

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

NICK SNYDER, et al.,

*Plaintiffs,*

v.

WASHINGTON NATIONALS  
BASEBALL CLUB, LLC,

*Defendant.*

Civil Action No. 1:24-cv-01182 (CJN)

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“**Agreement**”) is entered into by and among (i) plaintiffs and class representatives Nick Snyder and David Coyne (collectively, “**Plaintiffs**” or “**Class Representatives**”), on behalf of themselves and the proposed Settlement Class (as defined herein); and (ii) defendant Washington Nationals Baseball Club, LLC (“**Defendant**” or the “**Nationals**”). Plaintiffs and Defendant are collectively referred to herein as the “**Parties**.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**AGREEMENT**

**1. DEFINITIONS.**

As used in this Agreement, the following terms have the meanings specified below:

**A. “Action”** means *Snyder, et al. v. Washington Nationals Baseball Club, LLC*, Civil Action No. 1:24-cv-01182, in the United States District Court for the District of Columbia.

**B. “Actual Damages”** means, with respect to each Covered Ticket Purchase, the difference between (1) the price the ticket purchaser paid in connection with such Covered Ticket Purchase less any spending credit received in connection with such Covered Ticket Purchase and (2) the price that the ticket purchaser would have paid in connection with such Covered Ticket Purchase had such ticket purchaser received the “Millennial” or “Young Professional” discount less any spending credit they would have received in connection with such Covered Ticket Purchase had they received the “Millennial” or “Young Professional” discount.

**C. “Actual Damages Cash Entitlement”** means, with respect to each Covered Ticket Purchase, sixty-two and two-tenths of one percent (62.2%) of Actual Damages.

**D. “Age”** means an individual ticket purchaser’s date of birth, as of the date of the ticket purchase, if such date of birth was available to the Nationals and yields an age between 18 and 99, or, if not, the approximate age that has been supplied to the Nationals by Acxiom, a third-party data provider, as of July 29, 2024.

**E. “Alternate Judgment”** means a form of final judgment that may be entered by the Court in a form other than the form of Judgment provided for in this Agreement and where none of the Parties elects to terminate this Agreement by reason of such variance.

**F. “Claim Form”** means the document substantially in the form attached hereto as **Exhibit A** (for Known Class Members) or **Exhibit B** (for Potential Class Members), as approved by the Court. The Claim Form shall be submitted by Settlement Class Members pursuant to this Agreement. The Claim Form for Potential Class Members shall be available online at Defendant’s website, [mlb.com/nationals](http://mlb.com/nationals), and at the Settlement Administrator’s website.

**G. “Class Counsel”** means Peter Romer-Friedman and David Berman, of Peter Romer-Friedman Law PLLC, and Ryan Allen Hancock and Samuel Datlof, of Willig, Williams & Davidson.

**H. “Class List”** is defined in Section 4(A).

**I. “Class Period”** means the period from January 1, 2023 through March 28, 2024.

**J. “Consideration”** means value provided to a Settlement Class Member, which will either be in the form of a cash payment or Ticket Credit.

**K. “Court”** means the United States District Court for the District of Columbia, the Honorable Carl J. Nichols, United States District Judge, presiding, or any judge who succeeds him as the judge in this Action.

**L. “Covered Ticket Purchase”** means a purchase of (1) a single-game ticket to a Nationals home baseball game during the 2023 or 2024 Major League Baseball regular season; (2) made directly from the Nationals on the Nationals or MLB.com websites, by phone, or at the Nationals’ box office; (3) during the Class Period; (4) by a purchaser whose age was 40 or older at the time of the ticket purchase; (5) for an Eligible Seat; and (6) by a purchaser whose Actual Damages were greater than zero. For the avoidance of doubt, a ticket purchase through any third party ticketing service or secondary market platform, such as Stubhub or Ticketmaster, is not a Covered Ticket Purchase.

**M. “Defendant’s Counsel”** means George W. Ingham, Michael E. DeLarco, and James J. McEntee of Hogan Lovells US LLP.

**N. “Eligible Seat”** means a seat eligible for the “Millennial” or “Young Professional” discount, *i.e.*, a seat located in the following sections of the Nationals’ Stadium: Baseline Box, Baseline Reserved, Infield Box, Corner, Scoreboard Pavilion, Upper Gallery.

**O. “Effective Date”** is defined in Section 9(A).

**P. “Fee Award”** means the total amount of attorneys’ fees and expense reimbursement awarded by the Court to Class Counsel, which will be paid by Defendant separate and apart from distributions to Class Members and the Settlement Fund.

**Q. “Final Approval Date”** means one (1) business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment or Alternate Judgment, if no appeal has been filed; (ii) if there is an appeal or appeals of the Final Judgment or Alternate Judgment, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment or Alternate Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal of the Final Judgment or Alternate Judgment or the final dismissal of any proceeding on *certiorari* with respect to the Final Judgment or Alternate Judgment.

**R. “Final Approval Hearing”** means the hearing before the Court during which the Parties will request the Final Judgment to be entered by the Court approving this Agreement, the Fee Award, and the Service Award.

**S. “Final Judgment”** means the Final Judgment and Order to be entered by the Court approving this Agreement after the Final Approval Hearing.

**T. “Service Award”** means five thousand dollars (\$5,000) to each of the Plaintiffs for their efforts in bringing and prosecuting this matter, as approved by the Court, which will be paid by Defendant separate and apart from distributions from the Settlement Fund.

**U. “Known Class Member”** means any individual whose contact information is known and that is known to be a Settlement Class Member.

**V. “Notice Plan”** means the Settlement Administrator’s plan to disseminate the Notice. The Notice Plan will include a short form notice, email notice, long form notice, and internet notice.

**W. “Notice”** means the notice of this Agreement and Final Approval Hearing, which is to be sent to the Class List substantially in the manner set forth in this Agreement, consistent with the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and substantially in the form of **Exhibits C and D** hereto. When the Notice is sent to a member of the Class List, it shall state whether such individual is a Known Class Member or a Potential Class Member. The Notice shall provide Potential Class Members with information on the process and procedure for identifying themselves as Known Class Members. The Notice shall advise Settlement Class Members of their rights, including the rights to be excluded from or object to this Agreement or any of its terms. The Notice shall specify that any objection to this Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court’s CM/ECF system, and (b)

sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

**X. "Notice and Other Administrative Costs"** means all costs and expenses actually incurred by the Settlement Administrator or Defendant in publishing the Class Notice, providing Notice via Defendant's website, [mlb.com/nationals](http://mlb.com/nationals), providing Class Action Fairness Act ("CAFA") notice, and processing, handling, reviewing, and paying claims.

**Y. "Potential Class Member"** means an individual who made a Covered Ticket Purchase and would be a Settlement Class Member, except that such individual's age or contact information is unknown to the Nationals.

**Z. "Preliminary Approval"** means the Court's entry of an order preliminarily approving the terms and conditions of this Agreement, including the manner of providing, and content of, the Notice.

**AA. "Preliminary Approval Date"** means the date on which the Court enters the Preliminary Approval Order.

**BB. "Preliminary Approval Order"** means the Court's order preliminarily approving this Agreement, conditionally certifying the Settlement Class for settlement purposes, and directing Notice to be made, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs' motion for preliminary approval of this Agreement. The Parties' proposed form of Preliminary Approval Order is attached hereto as **Exhibit E**.

**CC. "Released Claims"** means any and all causes of action or claims for relief, whether in law or equity, including but not limited to injunctive relief, actual damages, nominal damages, statutory damages, punitive damages, exemplary or multiplied damages, restitution, disgorgement, expenses, attorneys' fees and costs, and/or any other form of consideration whatsoever (including

“Unknown Claims” as defined below), whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, that were brought or could have been brought in the Action against any and all Released Parties that in any way relate to or arise out of Defendant’s “Millennial” or “Young Professional” discount or the other allegations in the Action, from the Effective Date, including but not limited to any of the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act related thereto.

**DD. “Released Parties”** means the Nationals, as well as any and all of its present or past heirs, executors, estates, administrators, affiliates and related third-parties (including but not limited to Major League Baseball and MLB Advanced Media, LP), predecessors, successors, assigns, parents, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, consultants, independent contractors, insurers (including but not limited to U.S. Specialty Insurance Company), and customers, including without limitation employees and independent contractors of the foregoing, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**EE. “Releasing Parties”** means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants,

financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**FF. “Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator or the Nationals in providing Notice (including CAFA notice), processing claims, responding to inquiries from Settlement Class Members, mailing checks for approved claims, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state, or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and payment of any taxes owed and expenses related to any tax attorneys and accountants).

