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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

AARON SENNE, *et al.*,

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL, *et al.*

Defendants.

Case No. CV 14-00608 JCS (consolidated  
with 3:14-cv-03289-JCS)

Hon. Joseph C. Spero

**JOINT STIPULATION OF CLASS  
SETTLEMENT AND RELEASE**

This Joint Stipulation of Class Settlement and Release (the “Agreement”) is entered into by and between Omar Aguilar, Craig Bennigson, Daniel Britt, Matthew Daly, Leonard Davis, Aaron Dott, Grant Duff, Matthew Frevert, Lauren Gagnier, Jonathan Gaston, Nicholas Giarraputo, Brandon Henderson, Bryan Henry, Mitchell Hilligoss, Ryan Hutson, Witer Jimenez, Kyle Johnson, Jake Kahaulelio, Ryan Khoury, Ryan Kiel, Matthew Lawson, Michael Liberto, Barret Loux, Bradley McAtee, Aaron Meade, Justin Murray, Jeffrey Nadeau, Joseph Newby, Brett Newsome, Kyle Nicholson, Oliver Odle, Roberto Ortiz, Tim Pahuta, Dustin Pease, Brandon Pinckney, David Quinowksi, Gaspar Santiago, Cody Sedlock, Aaron Senne, Leslie Smith, Bradley Stone, Mark Wagner, Kris Watts, Joel Weeks, and Kyle Woodruff (collectively, the “Named Plaintiffs”), individually and on behalf of the classes set forth in this Agreement (together with the Named Plaintiffs, “Plaintiffs”) on the one hand, and The Office of the Commissioner of Baseball d/b/a Major League Baseball; Kansas City Royals Baseball Club, LLC; Marlins Teamco LLC; San Francisco Baseball Associates LLC; Angels Baseball LP; St. Louis Cardinals, LLC; Colorado Rockies Baseball Club, Ltd.; The Baseball Club of Seattle, LLLP; The Cincinnati Reds, LLC; Houston Baseball Partners LLC; Athletics Investment Group LLC; Rogers Blue Jays Baseball Partnership; Padres, L.P.; San Diego Padres Baseball Club, L.P.; Minnesota Twins, LLC; Detroit Tigers, Inc.; Los Angeles Dodgers LLC; Los Angeles Dodgers Holding Company LLC; Sterling Mets, L.P.; AZPB L.P.; Pittsburgh Associates, L.P.; New York Yankees Partnership; Rangers Baseball Express, LLC; Rangers Baseball, LLC; Chicago Cubs Baseball Club, LLC; Milwaukee Brewers Baseball Club, Inc.; and Milwaukee Brewers Baseball Club, L.P. (collectively “Defendants”) on the other. Plaintiffs and Defendants are together referred to as the “Parties.”

### **RECITALS**

WHEREAS, on February 7, 2014, Aaron Senne, Michael Liberto, and Oliver Odle filed a class and collective action lawsuit in the United States District Court for the Northern District of California, on behalf of current and former minor league baseball players, asserting claims against The Office of the Commissioner of Baseball d/b/a Major League Baseball; Allan Huber “Bud” Selig; Kansas City Royals Baseball Club, LLC; Marlins Teamco LLC; and San Francisco Baseball

1 Associates LLC for minimum wage and overtime compensation under the Fair Labor Standards  
2 Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), and through Federal Rule of Civil Procedure 23 (“Rule  
3 23”), for minimum wage and overtime compensation and related claims under the wage-and-hour  
4 laws and common laws of California, Florida, Arizona, North Carolina, and New York for work  
5 they alleged they performed throughout the calendar year, including during the championship  
6 season, spring training, extended spring training, instructional leagues, and off-season training;  
7 and

8 WHEREAS, on March 5, 2014, Plaintiffs filed a First Amended Complaint, adding  
9 additional Named Plaintiffs and naming 14 additional Major League Clubs as Defendants; and

10 WHEREAS, on April 15, 2014, Plaintiffs filed a Second Amended Complaint, adding  
11 additional Named Plaintiffs and naming the 13 remaining Major League Clubs as Defendants; and

12 WHEREAS, on July 21, 2014 an action entitled *Marti v. Office of the Commissioner of*  
13 *Baseball, et al.* (the “*Marti* Action”) was commenced in the Northern District of California, and  
14 on July 28, 2014 was deemed related to the *Senne* Action; and

15 WHEREAS, on October 10, 2014, the Court consolidated the *Marti* Action with the *Senne*  
16 Action; and

17 WHEREAS on October 10, 2014, the Court appointed Pearson, Simon & Warshaw, LLP  
18 and Korein Tillery, LLC as interim co-Lead Class Counsel; and

19 WHEREAS, on October 24, 2014, Plaintiffs filed a Consolidated Amended Complaint to  
20 add new state law claims under the wage-and-hour laws and common law of Pennsylvania,  
21 Maryland, and Oregon; and

22 WHEREAS, on May 20, 2015, following motion practice, the Court dismissed the Action  
23 against Atlanta National League Baseball Club, Inc. c/k/a Atlanta National League Baseball Club,  
24 LLC; Boston Red Sox Baseball Club L.P.; Baltimore Orioles, L.P.; Baltimore Orioles, Inc.;  
25 Chicago White Sox, Ltd.; Cleveland Indians Baseball Co., Inc. c/k/a Cleveland Guardians  
26 Baseball Co.; Cleveland Indians Baseball Co., L.P. c/k/a Cleveland Guardians Baseball Company,  
27 LLC; The Phillies; Tampa Bay Rays Baseball Ltd.; and Washington Nationals Baseball Club,  
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1 LLC; and permitted Plaintiffs to file a Second Consolidated Amended Complaint to add additional  
2 Named Plaintiffs; and

3 WHEREAS, on October 20, 2015, following motion practice, the Court preliminarily  
4 certified an FLSA collective and authorized notice to be sent to former and current minor league  
5 baseball players; and

6 WHEREAS, on November 13, 2015, notice was sent to putative members of the FLSA  
7 collective; and

8 WHEREAS, on July 21, 2016, the Court decertified the FLSA collective, denied Plaintiffs'  
9 motion for class certification for proposed Rule 23(b)(3) California, Florida, Arizona, North  
10 Carolina, New York, Pennsylvania, Maryland, and Oregon classes and for a Rule 23(b)(2) class;  
11 and

12 WHEREAS, on March 7, 2017, following Plaintiffs' motion for reconsideration for  
13 narrowed Rule 23 classes and an FLSA collective, the Court certified a Rule 23(b)(3) California  
14 class and an FLSA collective, and denied certification of Rule 23(b)(3) Arizona and Florida  
15 classes and a Rule 23(b)(2) class; and

16 WHEREAS, on August 16, 2019, following the Parties' cross-appeals, the Ninth Circuit  
17 Court of Appeals affirmed certification of the Rule 23(b)(3) California class and FLSA collective,  
18 reversed the Court's denial of Rule 23(b)(3) Arizona and Florida classes, and remanded the Rule  
19 23(b)(2) class to the Court for further consideration; and

20 WHEREAS, on October 5, 2020, the Supreme Court of the United States denied  
21 Defendants' petition for writ of certiorari; and

22 WHEREAS, on January 29, 2021, notice of certification of the Rule 23(b)(3) classes was  
23 sent to class members; and

24 WHEREAS, on July 23, 2021, following motion practice, the Court certified a Rule  
25 23(b)(2) class consistent with the limitations discussed in the Court's Order; and

26 WHEREAS, on March 10, 2022, the Court issued an Order ruling on the Parties'  
27 respective dispositive motions and motions to exclude the testimony of their respective experts,  
28



1 dismissing the Action against Defendant Selig, and following the Order a number of issues  
2 remained for trial scheduled to begin on June 1, 2022; and

3 WHEREAS, the Parties participated in three full-day mediation sessions before JAMS  
4 mediator David Geronemus on April 13, 14, and May 2, 2022. The Parties did not reach a  
5 settlement at mediation but continued to engage in arm's length negotiations with the assistance of  
6 Mr. Geronemus following mediation; and

7 WHEREAS, on May 4, 2022, the parties attended a settlement conference with Hon.  
8 Jacqueline Scott Corley, United States District Judge for the Northern District of California; and

9 WHEREAS, on May 11, 2022, the parties reached a settlement of the Action in principle  
10 and executed a confidential Memorandum of Understanding; and

11 WHEREAS, the Rule 4 First-Year Player Draft (the "Rule 4 Draft") is scheduled to be  
12 held between July 17 and 19, 2022; and

13 WHEREAS, all Players included in the Rule 4 Draft, as well as undrafted free agents, who  
14 sign their first Minor League Uniform Player Contract, shall be directed to report to extended  
15 spring training at the Club's facility in Arizona or Florida prior to reporting to, or participating  
16 with, a championship season affiliate; and

17 WHEREAS, without admitting or conceding any liability or damages whatsoever,  
18 Defendants agree to settle the Action on the terms and conditions set forth in this Agreement, to  
19 avoid the burden, expense, and uncertainty of continuing the Action; and

20 WHEREAS, in order to fully and finally settle with prejudice the claims of the Rule  
21 23(b)(2) Class, MLB has agreed to send a memorandum to the Major League Clubs stating that  
22 MLB has rescinded any and all contractual obligations against Clubs paying wages to minor  
23 league players outside of the championship season, and advising each Club that it must  
24 compensate minor league players in compliance with wage-and-hour laws in effect in Arizona and  
25 Florida during spring training, extended spring training, instructional leagues and the  
26 championship season in those states, including any minimum wage laws that apply; and

WHEREAS, Plaintiffs and Plaintiffs' Counsel have conducted extensive discovery and a thorough investigation into the facts of this case, including an extensive review of relevant documents and communications with Class Members, and have carefully analyzed and evaluated the merits of the claims against Defendants including, without limitation, the claims asserted in the Second Consolidated Amended Complaint, the legal and factual defenses thereto, potential appellate issues, and the inherent risks in complex class litigation and jury trials, and have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Plaintiffs and the Class Members.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, it is hereby stipulated and agreed to by and among the Parties that, subject to the approval of the Court, the Action shall be finally and fully settled, compromised, and dismissed on the merits and with prejudice, on the terms and conditions set forth below.

#### **DEFINITIONS**

1. The defined terms set forth in this Agreement shall have the meaning ascribed to them below.

a. "Acceptance Period" means the ninety (90) days that a Participating Class Member has to sign and negotiate a Settlement Payment.

b. "Action" or "*Senne* Action" means the above-captioned action, *Senne, et al. v. Office of the Commissioner of Baseball, et al.*, United States District Court for the Northern District of California Case No. 3:14-00608-JSC, consolidated with *Marti, et al. v. Office of the Commissioner of Baseball, et al.*, Case No. 3:14-cv-03289-JCS.

c. "Agreement" means this Joint Stipulation of Class Settlement and Release.

d. "Aggrieved Employees" means all persons who, while signed to a Minor League Uniform Player Contract, participated in the California League for at least seven consecutive days on or after January 30, 2013 through the date of preliminary approval.

e. "Cy Pres Awardee" means Legal Aid at Work.

1 f. “Class Counsel” or “Plaintiffs’ Counsel” means Pearson, Simon & Warshaw,  
2 LLP and Korein Tillery, LLC.

3 g. “Class List” means the following information regarding Class Members and  
4 Aggrieved Employees that Defendants will in good faith compile from its records and provide to  
5 the Settlement Administrator within ten (10) business days after Preliminary Approval of this  
6 Settlement: each individual’s full name, last known mailing address, email address (if available),  
7 telephone number, Social Security or taxpayer identification number (if available, and only for  
8 individuals for whom Defendants’ records do not reflect Social Security numbers), and eBIS  
9 identification number. The Class List will also indicate whether each individual is an FLSA  
10 Collective Member and/or an Aggrieved Employee.

