

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
ARKANSAS, NORTHERN DIVISION

E. Ritter Communications Holdings, LLC v. CenturyTel Broadband
Services, LLC, n/k/a Brightspeed Broadband, LLC

E. Ritter Communications · No. 3:25CV0004 JM · Decided March 6, 2026

SUMMARY

The court grants Brightspeed Broadband, LLC’s motion for summary judgment and denies Ritter Communications Holdings, LLC’s motion for partial summary judgment in a contract dispute concerning telecommunications service orders. Applying Delaware law, the court holds that the Master Services Agreement was incorporated into the Service Orders and that Ritter’s claims accrued when Brightspeed canceled the orders, not when an early termination charge became due. Because Ritter filed suit more than one year after the alleged breach, the court concludes that the claims are barred by the contractual limitations provision, cancels the scheduled bench trial, and directs the Clerk to close the case.

CASE DETAILS

COURT	United States District Court for the Eastern District of Arkansas, Northern Division
WRITING FOR THE COURT	James M. Moody Jr.
JURISDICTION	United States District Court for the Eastern District of Arkansas, Northern Division
DECIDED	March 6, 2026
DOCKET	3:25CV0004 JM
DISPOSITION	other
PROCEDURAL POSTURE	Cross-motions for summary judgment in a diversity action alleging breach of contract and related theories arising from Brightspeed's cancellation of telecommunications service orders and alleged failure to pay early termination charges.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute of material fact and the dispute may be decided solely on legal grounds. On cross-motions, each motion must be evaluated separately, viewing the record in the light most favorable to the nonmoving party on that motion.

PRECEDENTIAL VALUE	unknown
PARTIES	E. Ritter Communications Holdings, LLC v. CenturyTel Broadband Services, LLC, n/k/a Brightspeed Broadband, LLC

TOPICS

breach of contract contract interpretation statute of limitations summary judgment commercial litigation

PRACTICE AREAS

contract law civil procedure commercial litigation remedies

QUESTIONS PRESENTED

1. Whether the Master Services Agreement was incorporated into and governed the Service Order Agreements.
2. Whether the Master Services Agreement and Service Order Agreements were ambiguous.
3. Whether Ritter's claims accrued when Brightspeed canceled the Service Orders or when the early termination charge invoice became due.
4. Whether the Master Services Agreement's one-year contractual limitations provision barred Ritter's claims.
5. Whether Brightspeed was entitled to summary judgment on all claims and Ritter was entitled to partial summary judgment.

HOLDINGS

1. The Master Services Agreement applied to the Service Order Agreements because the Service Orders expressly incorporated the Master Services Agreement and its terms and conditions.
2. Neither the Master Services Agreement nor the Service Orders were ambiguous.
3. Ritter's cause of action accrued no later than June 13, 2023, when Brightspeed canceled the Service Orders, rather than on August 22, 2023, when the early termination charge invoice became due.
4. Section 6.2 of the Master Services Agreement barred all causes of action asserted by Ritter because the action was filed more than one year after the June 13, 2023 breach.
5. Brightspeed was entitled to summary judgment on all claims, and Ritter was not entitled to partial summary judgment.

KEY QUOTATIONS

“Summary judgment is appropriate only when there is no genuine issue of material fact, so that the dispute may be decided solely on legal grounds.” (at 5)

“The Court finds that the terms of the MSA apply to the Service Orders.” (at 6)

“The Court finds that all causes of action asserted by Ritter against Brightspeed, under any theory of liability, are barred by Section 6.2 of the MSA.” (at 10)

FACTUAL BACKGROUND

Ritter and Brightspeed executed a Master Services Agreement governed by Delaware law, followed by three Service Order Agreements for broadband fiber services terminating at a facility occupied by Brightspeed through a colocation arrangement with Lumen. Brightspeed lacked authority to grant Ritter access to the Lumen facility for installation. On June 13, 2023, Brightspeed canceled the Service Orders, and the next day entered an agreement with Lumen to provide the same services. Ritter later invoiced Brightspeed for early termination charges, which Brightspeed did not pay.

PROCEDURAL HISTORY

Ritter filed suit in Craighead County Circuit Court on August 22, 2024, and amended its complaint on January 12, 2025. Brightspeed removed the action to the United States District Court for the Eastern District of Arkansas on January 13, 2025, based on diversity jurisdiction and an amount in controversy exceeding \$75,000. Ritter moved for partial summary judgment, and Brightspeed moved for summary judgment on all claims. The court granted Brightspeed's motion, denied Ritter's motion, canceled the scheduled bench trial, and directed the Clerk to close the case.

DISPOSITION

other

CASES CITED

- Holloway v. Lockhart, 813 F.2d 874 (8th Cir. 1987)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 250 (1986)
- Inland Oil & Transp. Co. v. United States, 600 F.2d 725 (8th Cir. 1979), cert. denied, 444 U.S. 991 (1979)
- Counts v. M.K. Ferguson Co., 862 F.2d 1338, 1339 (8th Cir. 1988)
- City of Mt. Pleasant v. Associated Elec. Coop., 838 F.2d 268, 273-274 (8th Cir. 1988)
- State Farm Life Ins. Co. v. Youngs, 2022 WL 1017813, at *2 (D. Minn. Apr. 5, 2022)
- Fjelstad v. State Farm Ins. Co., 845 F. Supp. 2d 981, 984 (D. Minn. 2012)
- Young Am.'s Found. v. Kaler, 482 F. Supp. 3d 829, 851 (D. Minn. 2020)
- United Rentals, Inc. v. RAM Hldgs., Inc., 937 A.2d 810, 830 (Del. Ch. 2007)
- Rhone-Poulenc Basic Chems. Co. v. Am. Motorists Ins. Co., 616 A.2d 1192, 1196, 1198 (Del. 1992)
- BioVeris Corp. v. Meso Scale Diagnostics, LLC, 2017 WL 5035530, at *5 (Del. Ch. Nov. 2, 2017), aff'd, 202 A.3d 509 (Del. 2019)
- Axis Reinsurance Co. v. HLTH Corp., 993 A.2d 1057, 1063 (Del. 2010)
- Lorillard Tobacco Co. v. Am. Legacy Found., 903 A.2d 728, 739-41 (Del. 2006)
- In re Nat'l Collegiate Student Loan Trusts Litig., 251 A.3d 116, 151 (Del. Ch. 2020)

- State ex rel. Hirst v. Black, 83 A.2d 678, 681 (Del. Super. Ct. 1951)
- Brastor Mercantile, Ltd. v. Central Citrus S/A, 1989 WL 70971, at *4 (Del. Super. Ct. June 6, 1989)
- Smith v. Mattia, 2010 WL 412030, at *3 (Del. Ch. Feb. 1, 2010)
- Rumsey Elec. Co. v. Univ. of Del., 358 A.2d 712, 714 (Del. 1976)
- NVR, Inc. v. Carter Farm, LLC, 2026 WL 297226, at *11 (Del. Ch. Feb. 4, 2026)
- AM Gen. Holdings LLC v. The Renco Group, Inc., 2016 WL 4440476, at *11 (Del. Ch. Aug. 22, 2016)
- Oliver B. Cannon and Son, Inc. v. Fidelity and Cas. Co. of New York, 484 F. Supp. 1375 (D. Del. 1980)
- Sorensen v. Overland Corp., 142 F. Supp. 354, 361 (D. Del. 1956), aff'd, 242 F.2d 70 (C.A.3, 1957)
- Certainteed Corp. v. Celotex Corp., 2005 WL 217032, at *5 (Del. Ch. Jan. 24, 2005)

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