**GG. “Settlement Administrator”** means a reputable settlement administration company that has been selected jointly by the Parties following a bidding process and approved by the Court to perform the duties set forth in this Agreement.

**HH. “Settlement Class”** means all persons who made at least one Covered Ticket Purchase, *i.e.*, a single-game ticket to a Nationals home baseball game that was scheduled to occur during the 2023 or 2024 Major League Baseball regular season; where the purchase was made directly from the Nationals on the Nationals or MLB.com websites, by phone, or at the Nationals’ box office between March 29, 2023 and March 28, 2024; where the purchaser was 40 years of age or older at the time of ticket purchase; where the purchase was for an Eligible Seat; where the purchaser suffered Actual Damages due to not having access to the “Millennial” or “Young Professional” discount with respect to their purchase; and where the purchaser would have been eligible for the “Millennial” or “Young Professional” discount with respect to their purchase but for their age. Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Defendant, Defendant’s subsidiaries, parent



companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (4) the legal representatives, successors or assigns of any excluded persons.

**II. “Settlement Class Member”** means a person who is a member of the Settlement Class. Based on data provided by the Nationals, the Parties estimate that there are no more than 32,000 Settlement Class Members.

**JJ. “Short Form Notice”** means the Court-approved form of notice for publication to Settlement Class Members, pursuant to the Notice Plan.

**KK. “Ticket Credit”** means credit to a ticket purchaser’s MLB.com account which can be used toward the purchase of one or more tickets to a future Nationals home game, in the greater of \$18 or 2.0 times the Actual Damages for each Covered Ticket Purchase. Ticket Credit may be used in conjunction with other discounts that the Nationals offer at the time the Ticket Credit is used for the purchase.

**LL. “Unknown Claims”** means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object, or not to object to this Agreement. Upon the Effective Date, the Releasing Parties will be deemed to have, and will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the Civil Code of the State of California, or any law of any state or territory of the United States, or any foreign nation, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this paragraph. Nothing in this definition of “Unknown Claims” is intended to release any claims that are outside the scope of the “Released Claims” as defined in this Agreement.

## **2. SETTLEMENT RELIEF.**

**A.** Settlement Class Members shall receive Consideration in one of two alternative forms: (i) a cash payment in the amount of the Actual Damages Cash Entitlement, which is a cash amount of 62.2% of the Actual Damages for each Covered Ticket Purchase; or (ii) Ticket Credit, which is the greater of \$18 or 2.0 times the Actual Damages for each Covered Ticket Purchase. Settlement Class Members will receive Consideration in the form of Ticket Credit *unless* they submit a Claim Form in which they expressly opt to receive a cash payment, as explained in further detail below.

**B.** If all Settlement Class Members receive Consideration in the form of Ticket Credit, the dollar value of all Ticket Credit provided to Settlement Class Members will be three million dollars (\$3,000,000). If all Settlement Class Members receive Consideration in the form of a cash payment, the dollar value of all cash payments made to Settlement Class Members will be eight

hundred thousand dollars (\$800,000). The foregoing alternative amounts are collectively referred to herein as the “**Settlement Fund.**”

**C.** Because the forms of Consideration are alternative, for each cash payment to a Settlement Class Member, the total amount of Ticket Credit available in the Settlement Fund will be reduced by three dollars and seventy-five cents (\$3.75), and likewise, for each three dollars and seventy-five cents (\$3.75) of Ticket Credit provided to Settlement Class Members, the amount of cash available in the Settlement Fund will be reduced by one dollar (\$1).

**D.** Consideration will be distributed to Class Members in two Phases.

**E. Phase One.**

- (a)** Known Class Members will receive email notice of this Agreement within thirty (30) calendar days of Final Judgment, in which they will be provided sixty (60) calendar days to submit a Claim Form in which they may identify whether they wish to receive Consideration in the form of a cash payment of the Actual Damages Cash Entitlement or, alternatively, in the form of Ticket Credit. The notice will state the respective monetary values of Ticket Credit or the cash payment of the Actual Damages Cash Entitlement and explain that a failure to elect cash payment will result in provision of Consideration in the default form of Ticket Credit. Should a Known Class Member fail to submit a valid Claim Form within sixty (60) calendar days, the Nationals will provide Ticket Credit in such Known Class Member’s MLB.com account within sixty (60) calendar days after the expiration of the election period. If a Known Class Member submits a valid Claim Form in which such Known Class Member elects to receive Ticket Credit, the Nationals will provide Ticket Credit in such Known

Class Member's MLB.com account within thirty (30) calendar days of the election. If a Known Class Member submits a valid Claim Form in which such Known Class Member elects to receive Consideration in the form of a cash payment, the Settlement Administrator will send a check to such Known Class Member within sixty (60) calendar days of the election.

- (b)** Within thirty (30) calendar days of the Court's approval of the Final Judgment, (i) each Potential Class Member whose email address is readily available to the Nationals will receive email notice of this Agreement, (ii) each Potential Class Member whose email address is not readily available to the Nationals but whose mailing address is readily available to the Nationals will receive a postcard notice of this Agreement, and (iii) the Nationals will place reasonable advertisements, as agreed upon by the Parties and approved by the Court, to notify Potential Class Members of a web page on which Potential Class Members can submit a Claim Form. In the email notice, postcard notice, and on the web page, Potential Class Members will be informed that they have ninety (90) calendar days from the Court's approval of the Final Judgment to make a claim by submitting a valid Claim Form in which they: (i) affirm that they made a Covered Ticket Purchase (provided that they will not be required to affirm that they suffered Actual Damages), including affirming their date of birth under penalty of perjury; and (ii) electing Ticket Credit or cash payment as the form of Consideration. Potential Class Members who timely submit a valid Claim Form and are determined by the Settlement Administrator to have Actual Damages will be treated as Known Class Members and receive Consideration

on the same terms as other Known Class Members in Phase One within sixty (60) calendar days after submitting a valid Claim Form.

**F. Phase Two (Redistribution to Full Class).**

- (a)** Promptly after Consideration has been distributed in Phase One, the balance of the Settlement Fund will be redistributed among all Known Class Members (including, for the avoidance of doubt, Potential Class Members who are treated as Known Class Members in accordance with Section 2(E)(b)).
- (b)** Redistribution in Phase Two will occur by dividing the remainder of the Settlement Fund, such that each Known Class Member receives a percentage of the remaining Settlement Fund balance in proportion to the Actual Damages suffered by such Known Class Member in relation to the total amount of Actual Damages of all Known Class Members. The Settlement Fund balance will be distributed to each Known Class Member in the form of Consideration that such Known Class Member elected in Phase One (*i.e.*, Ticket Credit or cash payment). Known Class Members who receive Ticket Credit will receive a value 3.75 times the amount that they could have received in cash.
- (c)** For illustrative purposes only, if seventy-five percent (75%) of the Settlement Fund is claimed at the end of Phase One, there would be a maximum of two hundred thousand dollars (\$200,000) in cash or seven hundred fifty thousand dollars (\$750,000) in Ticket Credit available for redistribution to the Known Class Members. If one Known Class Member had Actual Damages that represent one one-hundredth of one percent (0.01%) of the Known Class Members' total Actual Damages, and the Known Class Member elected Ticket

Credit as the form of Consideration in Phase One, such Known Class Member would be entitled to seventy-five dollars (\$75) in Ticket Credit in Phase Two.

If, instead, that Known Class Member elected cash payment as the form of Consideration in Phase One, that Known Class Member would be entitled to twenty dollars (\$20) in cash payment in Phase Two.

- (d) The Phase Two redistribution will occur within sixty (60) calendar days of the date that the Phase One distribution is complete.

**G.** Defendant will be responsible for providing Ticket Credit to those Settlement Class Members who elect to receive Ticket Credit or who fail to file a timely claim for cash payment within the relevant timeframe. Ticket Credit will be provided in the MLB.com account of the Settlement Class Member that purchased the ticket. If a Settlement Class Member who elects Ticket Credit (or fails to file a timely claim for cash payment within the relevant timeframe) does not have a MLB.com account, the Nationals will transmit to such Settlement Class Member instructions that can be used to redeem Ticket Credit on an MLB.com account. Ticket Credit must be used for a Nationals home game that is scheduled to occur within one (1) year of the date Ticket Credit is provided to the Settlement Class Member and may be used in conjunction with other discounts that the Nationals offer at the time the Ticket Credit is used for the purchases.