11 h. “Class Members” are the Rule 23(b)(2) Class Members, Rule 23(b)(3) Class  
12 Members and the FLSA Collective Members.

13 i. “Class Representatives” means the Named Plaintiffs who are also appointed  
14 by the Court to serve as class representatives, with the following Named Plaintiffs to be proposed  
15 as Class Representatives: Craig Bennigson, Daniel Britt, Matthew Daly, Aaron Dott, Grant Duff,  
16 Matthew Frevert, Lauren Gagnier, Jonathan Gaston, Nicholas Giarraputo, Brandon Henderson,  
17 Bryan Henry, Mitchell Hilligoss, Ryan Hutson, Kyle Johnson, Jake Kahaulelio, Ryan Khoury,  
18 Ryan Kiel, Matthew Lawson, Michael Liberto, Barret Loux, Aaron Meade, Justin Murray, Jeffrey  
19 Nadeau, Joseph Newby, Brett Newsome, Kyle Nicholson, Oliver Odle, Tim Pahuta, Dustin Pease,  
20 Brandon Pinckney, David Quinowksi, Gaspar Santiago, Cody Sedlock, Aaron Senne, Leslie  
21 Smith, Bradley Stone, Mark Wagner, Kristopher Watts, Joel Weeks, and Kyle Woodruff.

22 j. “Court” means the United States District Court for the Northern District of  
23 California.

24 k. “Defendants” means The Office of the Commissioner of Baseball d/b/a  
25 Major League Baseball; Kansas City Royals Baseball Club, LLC; Marlins Teamco LLC; San  
26 Francisco Baseball Associates LLC; Angels Baseball LP; St. Louis Cardinals, LLC; Colorado  
27 Rockies Baseball Club, Ltd.; The Baseball Club of Seattle, LLLP; The Cincinnati Reds, LLC;  
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Houston Baseball Partners LLC; Athletics Investment Group LLC; Rogers Blue Jays Baseball Partnership; Padres, L.P.; San Diego Padres Baseball Club, L.P.; Minnesota Twins, LLC; Detroit Tigers, Inc.; Los Angeles Dodgers LLC; Los Angeles Dodgers Holding Company LLC; Sterling Mets, L.P.; AZPB L.P.; Pittsburgh Associates, L.P.; New York Yankees Partnership; Rangers Baseball Express, LLC; Rangers Baseball, LLC; Chicago Cubs Baseball Club, LLC; Milwaukee Brewers Baseball Club, Inc.; and Milwaukee Brewers Baseball Club, L.P.

l. “Defendants’ Counsel” means Proskauer Rose LLP.

m. “Effective Date” means the last of the following dates: (i) if there is no appeal of the Court’s Final Approval Order, the day after the deadline for taking an appeal has passed; or (ii) if there is an appeal of the Court’s Final Approval Order, the day after all such appeals are resolved in favor of final approval.

n. “Employer Payroll Taxes” means the portion of taxes and withholdings an employer is required to make arising out of or based upon payment of compensation under the Agreement, including FICA, FUTA, and SUTA obligations. For the avoidance of doubt, the employee portion of all applicable income and payroll taxes will be the responsibility of the individual Class Member receiving a Settlement Payment and is not included in the Employer Payroll Taxes.

o. “Fee Award” means the award of attorneys’ fees and incurred litigation costs (which are separate from fees and costs incurred by the Settlement Administrator) that the Court authorizes to be paid to Class Counsel for the services rendered to the Class Members and the Aggrieved Employees in the Action. Class Counsel will not petition for more than one-third (1/3) of the Maximum Settlement Amount for attorneys’ fees, and not more than five-million five-hundred thousand (\$5,500,000.00) for costs.

p. “Final Approval” or “Final Approval Order” means the Court’s Final Approval Order approving the Settlement and entering Judgment.

q. “Final Approval Hearing” means the hearing to be held by the Court to consider the final approval of the Settlement.

1           r.     “FLSA” means the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 201,  
2     *et seq.*

3           s.     “FLSA Collective” or “FLSA Collective Members” means all persons who,  
4     while signed to a Minor League Uniform Player Contract, participated in the California League, or  
5     in spring training, extended spring training, or instructional leagues on or after February 7, 2011,  
6     and had not signed a Major League Uniform Player Contract before then, and filed a timely  
7     consent to join the Action.

8           t.     “Incentive Award” means the payment to the Class Representatives and  
9     remaining Named Plaintiffs for their efforts in bringing and prosecuting the Action. The Incentive  
10    Award to each Class Representative will not exceed fifteen-thousand dollars (\$15,000.00), and the  
11    Incentive Award to each Named Plaintiff who will not be proposed as a Class Representative will  
12    not exceed seven-thousand five-hundred dollars (\$7,500.00).

13          u.     “Judgment” shall refer to the judgment entered in accordance with the  
14    Court’s order granting final approval of the Settlement.

15          v.     “Major League Baseball,” “MLB” or “The Office of the Commissioner”  
16    means The Office of the Commissioner of Baseball d/b/a Major League Baseball.

17          w.     “Major League Clubs” means all 30 of the Major League Baseball Clubs,  
18    including Kansas City Royals Baseball Club, LLC; Marlins Teamco LLC; San Francisco Baseball  
19    Associates LLC; Angels Baseball LP; St. Louis Cardinals, LLC; Colorado Rockies Baseball Club,  
20    Ltd.; The Baseball Club of Seattle, LLLP; The Cincinnati Reds, LLC; Houston Baseball Partners  
21    LLC; Athletics Investment Group LLC; Rogers Blue Jays Baseball Partnership; Padres, L.P.; San  
22    Diego Padres Baseball Club, L.P.; Minnesota Twins, LLC; Detroit Tigers, Inc.; Los Angeles  
23    Dodgers LLC; Los Angeles Dodgers Holding Company LLC; Sterling Mets, L.P.; AZPB L.P.;  
24    Pittsburgh Associates, L.P.; New York Yankees Partnership; Rangers Baseball Express, LLC;  
25    Rangers Baseball, LLC; Chicago Cubs Baseball Club, LLC; Milwaukee Brewers Baseball Club,  
26    Inc.; Milwaukee Brewers Baseball Club, L.P.; Atlanta National League Baseball Club, Inc. c/k/a  
27    Atlanta National League Baseball Club, LLC; Boston Red Sox Baseball Club L.P.; Baltimore  
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Orioles, L.P.; Baltimore Orioles, Inc.; Chicago White Sox, Ltd.; Cleveland Indians Baseball Co., Inc. c/k/a Cleveland Guardians Baseball Co.; Cleveland Indians Baseball Co., L.P. c/k/a Cleveland Guardians Baseball Company, LLC; The Phillies; Tampa Bay Rays Baseball Ltd.; and Washington Nationals Baseball Club, LLC.

x. “Maximum Settlement Amount” means the One Hundred Eighty-Five Million Dollars and No Cents (\$185,000,000.00) Defendants have agreed to pay to resolve this Action, and includes all amounts payable to Class Members, the Total PAGA Amount, Incentive Award payments to Class Representatives and remaining Named Plaintiffs, Class Counsel’s Fee Award, a contingency fund, the Settlement Administrator’s fees and costs, and Class Members’ share of employment taxes. The Parties agree that other than Employer Payroll Taxes, Defendants will not pay any other amount in connection with this Settlement. The Maximum Settlement Amount is non-reversionary.

y. “Named Plaintiffs” means Omar Aguilar, Craig Bennigson, Daniel Britt, Matthew Daly, Leonard Davis, Aaron Dott, Grant Duff, Matthew Frevert, Lauren Gagnier, Jonathan Gaston, Nicholas Giarraputo, Brandon Henderson, Bryan Henry, Mitchell Hilligoss, Ryan Hutson, Witer Jimenez, Kyle Johnson, Jake Kahaulelio, Ryan Khoury, Ryan Kiel, Matthew Lawson, Michael Liberto, Barret Loux, Bradley McAtee, Aaron Meade, Justin Murray, Jeffrey Nadeau, Joseph Newby, Brett Newsome, Kyle Nicholson, Oliver Odle, Roberto Ortiz, Tim Pahuta, Dustin Pease, Brandon Pinckney, David Quinowksi, Gaspar Santiago, Cody Sedlock, Aaron Senne, Leslie Smith, Bradley Stone, Mark Wagner, Kristopher Watts, Joel Weeks, and Kyle Woodruff.

z. “Net Settlement Amount” means the remainder of the Maximum Settlement Amount after any deductions approved by the Court, including deductions for: (1) the Settlement Administrator’s fees and costs, (2) Class Counsel’s Fee Award, (3) Incentive Awards to Class Representatives and the remaining Named Plaintiffs, and (4) the LWDA Payment. The Parties acknowledge that all of these amounts are subject to the Court’s approval.

aa. “Notice of Class and Collective Action Settlement” or “Notice” means the

1 Court-approved document provided to Class Members to notify them of the Settlement, a copy of  
 2 which is attached as Exhibit A. This Agreement is not contingent on the Court's approval of the  
 3 form of notice attached as Exhibit A. If needed, the parties will meet and confer to revise the  
 4 proposed Notice attached to this Agreement as instructed by the Court during approval  
 5 proceedings, without the need to re-execute this Agreement.

6 bb. "Objector" means an individual who files a valid and timely objection  
 7 pursuant to the terms of this Agreement, and does not include any individual who opts out of the  
 8 Settlement pursuant to this Agreement.

9 cc. "Request for Exclusion" is a written signed statement that an individual Rule  
 10 23(b)(3) Class Member has decided to opt out of, and therefore not participate in, the Settlement.

11 dd. "PAGA" means the California Labor Code Private Attorneys General Act of  
 12 2004, Cal. Lab. Code §§ 2698, *et seq.*

13 ee. "PAGA Period" means the period from January 30, 2013 through the date  
 14 the Court grants Preliminary Approval of the Settlement.

15 ff. "Participating Class Members" means (1) any Rule 23(b)(3) Class Members  
 16 who do not timely submit a valid writing requesting to be excluded from the Settlement, consistent  
 17 with the terms set forth in this Agreement, and (2) all FLSA Collective Members.

18 gg. "Plaintiffs" means Named Plaintiffs, Class Representatives, Rule 23(b)(2)  
 19 Class Members, Rule 23(b)(3) Class Members, and FLSA Collective Members.

20 hh. "Preliminary Approval" or "Preliminary Approval Order" means the Order  
 21 entered by the Court preliminarily approving the terms and conditions of this Agreement, and  
 22 directing the manner and timing of providing Notices to Class Members.

23 ii. "Qualified Settlement Fund" or "QSF" means the account established by the  
 24 Settlement Administrator under Section 468B of the Internal Revenue Code for purposes of  
 25 administering this settlement. Interest, if any, earned on the QSF will become part of the  
 26 Maximum Settlement Amount.

27 jj. "Released Parties" means MLB and the Major League Clubs, individually  
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1 and collectively, and each of their present and former direct and indirect owners, parents,  
2 subsidiaries and affiliates, and each of their present and former officers, directors, employees,  
3 partners, shareholders and agents, and any other successors, assigns, or legal representatives.

4 kk. "Response Deadline" means the date that is 60 days after the Notice is  
5 initially sent to the Class Members. Rule 23(b)(2) Class Members shall have until the Response  
6 Deadline to object to the Settlement, and Rule 23(b)(3) Class Members shall have until the  
7 Response Deadline to object or opt out of the Settlement.

8 ll. "Rule 23 Classes" or "Rule 23 Class Members" are the Rule 23(b)(2) Class  
9 Members and Rule 23(b)(3) Class Members as defined herein.

