

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 Seat¹; 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.

¹ 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 Credit², 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.”³ “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.

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.

2 “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.

3 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.

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 www.NatsDiscountTicketSettlement.com.

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, and at the Settlement Administrator's website, www.NatsDiscountTicketSettlement.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 **August 7, 2025**, 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 Snyder v. Washington Nationals, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen MN 55317-2002, postmarked on or before **August 7, 2025**, 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
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
<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 **September 10, 2025, at 10:00 a.m.** The hearing will be held at the United States District Court, District of Columbia, 333 Constitution Avenue, NW, Washington, DC 20001 in Room 17. 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 Discount Ticket Settlement.

Email: NatsDiscountTicketSettlement@noticeadministrator.com

Toll-Free: (888) 638-1677

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.