**H.** The Settlement Administrator will be responsible for distributing any cash payments to Settlement Class Members, which will be in the form of checks, issued and mailed by the Settlement Administrator to Settlement Class Members.

**I.** All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless deposited within one hundred and eighty (180) days after the date of issuance.

### 3. RELEASE AND COVENANT NOT TO SUE.

A. The obligations incurred pursuant to this Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

B. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

C. Plaintiffs, the Settlement Class, and the Releasing Parties each individually covenant not to bring any Released Claim and expressly agree that this Release will be, and may be raised as, a complete defense to and will preclude any action or proceeding encompassed by the Release.

### 4. NOTICE TO THE CLASS.

A. The Notice Plan shall consist of the following:

- i. *Settlement Class List.* Defendant shall produce a list, in electronic format, based on its records that includes, if available, the names and last known email and U.S. mailing addresses that, according to its records, belong to Known Class Members and Potential Class Members (the “**Class List**”). The Class List shall be provided to the Settlement Administrator with a copy to Class Counsel. In no event shall the Class List be provided to the Settlement Administrator later than fourteen (14) calendar days prior to the date Notice shall be disseminated. The Class List is confidential and shall not be used by the Settlement Administrator or Class Counsel for any purpose except to provide notice to the Settlement Class Members and to assist with the determination of valid claims.

- ii. *Direct Notice to Class List.* No later than twenty-one (21) calendar days from the date of entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice to each member of the Class List via email. If email Notice to a member of the Class List is returned as non-deliverable, or if the member of the Class List does not have an email address, the Settlement Administrator shall send the Notice to the Class Member's mailing address via First Class U.S. Mail.
- iii. If any Notice is returned as non-deliverable, and a forwarding address is provided, the Settlement Administrator shall resend the Notice to the forwarding address within five (5) business days. If any Notice is returned as non-deliverable, and no forwarding address is provided, the Settlement Administrator shall attempt to ascertain a valid address for such member of the Class List by seeking change of address information through the U.S. Postal Service's National Change of Address Link, and shall resend the Notice within five (5) business days to the address(es) that are found. The Settlement Administrator shall have no obligation to send Notices beyond those obligations specified herein.
- iv. *Settlement Website.* Within ten (10) calendar days from the date of entry of the Preliminary Approval Order, Notice shall be provided on Defendant's website, [mlb.com/nationals](http://mlb.com/nationals), and a website established by the Settlement Administrator.

**B.** *Publication Notice.* A summary Notice shall be published once in the Washington Post on a day of the Nationals' choosing, at the cost of the Nationals.



C. Any Settlement Class Member who intends to object to this Agreement must present the objection in writing to the Settlement Administrator, postmarked on or before the Objection/Exclusion deadline approved by the Court and specified in the Notice, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "**Objecting Attorneys**"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

D. If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

E. A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Agreement. A

request to be excluded that does not include all of the foregoing information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice. Upon receiving any request(s) for exclusion, the Settlement Administrator shall stamp on the original the date it was received and shall promptly notify Class Counsel and Defendant’s Counsel of such request(s) no later than two (2) calendar days after receiving any request. The Settlement Administrator shall indicate whether such request is timely received and provide copies of the request(s) for exclusion, the mailing envelope, and any accompanying documentation, by email.

## **5. SETTLEMENT ADMINISTRATION.**

**A.** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, consistent with the terms of this Agreement. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant’s Counsel upon request. The Settlement Administrator shall also provide

reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of this Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members on account of approved claims. Without limiting the foregoing, the Settlement Administrator shall:

- i. Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of this Agreement, and all copies thereof, within thirty (30) calendar days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;
- ii. Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to CAFA notices, follow-up class notices or communications with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis;
- iii. Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests

after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

- iv. Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and
- v. Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

**B.** The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and reject Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a putative Settlement Class Member is an approved claim by determining if the person is on the Class List or otherwise satisfies the criteria to be a Settlement Class Member and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of the Agreement, or (b) provide full and complete information as requested on the Claim Form. If a person submits a timely Claim Form where the person appears on the Class List but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person one (1) reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than fourteen (14) calendar days after notice is provided of the deficiency. If the Settlement Administrator receives such information more than fourteen (14)

calendar days after notice is provided of the deficiency, then it will be as if no Claim Form was submitted by such person. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

**C.** Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be decided by the Settlement Administrator. The Settlement Administrator's ultimate decision to accept or reject a Claim Form submitted by a Settlement Class Member shall be final and cannot be appealed or challenged in the Court.

**D.** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

**E.** Defendant, the Released Parties, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) payments made to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iii) the determination, administration, calculation, or payment of any claims; or (iv) the acts or omissions of the Settlement Administrator or its agents with respect to the reporting or payment of taxes or tax expenses.

**F.** No later than twenty-one (21) calendar days before the final Phase Two distribution must occur, the Settlement Administrator shall submit to Class Counsel and Defendant's Counsel a final and total invoice for all of the Settlement Administrator's services.

**G.** All Settlement Administration Expenses shall be paid by the Nationals, and shall be timely paid by the Nationals pursuant to this Agreement.

## **6. TERMINATION OF SETTLEMENT.**

**A.** Subject to Sections 9(A) and 9(B) below, Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) calendar days of any of the following events: (i) the Court's order refusing to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's order refusing to grant Final Approval of this Agreement in any material respect; (iii) the Court's order refusing to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is vacated, modified or reversed in any material respect by the Court, the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternate Judgment is vacated, modified or reversed in any material respect by the Court, the Court of Appeals or the Supreme Court. Thirty (30) days before providing a Termination Notice, a party seeking to provide such notice must inform the other party or parties of their intent to provide such notice and then negotiate in good faith with the other party or parties for a period of thirty (30) days to modify this Agreement to address concerns with this Agreement of the Court, the Court of Appeals, or the Supreme Court.

**B.** If, prior to the filing of the Final Approval Motion, persons who otherwise would be members of the Settlement Class have timely requested exclusion from the Settlement Class in

accordance with the provisions of the Notice, and such persons in the aggregate constitute more than two percent (2%) of the Known Class Members, Defendant shall have, in its sole and absolute discretion, the option to terminate this settlement by giving notice as set forth in Section 6(A).

## **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

**A.** Promptly after the execution of this Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order substantially in the form of **Exhibit E** hereto, which order shall set a Final Approval Hearing date, approve the Settlement Administrator, and approve the Notices and Claim Form for dissemination substantially in the form of **Exhibits A and B** (claim forms) and **Exhibits C and D** (notices) hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Agreement and its implementing documents (including all Exhibits to this Agreement) so long as they are consistent in all material respects with the terms of this Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendant.

**B.** At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

**C.** After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment which will (among other things):

- i. find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Agreement, including all Exhibits thereto;
- ii. approve this Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate this Agreement according to its terms and provisions; and declare this Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties with respect to the Released Claims;
- iii. find that the Notice implemented pursuant to this Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;
- iv. find that the prerequisites for a class action under Federal Rule of Civil Procedure 23(a) and 23(b)(3) have been satisfied for settlement purposes for the Settlement Class in that: (1) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (2) there are



questions of law and fact common to the Settlement Class Members; (3) the claims of the Class Representative are typical of the claims of the Settlement Class they seek to represent; (4) the Class Representative and Class Counsel have and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into this Agreement; (5) the questions of law and fact common to Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (6) the Settlement Class is ascertainable; and (7) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy;

- v. dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in this Agreement;
- vi. incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties with respect to the Released as set forth herein;
- vii. permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;
- viii. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Agreement and the Final Judgment, and for any other necessary purpose;

- ix. close the case; and
- x. incorporate any other provisions, as the Court deems necessary and just, provided that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities of the Released Parties or Settlement Class Members under this Agreement.

**8. SERVICE AWARDS TO CLASS REPRESENTATIVES AND LEGAL FEES AND COSTS TO CLASS COUNSEL.**

**A.** No portion of the Settlement Payment to the Settlement Class pursuant to this Agreement shall be reduced in any way to pay the Service Awards, or to pay fees, costs, or expenses to Class Counsel.

**B.** After negotiating relief to the Settlement Class, the Parties negotiated amounts for fees and costs to Class Counsel and the Service Awards that the Parties believe are reasonable and appropriate under this Agreement.