10 mm. "Rule 23(b)(2) Class" or "Rule 23(b)(2) Class Member" refers to the class  
11 certified by the Court on July 23, 2021, and means any person who is or will in the future be  
12 signed to a Minor League Uniform Player Contract and participates in spring training, extended  
13 spring training, the championship season, or instructional leagues in Florida or Arizona.

14 nn. "Rule 23(b)(3) Class" or "Rule 23(b)(3) Class Members" means all persons  
15 who: while signed to a Minor League Uniform Player Contract, participated in the California  
16 League for at least seven days on or after February 7, 2010 through the date of preliminary  
17 approval, participated in spring training, instructional leagues, or extended spring training in  
18 Florida on or after February 7, 2009 through the date of preliminary approval, or participated in  
19 spring training, instructional leagues, or extended spring training in Arizona on or after February  
20 7, 2011 through the date of preliminary approval. Provided, however, that participation in the  
21 activities set forth above must have occurred prior to that person's signing a Major League  
22 Uniform Player Contract.

23 oo. "Settlement" means the settlement contemplated by, and described in, this  
24 Agreement.

25 pp. "Settlement Administrator" means JND Legal Administration, or any other  
26 third-party settlement administrator agreed to by the Parties and approved by the Court for the  
27 purposes of administering the Settlement.



1           qq. “Settlement Award” means the portion of the Net Settlement Amount  
2     attributable to each Rule 23(b)(3) Class Member, FLSA Collective Member, and/or Aggrieved  
3     Employee based on the allocation formula for work weeks during the relevant limitations periods  
4     as described in Section 16, herein. Work weeks shall be preliminarily calculated using  
5     Defendants’ business records subject to the dispute procedure set forth in Section 5, herein. Any  
6     Rule 23(b)(3) Class Member who timely submits a valid Request for Exclusion and who is not a  
7     Participating Class Member, will not be bound by the release of claims set forth in Section 10.a  
8     herein below, and will not have any right to object, appeal, or comment on the Settlement.  
9     Notwithstanding the above, all Aggrieved Employees will be bound by the release set forth in  
10    Section 10.b herein below and will receive a Settlement Award that consists solely of their  
11    respective share of the Aggrieved Employee Portion (as defined below).

12           rr. “Settlement Payments” means paper checks, electronic checks or other forms  
13    of electronic payment issued to Participating Class Members for their share of the Net Settlement  
14    Amount calculated in accordance with this Agreement.

15           ss. “Total PAGA Amount” means the amount of \$2,315,200.00, which is the  
16    portion of the Maximum Settlement Amount that the Parties have agreed will be allocated to  
17    resolve all claims and remedies under PAGA. The Total PAGA Amount is subject to Court  
18    approval pursuant to California Labor Code section 2699(1)(2). Pursuant to the PAGA, seventy-  
19    five percent (75%) of the Total PAGA Amount shall be paid by the Settlement Administrator to  
20    the California Labor and Workforce Development Agency (the “LWDA Payment”), and the  
21    remaining twenty-five percent (25%) of the Total PAGA Amount shall remain in the Net  
22    Settlement Amount and shall be paid to Aggrieved Employees (the “Aggrieved Employee  
23    Portion”) as part of their Settlement Awards. The Settlement Administrator may, at its discretion,  
24    distribute individual Aggrieved Employees’ respective shares of the Aggrieved Employee Portion  
25    (the “Individual PAGA Payments”) to Participating Class Members who are also Aggrieved  
26    Employees by way of a single check that combines both their respective portion of the class  
27    settlement award and their Individual PAGA Payment.

**APPROVAL AND CLASS NOTICE**

**2. Preliminary Approval Notice and Order.**

a. By July 15, 2022, Plaintiffs shall file a Motion for Preliminary Approval of the Settlement, requesting that the Court maintain certification of the FLSA Collective pursuant to 29 U.S.C. § 216(b), and maintain certification of the Rule 23(b)(2) and Rule 23(b)(3) Classes for the sole purpose of settlement; preliminarily approve the Agreement and its terms; approve the proposed form of Notice of Class and Collective Action Settlement and find that the proposed method of disseminating the Notice meets the requirements of due process and is the best practicable under the circumstances; set a date for Plaintiffs' Motion for Final Approval of the Settlement and approval of the requested Incentive Awards, Fee Award, and Settlement Administrator's fees and costs, and set a date for the Final Approval Hearing. As part of the Motion for Preliminary Approval, Plaintiffs also shall seek approval of the parties' settlement of Plaintiffs' PAGA claims.

b. In connection with the Preliminary Approval Motion, Plaintiffs will submit to the Court the proposed Notice in the form attached hereto as Exhibit A, a proposed method of disseminating the Notice, a proposed distribution method for the Settlement Awards, and a proposed Preliminary Approval Order. The proposed Preliminary Approval Order will include the findings required by Fed. R. Civ. P. 23(a) and 23(b)(2), and 23(b)(3). The Preliminary Approval Motion also will seek the setting of date(s) for individuals to opt out of this Agreement or provide objections to this Agreement, as set forth in Sections 6 and 7, herein, and request a Final Approval Hearing for final approval of the Settlement before the Court.

c. In the Motion for Preliminary Approval, Class Counsel will inform the Court of the intended process to obtain a Final Approval Order and a Judgment that will, among other things: (1) approve the Settlement as fair, reasonable, and adequate; (2) incorporate the terms of the releases described in Section 10 herein, (3) dismiss the Action with prejudice, (4) award Class Counsel's fees and costs, (5) award Incentive Awards, and (6) award the Settlement Administrator's fees and costs, as more fully set forth herein.

1           d. Defendants shall have the right to review and comment on the content of the  
2 Motion for Preliminary Approval, the proposed Preliminary Approval Order, and the Notice.  
3 Class Counsel will provide Defendants with copies of the Motion for Preliminary Approval,  
4 proposed Preliminary Approval Order, and the Notice, and allow at least five (5) business days in  
5 advance of the anticipated date of filing for review. The parties will agree on the form of the  
6 preliminary approval papers.

7           e. If the Court denies the Motion for Preliminary Approval, the Parties will  
8 work together, diligently and in good faith, to remedy any issue(s) leading to such denial and to  
9 seek reconsideration of the ruling or order denying approval and/or Court approval of a  
10 renegotiated settlement without any change to the Maximum Settlement Amount (unless the Court  
11 refuses to approve the scope of Released Claims as set forth in Section 10, and under those  
12 circumstances the Parties agree that they will attempt to renegotiate the Maximum Settlement  
13 Amount). If, despite the Parties' efforts, the Court continues to deny the Motion for Preliminary  
14 Approval, the Action will resume as if no settlement had been attempted, the Settlement shall  
15 become null and void, the Maximum Settlement Amount shall revert in full to Defendants and no  
16 amount shall be distributed, the Parties shall share jointly in the fees and costs of the Settlement  
17 Administrator incurred to date, and the Parties will have no further obligations hereunder.  
18 Provided, however, that failure to approve the amounts requested for the Incentive Awards, Class  
19 Counsel's Fee Award, and/or the Settlement Administrator's fees and costs will not be considered  
20 a failure to approve the Settlement.

21           3. **Retention of the Settlement Administrator.** The Parties will ask the Court to  
22 appoint JND Legal Administration, or another agreed upon and qualified settlement administrator,  
23 as the Settlement Administrator. The Settlement Administrator will be responsible for all aspects  
24 of the settlement administration process, including: locating Class Members; determining  
25 Participating Class Members' Settlement Awards based on Defendants' business records (with  
26 assistance as needed from outside experts approved by Class Counsel); providing the Parties with  
27 weekly status reports; responding to Class Member inquiries; resolving disputes relating to  
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1 Participating Class Members' work periods worked and Settlement Awards; promptly reporting to  
2 the Parties the substance and status of any challenges or disputes raised by Class Members;  
3 mailing Notices to Class Members in accordance with the Court's Preliminary Approval Order;  
4 establishing a Qualified Settlement Fund; distributing Service Awards to Class Representatives;  
5 distributing Settlement Payments; withholding Participating Class Members' share of taxes and  
6 remitting such taxes to the appropriate taxing authorities; tax reporting; providing the original  
7 Settlement Payments signed by the Participating Class Members to Defendants' Counsel;  
8 providing confirmation of Settlement Payments; preparing a declaration regarding its due  
9 diligence in the settlement administration process; and performing such other duties as the Parties  
10 may jointly direct or as are specified herein. The Settlement Administrator will utilize expert(s)  
11 selected by Class Counsel to calculate Participating Class Members' Settlement Awards based on  
12 Defendants' business records, and the costs of using an expert to perform those calculations will  
13 be included as Settlement Administration costs.

14 **4. Notice to Class Members.**

15 a. Within ten (10) business days of the Court's issuance of a Preliminary  
16 Approval Order, Defendants will provide to the Settlement Administrator the Class List in  
17 electronic form, as well as other information agreed to by the parties in order to facilitate the  
18 calculation of Settlement Payments to Class Members.

19 b. Prior to sending the Notice, the Settlement Administrator will take  
20 reasonable efforts to identify current physical mailing addresses through public and proprietary  
21 systems, update them accordingly, and email and physically mail the Notice to each Class  
22 Member as set forth in Section 4.c below.

23 c. Within forty-five (45) days after receiving the Class List, or as soon as is  
24 reasonably practicable based on the processing of the data in the Class List and receipt of other  
25 needed data, the Settlement Administrator shall: (i) email the Notice to each Class Member for  
26 whom Defendants have an available email address; and (ii) mail the Notice. The Settlement  
27 Administrator shall provide notice to Class Counsel and Defendants' Counsel that the Notice has  
28

1 been mailed.

2 d. Any Notice sent via mail that is returned to the Settlement Administrator  
3 with a forwarding address shall be promptly re-mailed following receipt of the returned mail. If  
4 no forwarding address is provided, the Settlement Administrator shall promptly attempt to  
5 determine a correct address using a skip-trace, or other search using the name, address and/or  
6 Social Security number of the Class Member involved, and shall re-mail the Notice. For FLSA  
7 Collective Members, the Settlement Administrator shall also work promptly with Class Counsel to  
8 obtain forwarding addresses. In no circumstances shall such re-mailing extend the Response  
9 Deadline.

10 e. The Settlement Administrator shall provide to Defendants' Counsel and  
11 Class Counsel on a weekly basis a status report informing them of the number of Notices sent via  
12 email, the number of Notices sent via physical mail, the number of Notices returned as  
13 undeliverable, the number of Notices re-mailed, and the number of timely and valid requests for  
14 exclusions and notices of objections received.

15 f. No later than ten (10) days after the Response Deadline, the Settlement  
16 Administrator shall provide the Parties with a report informing them of the number of Notices sent  
17 via email, the number of Notices sent via physical mail, the number of Notices returned as  
18 undeliverable, the number of Notices re-mailed, and the number of timely and valid requests for  
19 exclusions and notices of objections received. The Settlement Administrator shall also cooperate  
20 in providing a declaration to Class Counsel for filing with the Court in conjunction with the  
21 Motion for Final Approval and for any final accounting or any other requirement.

