the parties as they proceed to trial on
 12 an expedited basis (ECF No. 258) and the burden on this Court amidst a long-standing and
 13 exacerbated judicial emergency in this district.¹⁰ To further these goals, this Court permits
 14 compliance discovery and will require ongoing compliance monitoring with the input of the
 15 parties.

16 Discovery and Reporting: Defendants must respond to Plaintiffs’ outstanding compliance
 17 discovery requests and must provide Plaintiffs ordinary-course documents on a monthly basis, as
 18 ordered below. As to periodic reporting, “Defendants have already offered to provide Plaintiffs
 19 ordinary-course documents” as a less-burdensome substitute to generating new reporting
 20 materials. (ECF No. 279 at 22 (offering TEGNA board meeting minutes, changes to TEGNA
 21 budgets, and regular financial reporting presented to the TEGNA Board).) As to discovery
 22 responses, while Defendants object to “preemptively authorized [and] open-ended” compliance
 23 discovery over the course of a year (*id.* at 17–18), at this juncture, the Court orders complete
 24 responses to limited discovery — the discovery already propounded by Plaintiffs — until
 25 procedures for future compliance monitoring are in place. The Court finds these compliance tools

26
 27 ¹⁰ See Eastern District of California Judicial Emergency, United States District Court for the
 28 Eastern District of California, <https://www.caed.uscourts.gov/caednew/index.cfm/news/judicial-emergency/>.

1 to be reasonable and limited in scope and burden on the parties.

2 Monitoring and Disputes: In addition to exchanges between the parties, the Court finds
3 that ongoing and periodic compliance monitoring is warranted by a third party. Therefore, the
4 parties are ordered to meet and confer to propose procedures for ongoing compliance monitoring
5 and resolution of anticipated discovery disputes. The parties shall jointly file either a proposal for
6 appointment of a special master as further detailed below, or a stipulation and proposed order,
7 noticed to U.S. Magistrate Judge Carolyn Delaney, as to procedures for periodic compliance
8 reports and expedited briefing for disputes on compliance discovery.

9 In light of the Court's concerns and the potential for significant damage to TEGNA as an
10 independent entity in the face of non-compliance, the Court finds these measures are narrowly
11 tailored, fair, and reasonable to ensure compliance with the injunction, while mitigating the
12 burden on the parties and Court.

13 IV. CONCLUSION

14 For the foregoing reasons, Plaintiffs' Motion for Clarification of the Court's Preliminary
15 Injunction (ECF No. 269) is hereby GRANTED as follows:

- 16 1. The Court CLARIFIES that its April 17, 2026 preliminary injunction (ECF No. 172)
17 prohibits current and former Nexstar Media Group, Inc. officers, employees, directors,
18 consultants, or other affiliated personnel from serving on the Board of Directors for
19 TEGNA Inc. To the extent Defendants seek to appoint an individual with a material
20 relationship to Nexstar on TEGNA's Board, they shall first seek relief from the Court to
21 do so;
- 22 2. Defendants shall immediately take all actions necessary to comply with the preliminary
23 injunction as clarified in this Order. **Within ten days**, Defendants shall file a status report
24 identifying their actions to ensure compliance with this Order;
- 25 3. **Within seven days**, Defendants shall respond to Plaintiffs' outstanding compliance
26 discovery requests;

4. To ensure compliance with the preliminary injunction as clarified, Defendants shall provide Plaintiffs with the following documents and information **on a monthly basis**, beginning **within ten days** and continuing until final judgment:

- a. TEGNA Board Meeting Minutes;
- b. Any material changes to TEGNA budgets, forecasts, or strategic operating plans adopted or approved by TEGNA in the preceding month;
- c. Any periodic financial or operational reports (however titled or styled) presented to the TEGNA Board; and
- d. Any change in TEGNA's directors or officers.

This paragraph does not limit the duties or scope of any future-appointed Special Master for the purpose of compliance monitoring; and

5. **Within fourteen days**, the parties shall jointly file a stipulation and proposed order for the appointment of a Special Master ("SM"), in accordance with Federal Rule of Civil Procedure 53, to oversee compliance with the preliminary injunction as clarified and any compliance discovery disputes. (In the alternative, the parties may stipulate to procedures for compliance monitoring and expedited briefing on discovery disputes before the assigned magistrate judge and shall notice such proposal to U.S. Magistrate Judge Delaney.) If the parties agree to appoint an SM, the proposal must include:

- a. SM's duties as to compliance monitoring (including monthly compliance reports) and compliance discovery disputes (on an expedited basis), scope of duties, and limits on authority;
- b. SM's reporting procedures or disclosure obligations to the Court;
- c. procedures to expedite compliance discovery disputes;
- d. procedures for objection or review of SM's determinations;
- e. SM's obligations to preserve materials and record activities;
- f. circumstances under which SM is authorized to communicate ex parte with the Court or a party;

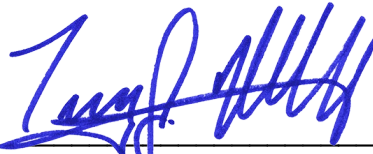
1 g. the basis, terms, and procedure for fixing SM's compensation at the expense of the
2 parties; and

3 h. the individual selected by the parties, including their credentials and experience.

4 The parties shall also submit the proposed SM's disqualification affidavit in
5 accordance with Fed. R. Civ. P. 53(b)(3). If the parties cannot agree on a
6 selection, the parties shall jointly submit up to three candidates for the Court to
7 consider for appointment based on relevant experience and credentials, without
8 identifying the proposing party for any candidate.

9 IT IS SO ORDERED.

10 DATE: August 5, 2026



11
12 TROY L. NUNLEY
13 CHIEF UNITED STATES DISTRICT JUDGE
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28