**C.** Defendant agreed to pay Class Counsel, subject to Court approval, a total award of six hundred forty thousand dollars (\$640,000), inclusive of all fees, costs, and expenses of any kind.

**D.** Defendant agreed to pay each of the Class Representatives, subject to Court approval, the Service Award, for a total of \$10,000 in Service Awards.

**E.** Class Counsel shall file with the Court a motion for an award of attorneys' fees and costs in accordance with Federal Rule of Civil Procedure 23(h) at the time the Court so orders. The amount of the Service Awards and the attorneys' fees and costs approved by the Court shall be paid by Defendant to the Class Representatives and Class Counsel, respectively, within fourteen (14) calendar days of the Effective Date of this Agreement.

**F.** If this Agreement is not given preliminary or final approval by the Court, the Parties will be restored to the respective places in the litigation and the agreements to pay the Service Awards and Class Counsel attorneys' fees and costs shall be treated as vacated. In the event that any fee award in connection with this Agreement is overturned, reduced, vacated, or otherwise modified after Defendant has already paid the fees and costs to Class Counsel, Class Counsel shall be obligated to return to Defendant any difference between the original award and any reduced award.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

**A.** The Effective Date of this Agreement shall not occur unless and until ten (10) calendar days after each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- i. The Parties and their counsel have executed this Agreement;
- ii. The Court has entered the Preliminary Approval Order;
- iii. The Court has entered an order finally approving this Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- iv. The Final Approval Date occurs.

**B.** If some or all of the conditions specified in Section 9(A) are not met, or if this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 9(C) unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms

hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, Class Counsel's request for payment of attorneys' fees, costs and/or expenses and/or the request for the Service Awards shall not prevent this Agreement from becoming effective, nor shall it be grounds for termination of this Agreement.

C. If this Agreement is terminated or fails to become effective for the reasons set forth in Sections 6(A), 9(A), and/or 9(B), the Parties shall be restored to their respective positions in the Action as of the moment just prior to the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

## **10. MISCELLANEOUS PROVISIONS.**

A. Neither this Agreement, nor any of its provisions, nor any of the documents, negotiations or proceedings relating thereto, shall be construed as or deemed to be evidence of an admission or concession of any factual or legal allegation raised in the Action. In the event that this Agreement is voided by either Party, or is not approved by the Court, this Agreement shall be inadmissible in any suit, and the rights and claims of the Parties shall be preserved without prejudice.

B. The Parties (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this

Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of this Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of this Agreement.

**C.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand.

**D.** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**E.** Whether or not the Effective Date occurs or this Agreement is terminated, neither this Agreement nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

- i. is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that

has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Service Award and/or Class Counsel attorneys' fees and costs, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in Defendant's best interests. Class Counsel will not issue any press release concerning this Agreement or the settlement contained herein. Class Counsel may publish information about this Agreement on their websites, newsletters, and social media accounts after providing advance notice to Defendant. Class Counsel may speak about this Agreement, including but not limited to describing the factual and legal allegations in the Complaint and this Agreement. However, to the extent that Plaintiffs or Class Counsel make statements regarding this Agreement, they shall not state, claim, or imply that Defendant admitted to or conceded liability by entering into this Agreement or the settlement contained herein, and their statements must be consistent with this paragraph;

- ii. is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

- iii. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing or statutory meaning as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;
- iv. is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the Consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and
- v. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any

of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

**F.** The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if this Agreement is not finalized or finally approved; (b) if this Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

**G.** No person or entity shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator, or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement.

**H.** Except as provided in Section 5(C), all proceedings with respect to the administration, processing and determination of claims and the determination of all controversies



relating thereto, including but not limited to disputed questions of law and fact with respect to the validity of claims, and the enforcement of the Release and Covenant not to Sue set forth herein, shall be subject to the jurisdiction of the Court, which shall have exclusive jurisdiction to protect and effectuate the Final Order and Judgment.

**I.** The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

**J.** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

**K.** All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

**L.** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

**M.** Except as otherwise provided herein, each Party shall bear its own costs.

**N.** Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or Party and that they are fully entitled to release the same.

**O.** Each counsel or other person executing this Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that

such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

**P.** This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**Q.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**R.** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

**S.** This Agreement shall be governed by and construed in accordance with the substantive laws of the District of Columbia without giving effect to its conflict of laws provisions.

**T.** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties that were facilitated by an experienced mediator, Linda Singer. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**U.** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Peter Romer-Friedman, Peter Romer-Friedman Law PLLC, 1629 K Street NW, Suite 300, Washington, DC 20006, [peter@prf-law.com](mailto:peter@prf-law.com); Ryan Allen Hancock, Willig, Williams & Davidson, 1845 Walnut Street, 24th Floor, Philadelphia, PA 19103, [rhancock@wwdlaw.com](mailto:rhancock@wwdlaw.com); George W. Ingham, Hogan Lovells US LLP, 555 13th Street NW, [George.Ingham@hoganlovells.com](mailto:George.Ingham@hoganlovells.com); Jimmy J. McEntee, Hogan Lovells US LLP, 555 13th Street

NW, [Jimmy.McEntee@hoganlovells.com](mailto:Jimmy.McEntee@hoganlovells.com); Michael E. DeLarco, Hogan Lovells US LLP, 390 Madison Ave, New York, NY 10017, [Michael.DeLarco@hoganlovells.com](mailto:Michael.DeLarco@hoganlovells.com).

*[Signatures on next page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Class Action Settlement Agreement on the respective dates set forth below.

05 / 16 / 2025

DATED: \_\_\_\_\_

NICK SNYDER

*Nick Snyder*

Individually and on Behalf of the Settlement Class

05 / 16 / 2025

DATED: \_\_\_\_\_

DAVID COYNE

*David Coyne*

Individually and on Behalf of the Settlement Class

05 / 16 / 2025

DATED: \_\_\_\_\_

Counsel for NICK SNYDER and DAVID COYNE

*PETER ROMER-FRIEDMAN*

Peter Romer-Friedman (D.C. Bar No. 993376)  
PETER ROMER-FRIEDMAN LAW PLLC  
1629 K Street NW, Suite 300  
Washington, DC 20006  
(202) 355-6364  
peter@prf-law.com

DATED: \_\_\_\_\_

WASHINGTON NATIONALS BASEBALL CLUB, LLC

By: Betsy Philpott

Its: Chief Legal Officer

DATED: \_\_\_\_\_

Counsel for WASHINGTON NATIONALS BASEBALL CLUB, LLC

George W. Ingham (D.C. Bar No. 1007658)  
HOGAN LOVELLS US LLP  
555 Thirteenth Street, NW  
Washington, DC 20004  
(202) 637-5600  
george.ingham@hoganlovells.com

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties hereto have executed this Class Action Settlement Agreement on the respective dates set forth below.

DATED: \_\_\_\_\_

NICK SNYDER

\_\_\_\_\_  
Individually and on Behalf of the Settlement Class

DATED: \_\_\_\_\_

DAVID COYNE

\_\_\_\_\_  
Individually and on Behalf of the Settlement Class

DATED: \_\_\_\_\_

Counsel for NICK SNYDER and DAVID COYNE

\_\_\_\_\_  
Peter Romer-Friedman (D.C. Bar No. 993376)  
PETER ROMER-FRIEDMAN LAW PLLC  
1629 K Street NW, Suite 300  
Washington, DC 20006  
(202) 355-6364  
peter@prf-law.com

DATED: May 16, 2025 | 8:00 AM PDT  
\_\_\_\_\_

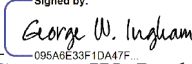
WASHINGTON NATIONALS BASEBALL CLUB, LLC

DocuSigned by:  
  
07018044C1B14F7  
By: Betsy Philpott

Its: Chief Legal Officer

DATED: May 16, 2025 | 11:18 AM EDT  
\_\_\_\_\_

Counsel for WASHINGTON NATIONALS BASEBALL CLUB, LLC

Signed by:  
  
095A6E33F1DA47F  
George W. Ingham (D.C. Bar No. 1007658)  
HOGAN LOVELLS US LLP  
555 Thirteenth Street, NW  
Washington, DC 20004  
(202) 637-5600  
george.ingham@hoganlovells.com

# **INDEX OF EXHIBITS**

**Exhibit A – Claim Form for Known Class Members**

**Exhibit B – Claim Form for Potential Class Members**

**Exhibit C – Notice for Known Class Members**

**Exhibit D – Notice for Potential Class Members**

**Exhibit E – Proposed Preliminary Approval Order**

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

NICK SNYDER, et al.,

*Plaintiffs,*

v.