22 5. **Disputes Regarding Work Periods.** To the extent that any Rule 23(b)(3) Class  
23 Member, FLSA Collective Member, or Aggrieved Employee disputes the number of work periods  
24 that the individual worked, as shown in their Notice, such individual may produce evidence to the  
25 Settlement Administrator evidencing the dates they contend that they worked during the  
26 applicable limitations periods. The deadline for Rule 23(b)(3) Class Members, FLSA Collective  
27 Members, and Aggrieved Employees to submit disputes pursuant to this paragraph shall be fifteen  
28

(15) days before the Response Deadline (disputes postmarked by fifteen (15) days before the Response Deadline shall be considered to have met the deadline). Unless the Rule 23(b)(3) Class Member, FLSA Collective Member, or Aggrieved Employee presents evidence sufficient to establish by a preponderance of the evidence that they worked in work periods other than those shown by Defendants' records, their Settlement Award will be determined based on Defendants' records. The Settlement Administrator shall promptly notify counsel for the Parties of any dispute it receives. Defendants shall review their records and provide further information to the Settlement Administrator, as necessary. Class Counsel and Defendants' Counsel will confer in good faith with the Settlement Administrator in an effort to resolve any disputes. In the event Class Counsel and Defendants' Counsel are unable to reach agreement, the Settlement Administrator shall decide the dispute, and its decision shall be final.

**6. Objections.**

a. Rule 23 Class Members who wish to object to the proposed Settlement must file a written objection with the Court by the Response Deadline. The written objection must state whether it applies only to the Objector, to a specific subset of the classes, or to the classes in their entirety, and must also state the grounds for the objection with specificity. The Notice will advise Rule 23 Class Members who wish to object that the written objection must be mailed to the Class Action Clerk of this Court or filed in person at any Court location. The Court will scan any objections received into the electronic case docket and provide the parties with electronic notice thereof. The Court need not consider untimely objections filed after the Response Deadline, but may do so in its discretion. The Notice shall advise Rule 23 Class Members of the right to object and state the following requirements for objections: "You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through

your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Senne, et al. v. Office of the Comm'r, et al.*, Case Number 3:14-cv-00608-JCS), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before the Response Deadline.” The Notice shall also state that if the Objector wishes to be represented by an attorney with respect to the objection, it will be at his or her own expense. An Objector may withdraw their objections at any time without Court approval.

b. No Rule 23 Class Member may participate in the Final Approval Hearing unless they have filed a timely objection that complies with all procedures provided in this section and which shall be stated in the Notice. No Rule 23 Class Member may present an objection at the Final Approval Hearing based on a reason not stated in their written objection. A Rule 23 Class Member who has submitted a Request for Exclusion may not submit objections to the Settlement. Rule 23 Class Members who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections to the Settlement’s fairness, reasonableness, and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, unless otherwise excused by the Court upon a showing of good cause.

c. Neither the Parties nor their respective counsel, nor any person on their behalf, will seek, solicit, or otherwise encourage directly or indirectly any Class Member to object to the Settlement or appeal from the Judgment.

d. The Parties may file with the Court written responses to any filed objections no later than fourteen (14) days before the Final Approval Hearing.

#### 7. **Requests for Exclusion.**

a. The Notice shall provide that Rule 23(b)(3) Class Members who wish to



1 exclude themselves from the non-PAGA component of the Settlement must mail to the Settlement  
 2 Administrator a written Request for Exclusion. The Notice shall advise Rule 23(b)(3) Class  
 3 Members that to be valid, the Request for Exclusion must: (1) be mailed to the Settlement  
 4 Administrator no later than the Response Deadline, the date of which shall be stated in the Notice;  
 5 (2) contain the Rule 23(b)(3) Class Member's full name, address, telephone number, email address  
 6 (if applicable) and the last four digits of their Social Security or taxpayer identification number,  
 7 (3) indicate that the Rule 23(b)(3) Class Member does not wish to participate in or be bound by  
 8 the Settlement; and (4) be signed individually by the Rule 23(b)(3) Class Member. No Request  
 9 for Exclusion may be made on behalf of a group.

10 b. Neither the Parties, nor their respective counsel, nor any person on their  
 11 behalf, will seek, solicit or otherwise encourage anyone to exclude themselves from the  
 12 Settlement.

13 c. If a Rule 23(b)(3) Class Member submits a deficient Request for Exclusion,  
 14 the Settlement Administrator shall notify the Class Member of the deficiency within five (5)  
 15 business days of receipt. Rule 23(b)(3) Class Members who submit a deficient Request for  
 16 Exclusion shall have twenty (20) days from the date the deficiency notice is sent to cure any  
 17 deficiencies, at which point their Request for Exclusion will be rejected if not cured. Any Rule  
 18 23(b)(3) Class Member who is not an Aggrieved Employee and who timely submits a valid  
 19 Request for Exclusion will no longer be a Class Member, will be barred from participating in and  
 20 objecting to the Settlement, and will not receive any benefit from the Settlement. Any Rule  
 21 23(b)(3) Class Member who is also an Aggrieved Employee and who timely submits a valid  
 22 Request for Exclusion will no longer be a Participating Class Member, will be barred from  
 23 objecting to the Settlement, and will not receive any payment other than such individual's  
 24 Individual PAGA Payment, in exchange for a release of the Released PAGA Claims set forth  
 25 below.

26 **8. Final Approval Motion and Hearing.**

27 a. Not later than thirty-five (35) business days before the Final Approval  
 28



1 Hearing, Plaintiffs shall file a Motion for Final Approval and proposed Final Approval Order and  
2 Judgment.

3 b. Defendants shall have the right to review and comment on the content of the  
4 Motion for Final Approval, proposed Final Approval Order and Judgment. Class Counsel will  
5 provide Defendants with copies and allow at least five (5) business days in advance of the  
6 anticipated date of filing for review. The parties will agree on the form of the final approval  
7 papers.

8 c. Class Counsel shall also be responsible for drafting the application for the  
9 Incentive Awards, Class Counsel's Fee Award, and a request for approval of the Settlement  
10 Administrator's fees and costs at least fourteen (14) days prior to the Response Deadline, to also  
11 be heard at the Final Approval Hearing.

12 d. Plaintiffs shall request that the Court schedule the Final Approval Hearing no  
13 earlier than thirty-five (35) calendar days after the Response Deadline, to consider final approval  
14 of the Settlement and entry of a Final Approval Order: (a) maintaining certification of the Rule  
15 23(b)(3) Class for settlement purposes only and maintaining certification of the Rule 23(b)(2)  
16 Class for settlement purposes only; (b) maintaining certification of the FLSA Collective under 29  
17 U.S.C. § 216(b) for settlement purposes only; (c) entering Judgment in accordance with this  
18 Agreement; (d) approving the Settlement and Agreement as final, fair, reasonable, adequate and  
19 binding on all Named Plaintiffs, Class Representatives, Participating Class Members, Rule  
20 23(b)(2) Class Members, and Aggrieved Employees, and (e) directing that the Action be  
21 dismissed with prejudice and in full and final discharge of any and all of the Named Plaintiffs',  
22 Class Representatives', Participating Class Members' and Rule 23(b)(2) Class Members' Released  
23 Claims, and all Aggrieved Employees' Released PAGA Claims, as set forth in Sections 10.a and  
24 10.b below.

25 9. **Effect of Failure to Grant Final Approval.** If the Court denies Plaintiffs' Motion  
26 for Final Approval, the Parties will work together, diligently and in good faith, to remedy any  
27 issue(s) leading to such denial, or if they are unable to remedy those issues, to consider seeking  
28

b. The Parties agree to share jointly in the Settlement Administrator's fees and costs incurred through the date the Court denies final approval.

10. **Releases.** Provided there is Final Approval of the Settlement by the Court, in exchange for the consideration set forth in this Agreement, each Named Plaintiff, Class Representative, Participating Class Member, Rule 23(b)(2) Class Member, and Aggrieved Employee, individually and on behalf of all of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and finally release and

1 discharge the Released Parties as set forth herein.

2 a. **The “Released Claims.”** All Named Plaintiffs, Class Representatives, and  
 3 Rule 23(b)(3) Class Members who do not timely submit a valid Request for Exclusion, consistent  
 4 with the terms set forth in this Agreement, will release the Released Parties from any and all  
 5 claims pled, or which could have been pled, in the Second Consolidated Amended Complaint (the  
 6 “SCAC”) arising out of and/or based on the facts alleged in the SCAC, whether known or  
 7 unknown, for any wage-and-hour claims based on the performance of services pursuant to a Minor  
 8 League Uniform Player Contract. This release includes claims for wages, penalties, interest,  
 9 attorneys’ fees, restitution, and/or costs, and including, without limitation, claims for: unpaid  
 10 minimum wages, unpaid overtime, failure to provide meal periods or unpaid meal period  
 11 premiums, failure to provide rest periods or unpaid rest period premiums, untimely final wages,  
 12 untimely wages during employment, non-compliant itemized wage statements, failure to maintain  
 13 required payroll records, and unreimbursed business expenses under any state, territory, or local  
 14 wage-and hour-law and/or common law on behalf of the Named Plaintiffs, Class Representatives,  
 15 and Participating Class Members. In addition, the FLSA Collective Members will release the  
 16 Released Parties from any and all claims pled or which could have been pled in the SCAC arising  
 17 out of and/or based on the facts alleged in the SCAC, whether known or unknown, for any  
 18 services rendered pursuant to a Minor League Uniform Player Contract, under the FLSA. The  
 19 Rule 23(b)(2) Class Members will release the Released Parties from any wage-and-hour claims for  
 20 injunctive and/or declaratory relief which were pled, or could have been pled, in the SCAC arising  
 21 out of and/or based on the facts alleged in the SCAC, whether known or unknown, for any  
 22 services rendered pursuant to a Minor League Uniform Player Contract. The release period for the  
 23 Released Claims is the beginning of time through October 31, 2022.

24 b. **The “Released PAGA Claims.”** Aggrieved Employees shall release any  
 25 and all claims pled, or which could have been pled, based on the facts alleged in the SCAC  
 26 pursuant to PAGA, California Labor Code §§ 2698 *et seq.*, whether known or unknown. The  
 27 release period for the Released PAGA Claims is January 30, 2013 through October 31, 2022. The  
 28

Parties agree that there shall be no right for any Aggrieved Employee to opt out of or otherwise exclude themselves solely from the PAGA component of the Settlement.

### **SETTLEMENT FUNDS AND AWARDS**

11. **Maximum Settlement Amount.** Defendants will pay the Maximum Settlement Amount of One Hundred Eighty-Five Million Dollars and No Cents (\$185,000,000.00), which shall fully and finally resolve the Action and settle and satisfy the Released Claims and the Released PAGA Claims. The Maximum Settlement Amount is inclusive of all amounts to be paid to Participating Class Members, the Total PAGA Amount, Class Counsel's Fee Award, Incentive Award payments, a contingency fund, the Settlement Administrator's fees and costs, and the Participating Class Members' share of employment taxes. Other than the Employer Payroll Taxes described in Section 1.n, Defendants shall not be required to pay more than the gross total of \$185,000,000.00. This settlement is non-reversionary, meaning none of the Maximum Settlement Amount shall revert to Defendants.

12. **Funding of Settlement.** By no later than ten (10) business days after the date of Preliminary Approval, Defendants shall deposit twenty-five percent (25%) of the Maximum Settlement Amount into a QSF established by the Settlement Administrator, and the remaining seventy-five percent (75%) into the QSF by no later than ten (10) business days after the Effective Date. The Settlement Administrator will act as escrow agent and will have the authority to release the Settlement Amount from escrow for purposes of administering the Settlement reflected in this Agreement immediately following the Effective Date. The Settlement Administrator shall be responsible for establishing, administering, and otherwise operating the QSF, including the preparation and filing of federal, state and local tax returns.