WASHINGTON NATIONALS  
BASEBALL CLUB, LLC,

*Defendant.*

Civil Action No. 1:24-cv-01182 (CJN)

[Pre-populated name and Address/Email]

In this case, Plaintiffs challenge Defendant’s former “Millennial” and “Young Professional” ticket discount of up to 30% plus a spending credit of \$5 to \$15 per ticket on certain regular season tickets, offered to fans who were 21 to 39 years old at the time of purchase (the “Discount”). The parties have agreed to resolve the lawsuit through a settlement, and you have been identified as a member of the Settlement Class, entitling you to consideration. More information on the case is available here: *[insert link to Known Class Member Notice]*.

[Details regarding Known Class Member’s Covered Ticket Purchases, to be inserted by settlement administrator]

**CLAIM FORM**

**IMPORTANT: If you want to receive a ticket credit, you do not need to submit this Claim Form. If the Court grants final approval of the Settlement, Defendant will deposit the ticket credit directly into your MLB.com account.**

If the settlement is approved, the amount of the ticket credit will be the greater of \$18 or two (2) times the “Actual Damages”<sup>1</sup> for each “Covered Ticket Purchase.”<sup>2</sup> If you elect to receive a cash

---

<sup>1</sup> “Actual Damages” means the difference between (1) the price you paid in connection with a Covered Ticket Purchase less any spending credit received in connection with such Covered Ticket Purchase and (2) the price that you would have paid in connection with such Covered Ticket Purchase had you received the Discount, less any spending credit you would have received in connection with such Covered Ticket Purchase had you received the Discount.

<sup>2</sup> A “Covered Ticket Purchase” means a purchase of (1) a single-game ticket to a Nationals home baseball game during the 2023 or 2024 Major League Baseball regular season; (2) made directly from the Nationals on the Nationals or MLB.com websites, by phone, or at the Nationals’ box office; (3) from March 29, 2023 through March 28, 2024; (4) by a purchaser whose age was 40 or older at the time of the ticket purchase; (5) by a purchaser whose Actual Damages



payment instead of a ticket credit, the amount of the cash payment will be 62.2% of the Actual Damages.

For example, if you had one Covered Ticket Purchase and your Actual Damages for that ticket are \$20, then you would have a choice between receiving a cash payment of \$12.44 (*i.e.*, 62.2% of your Actual Damages) or ticket credit of \$40 (*i.e.*, two (2) times your Actual Damages). If your Actual Damages were \$8 for that ticket, you will have a choice between receiving a cash payment of \$4.97 or a ticket credit of \$18.

**To receive a cash payment, as opposed to the ticket credit, under the Settlement, this Claim Form must be fully completed and mailed, emailed, overnight delivered or faxed so that it is received by the Claims Administrator at the address below on or before [REDACTED], 2025.**

Snyder v. Washington Nationals  
c/o (Insert Claims Admin Information)  
(Insert Contact Information)  
Toll-Free:  
Fax:  
E-Mail:

**It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your cash payment.**

I elect (Check one) \_\_\_\_\_ or \_\_\_\_\_.  
Cash Payment Ticket Credit

\_\_\_\_\_  
Name (First, Middle, Last)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_ were greater than zero; and (6) where such ticket purchase would have been eligible for the Discount had the purchaser been under age 40 at the time of the ticket purchase.

# **EXHIBIT B**

NICK SNYDER, et al.,

*Plaintiffs,*

v.

WASHINGTON NATIONALS  
BASEBALL CLUB, LLC,

*Defendant.*

Civil Action No. 1:24-cv-01182 (CJN)

[Pre-populated name and Address/Email]

In this case, Plaintiffs challenge Defendant’s former “Millennial” and “Young Professional” ticket discount of up to 30% plus a spending credit of \$5 to \$15 per ticket on certain regular season tickets, offered to fans who were 21 to 39 years old at the time of purchase (the “Discount”). The parties have agreed to resolve the lawsuit through a settlement. You have been identified as a potential member of the settlement class, however, the parties do not know your birth date, which is necessary to confirm whether you are a class member. More information on the case is available here: [insert link to Unknown Class Member Notice].

[Details regarding Unknown Class Member’s Covered Ticket Purchases, to be inserted by settlement administrator]

### **CLAIM FORM**

**IMPORTANT:** To participate in the Settlement, this Claim Form must be fully completed and mailed, emailed, overnight delivered or faxed so that it is received by the Claims Administrator at the address below on or before [redacted], 2025.

Snyder v. Washington Nationals  
c/o (Insert Claims Admin Information)  
(Insert Contact Information)  
Toll-Free:  
Fax:  
E-Mail:

(a) I confirm that I purchased at least one Nationals ticket between March 29, 2023 and March 28, 2024, directly from the Nationals on the Nationals or MLB.com websites, by phone or at the Nationals’ box office (we have listed above the ticket purchases associated with you);

(b) I certify that I was age forty or older at the time of my ticket purchase and that my date of birth is \_\_\_\_\_, and I understand that I may be required to prove my date of birth to substantiate this certification; and

(c) I elect (Check one) \_\_\_\_\_ or \_\_\_\_\_.  
Cash Payment Ticket Credit

If the settlement is approved, the amount of the ticket credit will be the greater of \$18 or two (2) times the “Actual Damages”<sup>1</sup> for each “Covered Ticket Purchase.”<sup>2</sup> If you elect to receive a cash payment instead of a ticket credit, the amount of the cash payment will be 62.2% of the Actual Damages.

For example, if you had one Covered Ticket Purchase and your Actual Damages for that ticket are \$20, then you would have a choice between receiving a cash payment of \$12.44 (i.e. 62.2% of your Actual Damages) or ticket credit of \$40 (i.e., two (2) times your Actual Damages). If your Actual Damages were \$8 for that ticket, you will have a choice between receiving a cash payment of \$4.97 or a ticket credit of \$18.

**It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your cash payment.**

\_\_\_\_\_  
Name (First, Middle, Last)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

<sup>1</sup> “Actual Damages” means the difference between (1) the price you paid in connection with a Covered Ticket Purchase less any spending credit received in connection with such Covered Ticket Purchase and (2) the price that you would have paid in connection with such Covered Ticket Purchase had you received the Discount, less any spending credit you would have received in connection with such Covered Ticket Purchase had you received the Discount.

<sup>2</sup> A “Covered Ticket Purchase” means a purchase of (1) a single-game ticket to a Nationals home baseball game during the 2023 or 2024 Major League Baseball regular season; (2) made directly from the Nationals on the Nationals or MLB.com websites, by phone, or at the Nationals’ box office; (3) from March 29, 2023 through March 28, 2024; (4) by a purchaser whose age was 40 or older at the time of the ticket purchase; (5) by a purchaser whose Actual Damages were greater than zero; and (6) where such ticket purchase would have been eligible for the Discount had the purchaser been under age 40 at the time of the ticket purchase.

# **EXHIBIT C**

## **NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

*Nick Snyder, et al. v. Washington Nationals Baseball Club, LLC*, U.S. District Court for the District of Columbia, Civil Action No. 24-cv-01182 (CJN)

*The Court has authorized this Notice of Class Action and Proposed Settlement.*

*This is not a solicitation. This is not a lawsuit against you, and you are not being sued.*

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

### **1. Why Should You Read This Notice?**

This Notice of Class Action and Proposed Settlement (“Notice”) explains your right to share in the monetary proceeds or ticket credit as provided by this Settlement, or if you want, to exclude yourself from or object to the Settlement (if applicable).

The U.S. District Court for the District of Columbia has preliminarily approved the Settlement as fair and reasonable. You received this Notice because the records of the Washington Nationals Baseball Club, LLC (“Defendant” or “Nationals”) show that you are a member of the Settlement Class, meaning that you made at least one Covered Ticket Purchase, *i.e.*, a single-game ticket to a Nationals home baseball game that was scheduled to occur during the 2023 or 2024 Major League Baseball regular season; where the purchase was made directly from the Nationals on the Nationals or MLB.com websites, by phone, or at the Nationals’ box office between March 29, 2023 and March 28, 2024; where the purchaser’s age was 40 or older at the time of ticket purchase; where the purchase was for an Eligible Seat<sup>1</sup>; where the purchaser suffered Actual Damages due to not having access to the “Millennial” or “Young Professional” discount (the “Discount”) with respect to their purchase; and where the purchaser would have been eligible for the Discount with respect to their purchase but for their age.