13. **Contingency Fund.** The Settlement Administrator shall set aside four-hundred thousand dollars (\$400,000.00) of the QSF to cover any correctable errors or omissions and satisfy any claim for relief allowed pursuant to Fed. R. Civ. P. 60(b)(1) or 60(d). If \$400,000.00 is not sufficient to cover any correctable errors or omissions, and satisfy any claim for relief allowed pursuant to Fed. R. Civ. P. 60(b)(1) or 60(d), any additional amounts shall come from the amount

1 remaining due to FLSA Collective Members' uncashed checks. Any amount remaining 180 days  
 2 after the Final Approval Order and after any correctable errors or omissions are covered will be  
 3 redistributed among the Participating Class Members who have timely accepted payment or, if the  
 4 amount remaining is small enough that a redistribution is not sensible in the discretion of Class  
 5 Counsel, the unclaimed payments will be donated to the Cy Pres Awardee under the *cy pres*  
 6 doctrine.

7 14. **Payments.** Subject to the Court's Final Approval Order and the occurrence of the  
 8 Effective Date, the Settlement Administrator shall make the following payments from the  
 9 Maximum Settlement Amount:

10 a. **Incentive Awards to the Class Representatives and Named Plaintiffs.** In  
 11 return for services rendered to the Class Members, the Named Plaintiffs will each apply to the  
 12 Court to receive up to \$15,000.00 for each Named Plaintiff appointed to serve as a Class  
 13 Representative, and up to \$7,500.00 for each Named Plaintiff not appointed as a Class  
 14 Representative as an Incentive Award from the QSF. The application for Incentive Awards is to  
 15 be considered separately from the Court's consideration of the fairness, reasonableness, and  
 16 adequacy of the settlement of the Action. The outcome of the Court's ruling on the application for  
 17 Incentive Awards will not terminate this Agreement or otherwise affect the Court's ruling on the  
 18 Motion for Final Approval or for final judgment and dismissal of the Action.

19 b. **Class Counsel's Fee Award.** Class Counsel will petition the Court for an  
 20 award of attorneys' fees of no more than one-third (1/3) of the Maximum Settlement Amount, and  
 21 in addition, for reimbursement of their actual litigation costs and expenses to be paid from the  
 22 QSF. After depositing the Maximum Settlement Amount with the Settlement Administrator for  
 23 the QSF, Defendants shall have no additional liability for Class Counsel's attorneys' fees and  
 24 costs. The substance of Class Counsel's Fee Award application is to be considered separately  
 25 from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement of  
 26 the Action. The outcome of any proceeding related to Class Counsel's Fee Award application  
 27 shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final  
 28

Approval or for final judgment and dismissal of this Action.

c. **LWDA Payment.** The Parties agree that \$1,736,400.00 from the Total PAGA Amount will be paid to the LWDA in settlement of all claims brought in the Action by or on behalf of Plaintiffs and Aggrieved Employees under PAGA.

d. **Settlement Administration Fees and Costs.** The Settlement Administrator's fees and costs shall be paid from the Maximum Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the fees and costs incurred in the administration of the settlement.

e. **Class Payments.** After the deduction of the amounts in Sections 14(a) through (d) above, and the contingency fund described in Section 13, Settlement Awards shall be made to the Participating Class Members from the Net Settlement Amount as set forth below.

#### **CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS**

15. **Settlement Award Eligibility.** All Participating Class Members shall be paid a Settlement Award from the Net Settlement Amount. Any Rule 23(b)(3) Class Member who fails to submit a timely Request for Exclusion by following the procedures set forth in the Notice shall automatically be deemed a Participating Class Member whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in this Action. Any such Participating Class Member's rights to pursue any Released Claims will be extinguished. Similarly, any FLSA Collective Member's rights to pursue any Released Claims will be extinguished.

16. **Participating Class Member Settlement Awards.** A Participating Class Member's proportionate share of the Net Settlement Fund will be determined by the Settlement Administrator, with assistance from consultants chosen by Class Counsel, pursuant to the following formula:

a. Defendants' records will be used to determine the work periods that each Participating Class Member participated in during the relevant years. The work periods include: (1) spring training, extended spring training, and instructional league from either 2009 to the date

1 of Preliminary Approval in Florida, or 2011 to the date of Preliminary Approval in Arizona; (2)  
 2 the California League, from 2010 to the date of Preliminary Approval; and (3) championship  
 3 seasons outside the California League, from the start of the statute of limitations for the state in  
 4 which the class member's minor league team is located to the date of Preliminary Approval. For  
 5 each workweek within a work period, an estimate of hours worked will be applied. Minimum  
 6 wage rates in effect at the time the work occurred will be taken into account when calculating the  
 7 amount of damages owed in a workweek. Each person's "individual damages" will be the  
 8 difference between what he allegedly should have been paid versus what he was actually paid  
 9 according to Defendants' records; for work performed during relevant years during the  
 10 championship season outside the California League, a 50% reduction will be applied. Any  
 11 liquidated damages available under Arizona, Florida, and California law will be taken into account  
 12 when calculating a person's individual damages, as will any statutory penalties under Arizona and  
 13 California law.

14           b. The calculation of Settlement Award determinations pursuant to this Section  
 15 16 shall be based on the pro rata portion of the Net Settlement Fund that each Participating Class  
 16 Member is entitled to. The pro rata payment will be calculated by multiplying the proportional  
 17 share that each Participating Class Member is entitled to by the Net Settlement Fund. That  
 18 proportional share will be determined by dividing the aggregate total of all Participating Class  
 19 Member's alleged individual damages by the individual Participating Class Member's damages.

20           **17. Tax Characterization.**

21           a. For tax purposes, thirty-five percent (35%) of the non-PAGA portion of the  
 22 Settlement Award to each Participating Class Member shall be made in respect of back wages, and  
 23 sixty-five (65%) of such payments shall be made in respect of liquidated damages, penalties (other  
 24 than PAGA penalties), and/or pre-judgment interest. Any PAGA portion of a Settlement Award  
 25 that is provided to an Aggrieved Employee shall be allocated as penalties.

26           b. Payments treated as back wages pursuant to Section 17.a shall be made net  
 27 of all applicable employment taxes, including, without limitation, federal, state and local income  
 28



1 tax withholding and the employee share of FICA tax, and shall be reported to the Internal Revenue  
2 Service (“IRS”) and the payee under the payee’s name and Social Security number or tax  
3 identification on an IRS Form W-2. Payments treated as liquidated damages, penalties, and/or  
4 pre-judgment interest pursuant to Section 17.a shall be made without withholding and shall be  
5 reported to the IRS and the payee, to the extent required by law, under the payee’s name and  
6 Social Security number or tax identification number on an IRS Form 1099.

7 c. The portion of the payments of attorneys’ fees and costs attributable to the  
8 Rule 23(b)(3) Class pursuant to Section 14.b shall be made without withholding.

9 d. The portion of the payments of attorneys’ fees attributable to the FLSA  
10 Collective pursuant to Section 14.b as determined by the Settlement Administrator, shall be made  
11 without withholding and, to the extent required by law as determined by Defendants in their  
12 discretion, shall be reported to the IRS and the FLSA Collective Member under the FLSA  
13 Collective Member’s name and Social Security number or tax identification number on an IRS  
14 Form 1099.

15 e. Any Incentive Award pursuant to Section 14.a shall be made without  
16 withholding and reported to the IRS and the payee under the payee’s name and Social Security  
17 number or tax identification number on an IRS Form 1099.

18 f. Within ten (10) business days after the Final Approval Order, the Settlement  
19 Administrator shall inform the Parties of an estimate of all state and federal payroll taxes imposed  
20 by applicable law, including the Employer Payroll Taxes, with respect to the amounts treated as  
21 wages pursuant to Section 17.a. Defendants shall deposit the Employer Payroll Taxes into the  
22 QSF within ten (10) business days from the date the Settlement Administrator so informs the  
23 Parties, and the Settlement Administrator shall remit all such taxes withheld to the IRS and/or  
24 other appropriate taxing agencies.

25 g. The employee portion of all applicable income and payroll taxes will be the  
26 responsibility of the individual Class Member receiving a Settlement Payment.

27 h. Neither Class Counsel nor Defendants’ Counsel intend anything contained  
28



1 herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it  
2 be relied upon as such.

3 **18. Transmission of Settlement Awards; Acceptance Period.**

4 b. The Settlement Administrator shall electronically transfer or physically mail  
5 all Settlement Awards to Participating Class Members and Aggrieved Employees within thirty  
6 (30) days after the Effective Date or as soon as reasonably practicable thereafter. The Settlement  
7 Administrator shall then provide written certification of the electronic transfer or physical mailing  
8 of checks to Class Counsel and Defendants' Counsel.

9 c. Participating Class Members and Aggrieved Employees will have ninety  
10 (90) calendar days from the date of submission to cash their Settlement Payments (the  
11 "Acceptance Period"). Settlement Payments may thereafter be automatically canceled if not  
12 accepted within that time, at which time the right to recover any Settlement Award will be deemed  
13 void and of no further force and effect. Following the Acceptance Period, thirty days (30) will be  
14 permitted for requests for re-issuance of canceled checks. With thirty (30) days remaining, a  
15 reminder will be sent via email and U.S. mail to those who have not yet cashed their Settlement  
16 Payments. Regardless of whether they accepted their Settlement Payments, Participating Class  
17 Members shall be deemed to have finally and forever released the Released Parties from the  
18 Released Claims. Regardless of whether they cash their Settlement Payments or exclude  
19 themselves from the class portion of the Settlement (*i.e.*, whether or not they are Participating  
20 Class Members), all Aggrieved Employees shall be deemed to have finally and forever released  
21 the Released Parties from the Released PAGA Claims.

22 **19. Remaining Monies.** If at the conclusion of the Acceptance Period and the 30-day  
23 period for check re-issuances, any funds remain from checks that are returned as undeliverable or  
24 are not negotiated, these funds shall be redistributed among Participating Class Members who  
25 have timely cashed their checks pro rata, or if, in the sole discretion of Class Counsel, the amount  
26 remaining is too small to justify the expense of a redistribution, the unclaimed funds will be  
27 donated to the Cy Pres Awardee under the *cy pres* doctrine.

20. **No Claims Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Defendants, Class Counsel, or Defendants' Counsel based on distributions or payments made in accordance with this Agreement.

**NON-MONETARY RELIEF**

21. **Resolution of Rule 23(b)(2) Class.** In order to fully and finally settle the Rule 23(b)(2) Class certified by the Court with prejudice, MLB will take the actions set forth in (a) through (c) below. The terms are the product of extensive and arm's length negotiations between the Parties, and confer substantial benefits on the Rule 23(b)(2) Class Members to which they would not otherwise be entitled absent this Agreement and which serve as sufficient consideration for the Rule 23b(2) Class's release of the Released Claims as set forth in Section 10.a.

a. Within ten (10) business days of the Effective Date of the Agreement, MLB will rescind any and all contractual prohibitions against Major League Clubs paying wages to minor league players outside of the championship season.

b. Within ten (10) business days of the Effective Date of the Agreement, MLB will send a memorandum to the Major League Clubs specifically stating that, "The Office of the Commissioner has rescinded any and all contractual prohibitions against Clubs paying wages to minor league players outside of the championship season, and accordingly, each Club is advised that it must compensate minor league players in compliance with wage-and-hour laws in effect in Arizona and Florida during spring training, extended spring training, instructional leagues, and the championship season in those states, including any minimum wage laws that apply."

c. MLB will provide a copy of the memorandum described in Section 21.b to the Court within five (5) business days of sending the memorandum to the Major League Clubs.

d. The Court shall retain jurisdiction over MLB with respect to the Rule 23(b)(2) Class to enforce MLB's obligations under this Section 21.

e. Nothing in this Section 21 shall require the payment of minimum wage where such payments are not required by applicable law.

**MISCELLANEOUS**

22. **Cooperation Between the Parties; Further Acts.** The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

23. **Right of Defendants to Rescind Settlement.** If ten percent (10%) or more of the Class Members, or a number of Class Members whose Settlement Awards in the aggregate total 10% or more of the total Net Settlement Amount, file timely and valid Requests for Exclusion, then Defendants will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Defendants must exercise this right within fourteen (14) days after the Settlement Administrator notifies them of the number of Requests for Exclusion received that meet this threshold. If Defendants exercise their right to rescind the Settlement, Defendants will be responsible for the Settlement Administrator's fees and costs incurred through the date of rescission or thereafter.

24. **Submissions to the LWDA.** At the same time as they submit this Agreement to the Court for preliminary approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).

25. **No Admission of Liability.** This Agreement and all related documents are not and shall not be construed as an admission by Defendants or any of the Released Parties of any fault or liability or wrongdoing, or as an admission that a class should be certified for any purpose other than settlement purposes.

26. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of tax or other legal issues arising from a payment under this

1 Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or  
2 conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as,  
3 offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse  
4 to the Parties, including without limitation, evidence of a presumption, concession, indication or  
5 admission by any of the Parties of any liability, fault, wrongdoing, omission, or damage.

6 27. **No Assignment.** Class Counsel, Named Plaintiffs, and Class Representatives, on  
7 behalf of the individual Class Members, represent and warrant that they have not assigned or  
8 transferred, or purported to assign or transfer, to any person or entity, any claim or any portion  
9 thereof or interest therein, including, but not limited to, any interest in the Action, or any related  
10 action.

11 28. **Entire Agreement.** This Agreement constitutes the entire agreement between the  
12 Parties with regard to the subject matter contained herein, and all prior and contemporaneous  
13 negotiations and understandings between the Parties shall be deemed merged into this Agreement.

14 29. **Binding Effect.** This Agreement shall be binding upon the Parties and, with respect  
15 to the Named Plaintiffs, Class Representatives, and all Class Members, their spouses, children,  
16 representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.

17 30. **Confidentiality.** Named Plaintiffs, Class Representatives and Class Counsel agree  
18 to keep the negotiations leading up to this Agreement, including the Parties' Memorandum of  
19 Understanding ("Confidential Settlement Issues") confidential, and hereafter will not disclose  
20 such information to any person or persons. Notwithstanding the foregoing, Class Representatives  
21 may disclose Confidential Settlement Issues to their attorneys, accountants and immediate  
22 families; to the Court and Court personnel, as necessary to seek Court approval of this Settlement;  
23 and otherwise as required by court or governmental order, subpoena, or as otherwise directed by  
24 law. If required by court or governmental order, subpoena, or otherwise as required by law to  
25 disclose Confidential Settlement Issues, Named Plaintiffs and/or Class Representatives will notify  
26 Defendants through Defendants' Counsel prior to making such disclosure and permit Defendants a  
27 reasonable time to object to such disclosure. Named Plaintiffs, Class Representatives and their  
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1 attorneys shall make no public statement concerning Confidential Settlement Issues other than  
2 such statements as are contained in Court filings necessary to seek approval of this Agreement.  
3 Notwithstanding the foregoing, Class Counsel may disclose the Memorandum of Understanding to  
4 the Settlement Administrator and any consultants who are preparing the allocation plan, who shall  
5 be bound by the confidentiality terms set forth in the Memorandum of Understanding. Nothing in  
6 the foregoing shall be interpreted as preventing a Party or their counsel from publicly discussing  
7 this Settlement Agreement once it has been fully executed and disclosed as part of the Motion for  
8 Preliminary Approval.

9       31. **Computation of Time.** For purposes of this Agreement, if the prescribed time  
10 period in which to complete any required or permitted action expires on a Saturday, Sunday, or  
11 legal holiday (as defined by Fed. R. Civ. P. 6(a)(6)), such time period shall be continued to the  
12 following business day. The term “days” shall mean calendar days unless otherwise noted.

13       32. **Arm’s Length Transaction; Materiality of Terms.** The Parties have negotiated  
14 all the terms and conditions of this Agreement at arm’s length. All terms and conditions of this  
15 Agreement in the exact form set forth in this Agreement are material to this Agreement and have  
16 been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

17       33. **Captions.** The captions or headings of the Sections and paragraphs of this  
18 Agreement have been inserted for convenience of reference only and shall have no effect upon the  
19 construction or interpretation of any part of this Agreement.

20       34. **Construction.** The determination of the terms and conditions of this Agreement has  
21 been by mutual agreement of the Parties. Each party participated jointly in the drafting of this  
22 Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and  
23 shall not be, construed against any party by virtue of draftsmanship.

24       35. **Severability.** If any provision of this Agreement is held by a court of competent  
25 jurisdiction to be void, voidable, unlawful or unenforceable, the remaining portions of this  
26 Agreement will remain in full force and effect.

27       36. **Governing Law.** This Agreement shall in all respects be interpreted, enforced and  
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1 governed by and under the laws of the State of California, without regard to choice of law  
2 principles, except to the extent that the law of the United States governs any matter set forth  
3 herein, in which case such federal law shall govern.

4       **37. Amendments, Modifications, Waivers to Be in Writing.** No waiver, modification  
5 or amendment of the terms of this Agreement, whether purportedly made before or after the  
6 Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on  
7 behalf of all Parties and then only to the extent set forth in such written waiver, modification or  
8 amendment, subject to any required Court approval. Any failure by any party to insist upon the  
9 strict performance by the other party of any of the provisions of this Agreement shall not be  
10 deemed a waiver of future performance of the same provisions or of any of the other provisions of  
11 this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to  
12 insist upon the specific performance of any and all of the provisions of this Agreement.

13       **38. CAFA Notice.** Defendants shall timely provide notice as required by the Class  
14 Action Fairness Act ("CAFA"), provide copies of such notice to Class Counsel, and advise the  
15 Court of compliance with CAFA notice no later than the deadline for filing the motion for final  
16 approval.

17       **39. When Agreement Becomes Effective.** This Agreement is valid and binding upon  
18 the signatures of Defendants' authorized representatives and all Named Plaintiffs and Class  
19 Representatives. Class Counsel and Defendants' Counsel shall deliver this Agreement to their  
20 respective clients for their signatures and shall exchange copies of their signature pages within  
21 five (5) business days of the Parties reaching final agreement on the contents of the Agreement.  
22 The Parties agree that electronic signature software (such as DocuSign) may be used to sign the  
23 Agreement, and that any signatures obtained through such software shall be valid.

24       **40. Counterparts.** The Parties may execute this Agreement in counterparts, including  
25 by facsimile or email. All executed counterparts and each of them shall be deemed to be one and  
26 the same instrument. All executed copies of this Agreement, and photocopies thereof (including  
27 facsimile and/or emailed copies of the signature pages) shall have the same force and effect and  
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1 shall be as legally binding and enforceable as the original.

2 41. **No Signature Required by Eligible Class Members.** Only the Named Plaintiffs  
3 and Class Representatives will be required to execute this Agreement. The Notice will advise all  
4 Class Members of the binding nature of the release and such shall have the same force and effect  
5 as if the Agreement were executed by each Class Member.

6 **IN WITNESS THEREOF**, the Parties agree to these Terms,

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8 PLAINTIFF:  Date: July 12, 2022  
9 Aaron Dott  
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12 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
13 Aaron Meade

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15 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
16 Aaron Senne

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18 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
19 Barrett Loux

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21 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
22 Bradley McAtee

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24 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
25 Bradley Stone  
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2 41. **No Signature Required by Eligible Class Members.** Only the Named Plaintiffs  
3 and Class Representatives will be required to execute this Agreement. The Notice will advise all  
4 Class Members of the binding nature of the release and such shall have the same force and effect  
5 as if the Agreement were executed by each Class Member.

6 **IN WITNESS THEREOF**, the Parties agree to these Terms,

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9 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
10 Aaron Dott

11 DocuSigned by:  
12 PLAINTIFF: Aaron Meade Date: July 11, 2022  
13 Aaron Meade  
14 291D31C20AA7482

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16 Aaron Senne

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19 Barrett Loux

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21 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
22 Bradley McAtee

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25 Bradley Stone  
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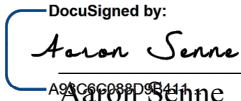
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2 41. **No Signature Required by Eligible Class Members.** Only the Named Plaintiffs  
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16 Aaron Senne

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19 Barrett Loux

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22 Bradley McAtee

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25 Bradley Stone  
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2 41. **No Signature Required by Eligible Class Members.** Only the Named Plaintiffs  
3 and Class Representatives will be required to execute this Agreement. The Notice will advise all  
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5 as if the Agreement were executed by each Class Member.

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19 Barrett Loux

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22 Bradley McAtee

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25 Bradley Stone  
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2 41. **No Signature Required by Eligible Class Members.** Only the Named Plaintiffs  
3 and Class Representatives will be required to execute this Agreement. The Notice will advise all  
4 Class Members of the binding nature of the release and such shall have the same force and effect  
5 as if the Agreement were executed by each Class Member.

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13 Aaron Meade

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16 Aaron Senne

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19 Barrett Loux

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Bradley McAtee

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25 Bradley Stone  
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2 41. **No Signature Required by Eligible Class Members.** Only the Named Plaintiffs  
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4 Class Members of the binding nature of the release and such shall have the same force and effect  
5 as if the Agreement were executed by each Class Member.

6 **IN WITNESS THEREOF**, the Parties agree to these Terms,

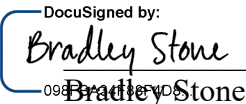
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19 Barrett Loux

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PLAINTIFF:

DocuSigned by:

*BRANDON HENDERSON*

Brandon Henderson

Date: July 12, 2022

PLAINTIFF:

Brandon Pinckney

Date: \_\_\_\_\_, 2022

PLAINTIFF:

Brett Newsome

Date: \_\_\_\_\_, 2022

PLAINTIFF:

Bryan Henry

Date: \_\_\_\_\_, 2022

PLAINTIFF:

Cody Sedlock

Date: \_\_\_\_\_, 2022

PLAINTIFF:

Craig Bennigson

Date: \_\_\_\_\_, 2022

PLAINTIFF:

Daniel Britt

Date: \_\_\_\_\_, 2022

PLAINTIFF:

David Quinowski

Date: \_\_\_\_\_, 2022

PLAINTIFF:

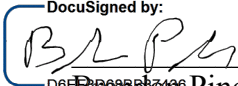
Dustin Pease

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Brandon Pinckney

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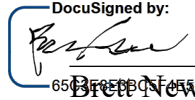
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11 Bryan Henry

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8 Brett Newsome

10 PLAINTIFF: \_\_\_\_\_ Date: July 11, 2022

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*Bryan Henry*

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11 Bryan Henry

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14 Cody Sedlock

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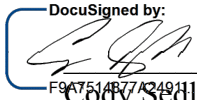
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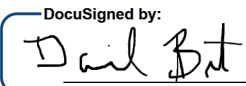
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21 Daniel Britt  
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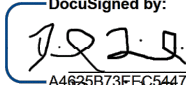
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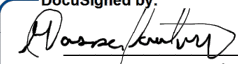
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27 Dustin Pease  
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Casper Santiago

Date: July 11, 20222  
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4 PLAINTIFF:

Grant Duff

Date: \_\_\_\_\_, 2022

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7 PLAINTIFF:

Jake Kahaulelio

Date: \_\_\_\_\_, 2022

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Jeffrey Nadeau

Date: \_\_\_\_\_, 2022

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Joel Weeks

Date: \_\_\_\_\_, 2022

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Joseph Newby

Date: \_\_\_\_\_, 2022

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19 PLAINTIFF:

Jonathan Gaston

Date: \_\_\_\_\_, 2022

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Justin Murray

Date: \_\_\_\_\_, 2022

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25 PLAINTIFF:

Kristopher Watts

Date: \_\_\_\_\_, 2022



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2 Gaspar Santiago

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5 Grant Duff

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Jake Kahaulelio  
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10 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022

11 Jeffrey Nadeau

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26 Kristopher Watts

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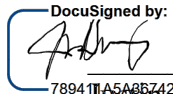
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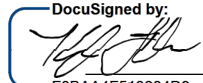
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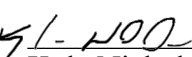
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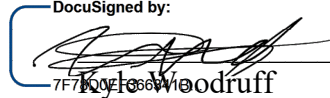
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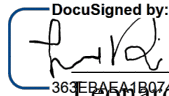
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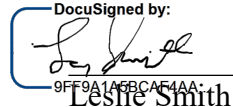
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17 *Lauren Gagnier*

18 Lauren Gagnier

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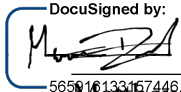
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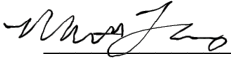
Matthew Frevert

27 Matthew Frevert

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Date: July 11, 2022

PLAINTIFF:

Michael Liberto

Date: \_\_\_\_\_, 2022

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Date: \_\_\_\_\_, 2022

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Nicholas Giarraputo

Date: \_\_\_\_\_, 2022

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Date: \_\_\_\_\_, 2022

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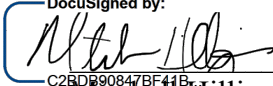
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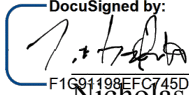
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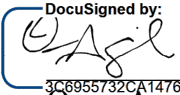
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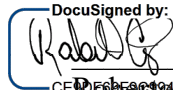
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CERTIFIED BY: Roberto Ortiz

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Ryan Khoury

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Ryan Kiel

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7 PLAINTIFF:

Witer Jimenez

Date: \_\_\_\_\_, 2022

8  
9  
10 DEFENDANT:By:  
On behalf of AZPB Limited  
Partnership

Date: \_\_\_\_\_, 2022

11  
12  
13  
14  
15 DEFENDANT:By:  
On behalf of Chicago Cubs  
Baseball Club, LLC

Date: \_\_\_\_\_, 2022

16  
17  
18  
19 DEFENDANT:By:  
On behalf of The Cincinnati  
Reds, LLC

Date: \_\_\_\_\_, 2022

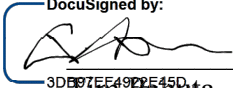
20  
21  
22  
23 DEFENDANT:By:  
On behalf of Colorado  
Rockies Baseball Club, Ltd.

Date: \_\_\_\_\_, 2022

1 PLAINTIFF: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

2 Ryan Kiel

3  
4 PLAINTIFF: \_\_\_\_\_Date: July 12, 20225  3DE97EE49DCE45D  
6 Tim Panuta

7 PLAINTIFF: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

8 Witer Jimenez

9  
10 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

11 By:  
12 On behalf of AZPB Limited  
13 Partnership14  
15 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

16 By:  
17 On behalf of Chicago Cubs  
18 Baseball Club, LLC

19 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

20 By:  
21 On behalf of The Cincinnati  
22 Reds, LLC

23 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

24 By:  
25 On behalf of Colorado  
26 Rockies Baseball Club, Ltd.

1 PLAINTIFF: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

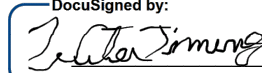
2 Ryan Kiel

3  
4 PLAINTIFF: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

5 Tim Pahuta

6  
7 PLAINTIFF: \_\_\_\_\_Date: July 11, 2022

DocuSigned by:  
  
F831F13A447148D  
8 Wilfr Jimenez

9  
10 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

11 By:  
12 On behalf of AZPB Limited  
13 Partnership14  
15 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

16 By:  
17 On behalf of Chicago Cubs  
18 Baseball Club, LLC

19 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

20 By:  
21 On behalf of The Cincinnati  
22 Reds, LLC

23 DEFENDANT: \_\_\_\_\_

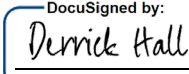
Date: \_\_\_\_\_, 2022

24 By:  
25 On behalf of Colorado  
26 Rockies Baseball Club, Ltd.

1 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 Ryan Kiel

3  
4 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
5 Tim Pahuta

6  
7 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
8 Witer Jimenez

9  
10 DEFENDANT:  \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
11 By: D43393386D98429 Derrick M. Hall 7/11/2022  
12 On behalf of AZPB Limited  
13 Partnership

14  
15 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
16 By:  
17 On behalf of Chicago Cubs  
18 Baseball Club, LLC

19 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
20 By:  
21 On behalf of The Cincinnati  
22 Reds, LLC

23 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
24 By:  
25 On behalf of Colorado  
26 Rockies Baseball Club, Ltd.

1 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 Ryan Kiel

3  
4 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
5 Tim Pahuta

6  
7 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
8 Witer Jimenez

9  
10 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
11 By:  
12 On behalf of AZPB Limited  
13 Partnership

14 DocuSigned by:  
15 DEFENDANT:  Date: July 13, 2022  
16 By: Jonathan Greifenkamp  
17 On behalf of Chicago Cubs  
18 Baseball Club, LLC

19 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
20 By:  
21 On behalf of The Cincinnati  
22 Reds, LLC

23 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
24 By:  
25 On behalf of Colorado  
26 Rockies Baseball Club, Ltd.



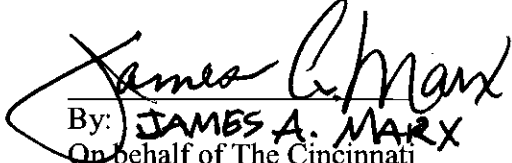
1 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 Ryan Kiel

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4 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
5 Tim Pahuta

6  
7 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
8 Witer Jimenez

9  
10 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
11 By:  
12 On behalf of AZPB Limited  
13 Partnership

14  
15 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
16 By:  
17 On behalf of Chicago Cubs  
18 Baseball Club, LLC

19 DEFENDANT:  Date: 7/11, 2022  
20 By: JAMES A. MARX  
21 On behalf of The Cincinnati  
22 Reds, LLC

23 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
24 By:  
25 On behalf of Colorado  
26 Rockies Baseball Club, Ltd.  
27  
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1 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 Ryan Kiel

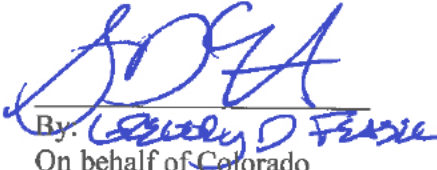
3  
4 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
5 Tim Pahuta

6  
7 PLAINTIFF: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
8 Witer Jimenez

9  
10 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
11 By:  
12 On behalf of AZPB Limited  
13 Partnership

14  
15 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
16 By:  
17 On behalf of Chicago Cubs  
18 Baseball Club, LLC

19 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
20 By:  
21 On behalf of The Cincinnati  
22 Reds, LLC

23 DEFENDANT: \_\_\_\_\_ Date: 7/12, 2022  
24 By:   
25 On behalf of Colorado  
26 Rockies Baseball Club, Ltd.  
27  
28

1 DEFENDANT:



Date: July 13, 2022

2 By: Alan Avila  
3 On behalf of Detroit  
4 Tigers, Inc.

5 DEFENDANT:

Date: \_\_\_\_\_, 2022

6 By:  
7 On behalf of Houston  
8 Astros, LLC

9 DEFENDANT:

Date: \_\_\_\_\_, 2022

10 By:  
11 On behalf of Kansas City  
12 Royals Baseball Club, LLC

13 DEFENDANT:

Date: \_\_\_\_\_, 2022

14 By:  
15 On behalf of Angels Baseball LP

16 DEFENDANTS:

Date: \_\_\_\_\_, 2022

17 By:  
18 On behalf of Los Angeles  
19 Dodgers LLC and Los  
20 Angeles Dodgers  
21 Holding Company LLC

22 DEFENDANT:

Date: \_\_\_\_\_, 2022

23 By:  
24 On behalf of The Office of  
25 the Commissioner of Baseball  
26 d/b/a Major League Baseball

1 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 By:  
3 On behalf of Detroit  
4 Tigers, Inc.

5 DEFENDANT: Giles Kibbe Date: July 11, 2022  
6 By: Giles Kibbe  
7 On behalf of Houston  
8 Astros, LLC

9 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
10 By:  
11 On behalf of Kansas City  
12 Royals Baseball Club, LLC


13 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
14 By:  
15 On behalf of Angels Baseball LP

16 DEFENDANTS: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
17 By:  
18 On behalf of Los Angeles  
19 Dodgers LLC and Los  
20 Angeles Dodgers  
21 Holding Company LLC

22 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
23 By:  
24 On behalf of The Office of  
25 the Commissioner of Baseball  
26 d/b/a Major League Baseball

1 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 By:  
3 On behalf of Detroit  
4 Tigers, Inc.

5 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
6 By:  
7 On behalf of Houston  
8 Astros, LLC

9  
10 DEFENDANT:  Date: July 12, 2022  
11 By: R. Brooks Sherman, Jr., SVP. COO  
12 On behalf of Kansas City  
13 Royals Baseball Club, LLC

14 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
15 By:  
16 On behalf of Angels Baseball LP

17  
18 DEFENDANTS: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
19 By:  
20 On behalf of Los Angeles  
21 Dodgers LLC and Los  
22 Angeles Dodgers  
23 Holding Company LLC

24 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
25 By:  
26 On behalf of The Office of  
27 the Commissioner of Baseball  
28 d/b/a Major League Baseball

1 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

2 By:  
3 On behalf of Detroit  
4 Tigers, Inc.

5 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

6 By:  
7 On behalf of Houston  
8 Astros, LLC

9 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

10 By:  
11 On behalf of Kansas City  
12 Royals Baseball Club, LLC

13 DEFENDANT: \_\_\_\_\_

Date: 7/11, 2022

14 By: Arte Moreno  
15 On behalf of Angels Baseball LP

16 DEFENDANTS: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

17 By:  
18 On behalf of Los Angeles  
19 Dodgers LLC and Los  
20 Angeles Dodgers  
21 Holding Company LLC

22 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

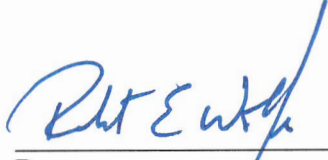
23 By:  
24 On behalf of The Office of  
25 the Commissioner of Baseball  
26 d/b/a Major League Baseball

1 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 By:  
3 On behalf of Detroit  
4 Tigers, Inc.

5 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
6 By:  
7 On behalf of Houston  
8 Astros, LLC


9 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
10 By:  
11 On behalf of Kansas City  
12 Royals Baseball Club, LLC

13 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
14 By:  
15 On behalf of Angels Baseball LP

16  
17   
18 DEFENDANTS: \_\_\_\_\_ Date: 7/11, 2022  
19 By: Robert E. Wolfe  
20 On behalf of Los Angeles  
21 Dodgers LLC and Los  
22 Angeles Dodgers  
23 Holding Company LLC

24 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
25 By:  
26 On behalf of The Office of  
27 the Commissioner of Baseball  
28 d/b/a Major League Baseball

1 DEFENDANT:

  
By: Ashwin Krishnan  
On behalf of Marlins  
Teamco LLC

Date: July 12, 2022

2  
3  
4  
5 DEFENDANTS:

By: \_\_\_\_\_  
On behalf of Milwaukee  
Brewers Baseball Club, Inc.  
and Milwaukee  
Brewers Baseball Club, L.P.