### **2. What is this Lawsuit About?**

In this case, Plaintiffs challenge the Discount, in which the Nationals offered a ticket discount of up to 30% plus a ticket credit of \$5 to \$15 per ticket on certain regular season tickets to fans who were 21 to 39 years old at the time of purchase. The Discount was in place between March 29, 2023 and March 28, 2024. The Nationals have not offered the Discount since March 28, 2024. Plaintiffs allege that the Discount violated the D.C. Human Rights Act’s provisions that prohibit age discrimination in public accommodations and the D.C. Consumer Protection Procedures Act. Defendant denies all the claims in the Complaint and denies any and all liability or wrongdoing with respect to the allegations made in the Complaint.

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<sup>1</sup> The Discount only applied to the following sections of the Nationals’ stadium: Baseline Box, Baseline Reserved, Infield Box, Corner, Scoreboard Pavilion, and Upper Gallery.

### **3. What Are the Key Terms of the Proposed Settlement?**

Under the terms of the Settlement Agreement, the Nationals have agreed to pay alternative amounts known as the “Settlement Fund” in consideration for a release of claims as follows:

If all Settlement Class Members receive consideration in the form of Ticket Credit,<sup>2</sup> the dollar value of all Ticket Credit provided to Settlement Class Members will be three million dollars (\$3,000,000). If all Settlement Class Members receive consideration in the form of a cash payment, the dollar value of all cash payments made to Settlement Class Members will be eight hundred thousand dollars (\$800,000). The foregoing alternative amounts are collectively referred to herein as the “Settlement Fund.”

Settlement Class Members will be able to choose whether to receive Ticket Credit or a cash payment. Ticket Credit and cash payments to the Settlement Class are calculated under the formula provided in Section 4 below. Ticket Credit can be used to purchase tickets for a Nationals home game occurring within 12 months of when the Ticket Credit is provided to the Settlement Class Member.

Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this case and members of their families; (2) the Nationals, and its subsidiaries, parent companies, successors, predecessors, and any entity in which the Nationals or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request to opt out (per Section 6 below); and (4) the legal representatives, successors or assigns of any excluded persons.

### **4. How Much Can I Expect to Receive if the Settlement is Approved?**

If the Court approves this settlement and you do not file a valid and timely request to opt out (per Section 6 below), you will receive consideration in the form of Ticket Credit unless you submit a Claim Form in which you expressly opt to receive a cash payment.

The amount of the Ticket Credit will be the greater of \$18 or two (2) times the “Actual Damages” for each “Covered Ticket Purchase.”<sup>3</sup> “Actual Damages” means the difference between (1) the price you paid in connection with a Covered Ticket Purchase less any spending credit received in connection with such Covered Ticket Purchase and (2) the price that you would have paid in connection with such Covered Ticket Purchase had you received the Discount, less any spending

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<sup>2</sup> “Ticket Credit” means a credit to a purchaser’s MLB.com account that can be used toward the purchase of one or more tickets to a future Nationals home baseball game.

<sup>3</sup> A “Covered Ticket Purchase” means a purchase of (1) a single-game ticket to a Nationals home baseball game during the 2023 or 2024 Major League Baseball regular season; (2) made directly from the Nationals on the Nationals or MLB.com websites, by phone, or at the Nationals’ box office; (3) from March 29, 2023 through March 28, 2024; (4) by a purchaser whose age was 40 or older at the time of the ticket purchase; (5) by a purchaser whose Actual Damages were greater than zero; and (6) where such ticket purchase would have been eligible for the “Millennial” or “Young Professional Discount” had the purchaser been under age 40 at the time of the ticket purchase.

credit you would have received in connection with such Covered Ticket Purchase had you received the Discount.

If you elect to receive a cash payment instead of a Ticket Credit, the amount of the cash payment will be 62.2% of the Actual Damages.

Because the forms of consideration are alternative, for each one dollar (\$1) in cash payment to a Settlement Class Member, the total amount of Ticket Credit available in the Settlement Fund will be reduced by three dollars and seventy-five cents (\$3.75), and likewise, for each three dollars and seventy-five cents (\$3.75) of Ticket Credit provided to Settlement Class Members, the amount of cash available in the Settlement Fund will be reduced by one dollar (\$1).

To provide an example of how the first distribution of Ticket Credit or Cash Payment will work, if, for example, you purchased one ticket as part of a Covered Ticket Purchase and your Actual Damages for that ticket are \$20, then you will have a choice between receiving a cash payment of \$12.44 (*i.e.*, 62.2% of your Actual Damages) or Ticket Credit of \$40 (*i.e.*, two (2) times your Actual Damages). If, for example, your Actual Damages were \$8 for that ticket, you will have a choice between receiving a cash payment of \$4.97 or a Ticket Credit of \$18, because the minimum amount of Ticket Credit for Covered Ticket Purchase is \$18 and that minimum amount is greater than the two (2) times the Actual Damages.

You may also receive distribution of a second Ticket Credit, or cash payment, if the Claim Fund has not been exhausted after the above distribution of consideration to Class Members. Such second distribution will be made to Class Members on a *pro rata* basis based on the relative amount of each Class Member's Actual Damages, and the distribution to each Class Member will be in the same form of consideration (that is, Ticket Credit or cash) previously provided to such Class Member.

## **5. What Rights Am I Releasing in this Settlement?**

If the Court grants final approval of the Settlement, this lawsuit, as pleaded in the Complaint, will be dismissed with prejudice against the Nationals, and all of the Settlement Class will release the Nationals and all Releasees (as defined in the Settlement Agreement) from any and all claims and/or causes of action that were or could have been pled based on the allegations of the Complaint in this action, including, but not limited to, any claim for the alleged violations discussed in Section 2 above.

**The full text of the Release is contained in the Settlement Agreement and may be obtained from XXXXXXXXXX.**

## **6. What Are My Options?**

- **Do Nothing:** If you want to receive a Ticket Credit, you do not have to take any action. If the Court grants final approval of the Settlement, the Nationals will deposit the Ticket Credit directly into your MLB.com account. You will release your claims.



- **Submit a Claim Form:** If you want to receive the cash payment rather than Ticket Credit, you must complete the attached Claim Form and return it to the Settlement Administrator within 90 days after the Final Judgment in this case. If the Court grants final approval of the Settlement, and you have submitted a timely Claim Form to receive a cash payment, the Settlement Administrator will issue the cash payment directly to you. You will release your claims. The Claim Form can also be found on Defendant's website, [www.mlb.com/nationals](http://www.mlb.com/nationals), and at the Settlement Administrator's website, [www.XXXXXXXX.com](http://www.XXXXXXXX.com).
- **Object:** If you wish to object to the Settlement, you may do so as described below, and may choose to appear in person at the Final Approval Hearing.

To object, you must submit notice of your intention to object to the Court by the Response Deadline of [XXXXXXX](#), where the postmark date shall be the exclusive means for determining whether a written objection is timely mailed. You must also (1) file copies of papers you propose to be submitted at the Final Approval Hearing with the Clerk of the Court, or, if you are represented by counsel, file any objection through the Court's CM/ECF system; and (2) send copies of such papers by mail, hand, or overnight delivery service to Class Counsel (per Section 7 below). You may only object to the Settlement if you are a Settlement Class Member.

If you fail to submit a valid and timely written objection, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

- **Opt Out:** If you do not want to be included in the case and the Settlement, you must exclude yourself. This is called "opting out." To opt out, you must send a written request to the Settlement Administrator at [XXXXXX](#), postmarked on or before [XXXXXX](#), providing (1) your full name and current mailing address, (2) a signature, (3) the name and number of the case, and (4) a statement that you wish to be excluded from the settlement class for purposes of the Settlement.

## 7. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys (collectively, "Class Counsel"):

Peter Romer-Friedman  
 PETER ROMER-FRIEDMAN LAW PLLC  
 1629 K Street NW, Suite 300  
 Washington, DC 20006  
 Tel: (202) 355-6364  
[info@prf-law.com](mailto:info@prf-law.com)  
[www.prf-law.com](http://www.prf-law.com)

Ryan Allen Hancock  
 WILLIG, WILLIAMS, & DAVIDSON  
 1845 Walnut Street 24th Floor  
 Philadelphia, PA 19103  
 Tel. (215) 656-3679  
[rhancock@wwdlaw.com](mailto:rhancock@wwdlaw.com)  
<https://www.wwdlaw.com>

## **8. How Will the Attorneys for the Settlement Class Be Paid?**

You do not have to pay the attorneys who represent the Settlement Class separately. The Nationals have agreed to pay \$640,000 of attorneys' fees and costs payment to Plaintiffs' Counsel, which will be paid by the Nationals separate and apart from the consideration that the Settlement Class Members receive. As a result, Ticket Credit and cash payments that you may be entitled to receive, as described in Section 4 above, will not be reduced to pay for attorneys' fees and costs. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court in its Final Approval Order.

## **9. When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a Final Approval Hearing on **xxxxxx**, at **xxxxxx**. The hearing will be held at the United States District Court, District of Columbia, 333 Constitution Avenue, NW, Washington, DC 20001. At the Final Approval Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will hear objections to the settlement, if any. The Court may decide to reschedule the hearing, and may do so without further notice.

After the hearing, the Court will decide whether to approve the settlement. You are not required to attend the hearing. Class Counsel will represent the Class at the hearing, but you are welcome to attend the hearing at your own expense. We do not know how long the Court will take to make its decision. In addition, the hearing may be rescheduled at any time by the Court without further notice to you. If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not receive Ticket Credit or cash payment, and the case will continue. The parties may negotiate a different settlement, or the case may proceed in litigation.

## **10. Whom May I Contact If I Have Further Questions?**

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number or email address listed below or Class Counsel listed above. Please refer to the Washington Nationals Ticket Discount Settlement.

**xxxxxxxxxx**

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator and publicly accessible and on file with the Court.

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT, OR THIS LAWSUIT.**

# **EXHIBIT D**

## **NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

*Nick Snyder, et al. v. Washington Nationals Baseball Club, LLC*, U.S. District Court for the District of Columbia, Civil Action No. 24-cv-01182 (CJN)

*The Court has authorized this Notice of Class Action and Proposed Settlement.  
This is not a solicitation. This is not a lawsuit against you, and you are not being sued.*

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE  
AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

### **1. Why Should You Read This Notice?**

This Notice of Class Action and Proposed Settlement (“Notice”) explains your right to share in the monetary proceeds or ticket credit as provided by this Settlement, or if you want, to exclude yourself from or object to the Settlement (if applicable).

The U.S. District Court for the District of Columbia has preliminarily approved the Settlement as fair and reasonable. You received this Notice because the records of the Washington Nationals Baseball Club, LLC (“Defendant” or “Nationals”) show that you may be a member of the Settlement Class, if you were age 40 or older at the time you made at least one Covered Ticket Purchase, *i.e.*, a single-game ticket to a Nationals home baseball game that was scheduled to occur during the 2023 or 2024 Major League Baseball regular season; where the purchase was made directly from the Nationals on the Nationals or MLB.com websites, by phone, or at the Nationals’ box office between March 29, 2023 and March 28, 2024; where the purchaser’s age was 40 or older at the time of ticket purchase; where the purchase was for an Eligible Seat<sup>1</sup>; where the purchaser suffered Actual Damages due to not having access to the “Millennial” or “Young Professional” discount (the “Discount”) with respect to their purchase; and where the purchaser would have been eligible for the Discount with respect to their purchase but for their age. However, to date, we have been unable to confirm that you were 40 years old or older at the time of the purchase, and therefore do not know if you are a Settlement Class Member. Accordingly, if you were 40 years old or older at the time of the purchase and wish to receive benefits under the Settlement, you must fill out and return the attached claim form and return it to the Settlement Administrator whose contact information can be found below and on the claim form.

### **2. What is this Lawsuit About?**

In this case, Plaintiffs challenge the Discount in which the Nationals offered a ticket discount of up to 30% plus a ticket credit of \$5 to \$15 per ticket on certain regular season tickets to fans who were 21 to 39 years old at the time of purchase. The Discount was in place between March 29, 2023 and March 28, 2024. The Nationals have not offered the Discount since March 28, 2024. Plaintiffs allege that the Discount violated the D.C. Human Rights Act’s provisions that prohibit

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<sup>1</sup> The Discount only applied to the following sections of the Nationals’ stadium: Baseline Box, Baseline Reserved, Infield Box, Corner, Scoreboard Pavilion, and Upper Gallery.

age discrimination in public accommodations and the D.C. Consumer Protection Procedures Act. Defendant denies all the claims in the Complaint and denies any and all liability or wrongdoing with respect to the allegations made in the Complaint.

Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this case and members of their families; (2) the Nationals, and its subsidiaries, parent companies, successors, predecessors, and any entity in which the Nationals or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request to opt out (per Section 6 below); and (4) the legal representatives, successors or assigns of any excluded persons.

### **3. What Are the Key Terms of the Proposed Settlement?**

Under the terms of the Settlement Agreement, the Nationals have agreed to pay alternative amounts known as the “Settlement Fund” in consideration for a release of claims as follows:

If all Settlement Class Members receive consideration in the form of Ticket Credit,<sup>2</sup> the dollar value of all Ticket Credit provided to Settlement Class Members will be three million dollars (\$3,000,000). If all Settlement Class Members receive consideration in the form of a cash payment, the dollar value of all cash payments made to Settlement Class Members will be eight hundred thousand dollars (\$800,000). The foregoing alternative amounts are collectively referred to herein as the “Settlement Fund.”

Settlement Class Members will be able to choose whether to receive Ticket Credit or a cash payment. Ticket Credit and cash payments to the Settlement Class are calculated under the formula provided in Section 4 below. Ticket Credit can be used to purchase tickets for a Nationals home game occurring within 12 months of when the Ticket Credit is provided to the Settlement Class Member.

### **4. How Much Can I Expect to Receive if the Settlement is Approved?**

If the Court approves this settlement, you file a Claim Form identifying yourself as a Settlement Class Member, and you do not file a valid and timely request to opt out (per Section 6 below), you will receive consideration in the form of Ticket Credit unless you submit a Claim Form in which you expressly opt to receive a cash payment.

The amount of the Ticket Credit will be the greater of \$18 or two (2) times the “Actual Damages” for each “Covered Ticket Purchase.”<sup>3</sup> “Actual Damages” means the difference between (1) the

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<sup>2</sup> “Ticket Credit” means a credit to a purchaser’s MLB.com account that can be used toward the purchase of one or more tickets to a future Nationals home baseball game.

<sup>3</sup> A “Covered Ticket Purchase” means a purchase of (1) a single-game ticket to a Nationals home baseball game during the 2023 or 2024 Major League Baseball regular season; (2) made directly from the Nationals on the Nationals or MLB.com websites, by phone, or at the Nationals’ box office; (3) from March 29, 2023 through March 28, 2024; (4) by a purchaser whose age was 40 or older at the time of the ticket purchase; (5) by a purchaser whose Actual Damages were greater than zero; and (6) where such ticket purchase would have been eligible for the “Millennial” or “Young Professional Discount” had the purchaser been under age 40 at the time of the ticket purchase.

price you paid in connection with a Covered Ticket Purchase less any spending credit received in connection with such Covered Ticket Purchase and (2) the price that you would have paid in connection with such Covered Ticket Purchase had you received the Discount, less any spending credit you would have received in connection with such Covered Ticket Purchase had you received the Discount.

If you elect to receive a cash payment instead of a Ticket Credit, the amount of the cash payment will be 62.2% of the Actual Damages.

Because the forms of consideration are alternative, for each one dollar (\$1) in cash payment to a Settlement Class Member, the total amount of Ticket Credit available in the Settlement Fund will be reduced by three dollars and seventy-five cents (\$3.75), and likewise, for each three dollars and seventy-five cents (\$3.75) of Ticket Credit provided to Settlement Class Members, the amount of cash available in the Settlement Fund will be reduced by one dollar (\$1).

To provide an example of how the first distribution of Ticket Credit or Cash Payment will work, if, for example, you purchased one ticket as part of a Covered Ticket Purchase and your Actual Damages for that ticket are \$20, then you will have a choice between receiving a cash payment of \$12.44 (*i.e.*, 62.2% of your Actual Damages) or Ticket Credit of \$40 (*i.e.*, two (2) times your Actual Damages). If, for example, your Actual Damages were \$8 for that ticket, you will have a choice between receiving a cash payment of \$4.97 or a Ticket Credit of \$18, because the minimum amount of Ticket Credit for Covered Ticket Purchase is \$18 and that minimum amount is greater than the two (2) times the Actual Damages.

You may also receive distribution of a second Ticket Credit, or cash payment, if the Claim Fund has not been exhausted after the above distribution of consideration to Class Members. Such second distribution will be made to Class Members on a *pro rata* basis based on the relative amount of each Class Member's Actual Damages, and the distribution to each Class Member will be in the same form of consideration (that is, Ticket Credit or cash) previously provided to such Class Member.

## **5. What Rights Am I Releasing in this Settlement?**

If the Court grants final approval of the Settlement, this lawsuit, as pleaded in the Complaint, will be dismissed with prejudice against the Nationals, and all of the Settlement Class will release Defendant and all Releasees (as defined in the Settlement Agreement) from any and all claims and/or causes of action that were or could have been pled based on the allegations of the Complaint in this action, including, but not limited to, any claim for the alleged violations discussed in Section 2 above.

The full text of the Release is contained in the Settlement Agreement and may be obtained from XXXXXXXXXX.

## **6. What Are My Options?**

- **Submit a Claim Form:** If you were 40 years old or older at the time of the Covered Ticket Purchase, you must submit a valid Claim Form certifying your date of birth in order to receive a cash payment or Ticket Credit under the Settlement Agreement. You will have 90 days after the Final Judgment in this case in this case to submit the valid Claim Form in which you (i) affirm that you made a ticket purchase during the applicable time frame; (ii) affirm your date of birth under penalty of perjury; and (iii) elect either the Ticket Credit or cash payment. If the Settlement is finally approved by the Court and you have chosen to receive Ticket Credit, the Nationals will deposit the Ticket Credit directly into your MLB.com account. If the Settlement is finally approved by the Court, and you choose the cash payment, the Settlement Administrator will issue the cash payment directly to you. You will release your claims. The Claim Form can also be found on Defendant’s website, [www.mlb.com/nationals](http://www.mlb.com/nationals), and at the Settlement Administrator’s website, [www.XXXXXXXX.com](http://www.XXXXXXXX.com).
- **Object:** If you wish to object to the Settlement, you may do so as described below, and may choose to appear in person at the Final Approval Hearing.

To object, you must submit notice of your intention to object to the Court by the Response Deadline of [XXXXXXX](#), where the postmark date shall be the exclusive means for determining whether a written objection is timely mailed. You must also (1) file copies of papers you propose to be submitted at the Final Approval Hearing with the Clerk of the Court, or, if you are represented by counsel, file any objection through the Court’s CM/ECF system; and (2) send copies of such papers by mail, hand, or overnight delivery service to Class Counsel (per Section 7 below). You may only object to the Settlement if you are a Settlement Class Member.

If you fail to submit a valid and timely written objection, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

- **Opt Out:** If you do not want to be included in the case and the Settlement, you must exclude yourself. This is called “opting out.” To opt out, you must send a written request to the Settlement Administrator at [XXXXXX](#), postmarked on or before [XXXXXX](#), providing (1) your full name and current mailing address, (2) a signature, (3) the name and number of the case, and (4) a statement that you wish to be excluded from the settlement class for purposes of the Settlement.

## 7. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys (collectively, “Class Counsel”):

Peter Romer-Friedman  
PETER ROMER-FRIEDMAN LAW PLLC  
1629 K Street NW, Suite 300  
Washington, DC 20006

Ryan Allen Hancock  
WILLIG, WILLIAMS, & DAVIDSON  
1845 Walnut Street 24th Floor  
Philadelphia, PA 19103

Tel: (202) 355-6364  
info@prf-law.com

Tel. (215) 656-3679  
rhancock@wwdlaw.com

#### **8. How Will the Attorneys for the Settlement Class Be Paid?**

You do not have to pay the attorneys who represent the Settlement Class separately. The Nationals have agreed to pay \$640,000 of attorneys' fees and costs payment to Plaintiffs' Counsel, which will be paid by the Nationals separate and apart from the consideration that the Settlement Class Members receive. As a result, Ticket Credit and cash payments that you may be entitled to receive, as described in Section 4 above, will not be reduced to pay for attorneys' fees and costs. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court in its Final Approval Order.

#### **9. When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a Final Approval Hearing on **xxxxxx**, at **xxxxx**. The hearing will be held at the United States District Court, District of Columbia, 333 Constitution Avenue, NW, Washington, DC 20001. At the Final Approval Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will hear objections to the settlement, if any. The Court may decide to reschedule the hearing, and may do so without further notice.

After the hearing, the Court will decide whether to approve the settlement. You are not required to attend the hearing. Class Counsel will represent the Class at the hearing, but you are welcome to attend the hearing at your own expense. We do not know how long the Court will take to make its decision. In addition, the hearing may be rescheduled at any time by the Court without further notice to you. If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not receive Ticket Credit or cash payment, and the case will continue. The parties may negotiate a different settlement, or the case may proceed in litigation.

#### **10. Whom May I Contact If I Have Further Questions?**

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number or email address listed below or Class Counsel listed above. Please refer to the Washington Nationals Ticket Discount Settlement.

**xxxxxxxxx**

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator and publicly accessible and on file with the Court.



**PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT, OR THIS LAWSUIT.**

# **EXHIBIT E**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

NICK SNYDER, et al.,

*Plaintiffs,*

v.

WASHINGTON NATIONALS  
BASEBALL CLUB, LLC,

*Defendant.*

Civil Action No. 1:24-cv-01182 (CJN)

**PROPOSED ORDER**

Upon consideration of Plaintiffs' Unopposed Motion for Rule 23 Certification of the Settlement Class and for Preliminary Approval of the Class Action Settlement Agreement, and the entire record herein, it is this \_\_\_\_ day of \_\_\_\_ 2025,

**ORDERED** that Plaintiffs' Motion is **GRANTED** as follows:

1. The terms used in this Order shall have the same meaning as they are defined in the Class Action Settlement Agreement (the "Agreement").
2. The proposed settlement set forth in the Agreement is, upon preliminary review, fair, reasonable and adequate. The proposed settlement is **PRELIMINARILY APPROVED**, subject to further submissions and further findings at the Final Approval Hearing.
3. The Court preliminarily certifies the following Settlement Class pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure:

[A]ll persons who made at least one Covered Ticket Purchase, i.e., a single-game ticket to a Nationals home baseball game that was scheduled to occur during the 2023 or 2024 Major League Baseball regular season; where the purchase was made directly from the Nationals on the Nationals or MLB.com websites, by phone, or at the Nationals' box office between March 29, 2023 and March 28, 2024; where the purchaser was 40 years of age or older at the time of ticket purchase; where the

purchase was for an Eligible Seat; where the purchaser suffered Actual Damages due to not having access to the “Millennial” or “Young Professional” discount with respect to their purchase; and where the purchaser would have been eligible for the “Millennial” or “Young Professional” discount with respect to their purchase but for their age. Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (4) the legal representatives, successors or assigns of any excluded persons.

Capitalized terms in the Settlement Class definition are defined in the Settlement Agreement between the parties.

4. The Court preliminarily appoints Plaintiffs Nick Snyder and David Coyne as the Class Representatives of the Settlement Class, for purposes of settlement.

5. The Court preliminarily appoints Peter Romer Friedman Law PLLC and Willig Williams & Davidson as Class Counsel for the Settlement Class, for purposes of settlement.

6. Analytics is approved as the Settlement Administrator to perform the notice and administrative services described in the Agreement, for purposes of settlement.

7. The Notices, attached as Exhibits C and D to the Settlement Agreement, are approved as to form and content and shall be distributed in the manner described in the Settlement Agreement.

8. A Final Approval Hearing will be held on \_\_\_\_\_, 2025 at \_\_\_\_:\_\_\_\_.m. to consider final approval of the Settlement in accordance with Rule 23(e) of the Federal Rules of Civil Procedure.

9. Plaintiffs will file their Motion for Final Approval and Motion for Attorneys’ Fees and Costs and Service Awards for the Class Representatives by no later than seven days prior to the Final Approval Hearing, unless otherwise ordered by the Court.

It is so **ORDERED**.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CARL J. NICHOLS  
UNITED STATES DISTRICT JUDGE