Date: \_\_\_\_\_, 2022

6  
7  
8  
9  
10 DEFENDANT:

By: \_\_\_\_\_  
On behalf of Minnesota  
Twins, LLC

Date: \_\_\_\_\_, 2022

11  
12  
13  
14 DEFENDANT:

By: \_\_\_\_\_  
On behalf of Sterling Mets L.P.

Date: \_\_\_\_\_, 2022

15  
16  
17  
18 DEFENDANT:

By: \_\_\_\_\_  
On behalf of New York Yankees  
Partnership

Date: \_\_\_\_\_, 2022

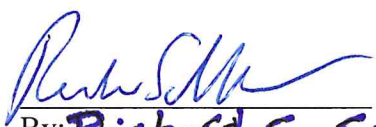
19  
20  
21  
22 DEFENDANT:

By: \_\_\_\_\_  
On behalf of Athletics  
Investment Group LLC

Date: \_\_\_\_\_, 2022



1 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 By:  
3 On behalf of Marlins  
4 Teamco LLC

5 DEFENDANTS:  Date: July 12, 2022  
6 By: **Richard C. Schlesinger**  
7 On behalf of Milwaukee  
8 Brewers Baseball Club, Inc.  
9 and Milwaukee  
10 Brewers Baseball Club, L.P.

11 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
12 By:  
13 On behalf of Minnesota  
14 Twins, LLC


15 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
16 By:  
17 On behalf of Sterling Mets L.P.

18 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
19 By:  
20 On behalf of New York Yankees  
21 Partnership

22 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
23 By:  
24 On behalf of Athletics  
25 Investment Group LLC  
26  
27  
28

1 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 By:  
3 On behalf of Marlins  
4 Teamco LLC

5 DEFENDANTS: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
6 By:  
7 On behalf of Milwaukee  
8 Brewers Baseball Club, Inc.  
9 and Milwaukee  
10 Brewers Baseball Club, L.P.

11 DEFENDANT:  By: \_\_\_\_\_ Date: July 12, 2022  
12 DAVE ST. PETER  
13 On behalf of Minnesota  
14 Twins, LLC

15 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
16 By:  
17 On behalf of Sterling Mets L.P.

18 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
19 By:  
20 On behalf of New York Yankees  
21 Partnership

22 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
23 By:  
24 On behalf of Athletics  
25 Investment Group LLC

1 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 By:  
3 On behalf of Detroit  
4 Tigers, Inc.

5 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
6 By:  
7 On behalf of Houston  
8 Astros, LLC

9 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
10 By:  
11 On behalf of Kansas City  
12 Royals Baseball Club, LLC

13 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
14 By:  
15 On behalf of Angels Baseball LP

16 DEFENDANTS: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
17 By:  
18 On behalf of Los Angeles  
19 Dodgers LLC and Los  
20 Angeles Dodgers  
21 Holding Company LLC

22 DEFENDANT: Daniel R. Halem Date: July 13, 2022  
23 By: Daniel R. Halem  
24 On behalf of The Office of  
25 the Commissioner of Baseball  
26 d/b/a Major League Baseball  
27  
28

1 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

2 By:  
3 On behalf of Marlins  
4 Teamco LLC

5 DEFENDANTS: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

6 By:  
7 On behalf of Milwaukee  
8 Brewers Baseball Club, Inc.  
9 and Milwaukee  
10 Brewers Baseball Club, L.P.

11 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

12 By:  
13 On behalf of Minnesota  
14 Twins, LLC

15 DEFENDANT: \_\_\_\_\_

Date: July, 2022

16 By: Richard L. Auden  
17 On behalf of Sterling Mets L.P.

18 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

19 By:  
20 On behalf of New York Yankees  
21 Partnership

22 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022


23 By:  
24 On behalf of Athletics  
25 Investment Group LLC

1 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 By:  
3 On behalf of Marlins  
4 Teamco LLC

5 DEFENDANTS: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
6 By:  
7 On behalf of Milwaukee  
8 Brewers Baseball Club, Inc.  
9 and Milwaukee  
10 Brewers Baseball Club, L.P.

11 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
12 By:  
13 On behalf of Minnesota  
14 Twins, LLC

15 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
16 By:  
17 On behalf of Sterling Mets L.P.

18  
19 DEFENDANT:  Date: 7/13, 2022  
20 By: Lonn P. Trost  
21 On behalf of New York Yankees  
22 Partnership

23 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
24 By:  
25 On behalf of Athletics  
26 Investment Group LLC  
27  
28

1 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

2 By:  
3 On behalf of Marlins  
4 Teamco LLC

5 DEFENDANTS: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

6 By:  
7 On behalf of Milwaukee  
8 Brewers Baseball Club, Inc.  
9 and Milwaukee  
10 Brewers Baseball Club, L.P.

11 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

12 By:  
13 On behalf of Minnesota  
14 Twins, LLC

15 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

16 By:  
17 On behalf of Sterling Mets L.P.

18 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

19 By:  
20 On behalf of New York Yankees  
21 Partnership

22 DEFENDANT: \_\_\_\_\_

7/13/2022

Date: \_\_\_\_\_, 2022

23   
24 By: D'Lonra Ellis  
25 On behalf of Athletics  
26 Investment Group LLC

1 DEFENDANT:



Date: July 11, 2022

2 By: Mera Kutrovac, Secretary  
3 On behalf of Pittsburgh  
4 Associates

5 DEFENDANTS:

Date: \_\_\_\_\_, 2022

6 By:  
7 On behalf of Padres L.P.  
8 and San Diego Padres  
9 Baseball Club, L.P.

10 DEFENDANT:

Date: \_\_\_\_\_, 2022

11 By:  
12 On behalf of San Francisco  
13 Baseball Associates LLC

14 DEFENDANT:

Date: \_\_\_\_\_, 2022

15 By:  
16 On behalf of The Baseball  
17 Club of Seattle, LLLP

18 DEFENDANT:

Date: \_\_\_\_\_, 2022

19 By:  
20 On behalf of St. Louis  
21 Cardinals, LLC


22 DEFENDANTS:

Date: \_\_\_\_\_, 2022

23 By:  
24 On behalf of Rangers  
25 Baseball LLC and Rangers  
26 Baseball Express, LLC

1 DEFENDANT: \_\_\_\_\_  
2 By:  
3 On behalf of Pittsburgh  
4 Associates

Date: \_\_\_\_\_, 2022

5 DEFENDANTS:  \_\_\_\_\_  
6 By: Caroline Perry  
7 On behalf of Padres L.P.  
8 and San Diego Padres  
9 Baseball Club, L.P.

Date: July 11, 2022

10 DEFENDANT: \_\_\_\_\_  
11 By:  
12 On behalf of San Francisco  
13 Baseball Associates LLC

Date: \_\_\_\_\_, 2022

14 DEFENDANT: \_\_\_\_\_  
15 By:  
16 On behalf of The Baseball  
17 Club of Seattle, LLLP

Date: \_\_\_\_\_, 2022

18 DEFENDANT: \_\_\_\_\_  
19 By:  
20 On behalf of St. Louis  
21 Cardinals, LLC

Date: \_\_\_\_\_, 2022

22 DEFENDANTS: \_\_\_\_\_  
23 By:  
24 On behalf of Rangers  
25 Baseball LLC and Rangers  
26 Baseball Express, LLC

Date: \_\_\_\_\_, 2022



1 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

2 By:  
3 On behalf of Pittsburgh  
4 Associates


5 DEFENDANTS: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

6 By:  
7 On behalf of Padres L.P.  
8 and San Diego Padres  
9 Baseball Club, L.P.

10 DEFENDANT: \_\_\_\_\_

Date: 7-13, 2022

11 By:  JACK F. BAIR  
12 On behalf of San Francisco  
13 Baseball Associates LLC

14 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

15 By:  
16 On behalf of The Baseball  
17 Club of Seattle, LLLP

18 DEFENDANT: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

19 By:  
20 On behalf of St. Louis  
21 Cardinals, LLC

22 DEFENDANTS: \_\_\_\_\_


Date: \_\_\_\_\_, 2022

23 By:  
24 On behalf of Rangers  
25 Baseball LLC and Rangers  
26 Baseball Express, LLC

1 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 By:  
3 On behalf of Pittsburgh  
4 Associates

5 DEFENDANTS: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
6 By:  
7 On behalf of Padres L.P.  
8 and San Diego Padres  
9 Baseball Club, L.P.

10 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
11 By:  
12 On behalf of San Francisco  
13 Baseball Associates LLC

14 DEFENDANT:  \_\_\_\_\_ Date: 7/13, 2022  
15 By: Catie Griggs  
16 On behalf of The Baseball  
17 Club of Seattle, LLLP

18 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
19 By:  
20 On behalf of St. Louis  
21 Cardinals, LLC


22 DEFENDANTS: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
23 By:  
24 On behalf of Rangers  
25 Baseball LLC and Rangers  
26 Baseball Express, LLC  
27  
28

1 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 By:  
3 On behalf of Pittsburgh  
4 Associates

5 DEFENDANTS: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
6 By:  
7 On behalf of Padres L.P.  
8 and San Diego Padres  
9 Baseball Club, L.P.

10 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
11 By:  
12 On behalf of San Francisco  
13 Baseball Associates LLC

14 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
15 By:  
16 On behalf of The Baseball  
17 Club of Seattle, LLLP

18 DEFENDANT:  Date: July 11, 2022  
19 By: MIKE WHITTLE  
20 On behalf of St. Louis  
21 Cardinals, LLC

22 DEFENDANTS: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
23 By:  
24 On behalf of Rangers  
25 Baseball LLC and Rangers  
26 Baseball Express, LLC  
27  
28

1 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
2 By:  
3 On behalf of Pittsburgh  
4 Associates

5 DEFENDANTS: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
6 By:  
7 On behalf of Padres L.P.  
8 and San Diego Padres  
9 Baseball Club, L.P.


10 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
11 By:  
12 On behalf of San Francisco  
13 Baseball Associates LLC

14 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
15 By:  
16 On behalf of The Baseball  
17 Club of Seattle, LLLP

18 DEFENDANT: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
19 By:  
20 On behalf of St. Louis  
21 Cardinals, LLC

22 DEFENDANTS: Ray Davis Date: 7-12-, 2022  
23 By: Ray Davis  
24 On behalf of Rangers  
25 Baseball LLC and Rangers  
26 Baseball Express, LLC  
27  
28

1 DEFENDANT:

2   
3 By: MARK A. SHAPIRO  
4 On behalf of Rogers Blue  
5 Jays Baseball Partnership  
6  
7  
8  
9  
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Date: 12 July, 2022

# **EXHIBIT A**

to Joint Stipulation of Class Settlement and Release

NOTICE OF CLASS ACTION SETTLEMENT

**If you signed a minor league uniform player's contract and played minor league baseball during spring training, extended spring training, or instructional leagues from either 2009 to [DATE OF PRELIMINARY APPROVAL] in Florida or 2011 to [DATE OF PRELIMINARY APPROVAL] in Arizona, or played in the California League for at least seven days from 2010 to [DATE OF PRELIMINARY APPROVAL], your rights are affected by a class action settlement**

*A federal court authorized this notice.  
This is not a solicitation from a lawyer.*

This notice is to inform you of your legal rights and options in a proposed settlement in the case called *SENNE v. OFFICE OF THE COMMISSIONER OF BASEBALL, d/b/a MAJOR LEAGUE BASEBALL*, Case No. CV 14-00608 JCS (consolidated with 3:14-cv-03289-JCS). **Please read this notice carefully.**

The case involves minimum wage and overtime laws. Eligible class members, who did not previously opt out of the case, will receive a share of the settlement money based on a number of factors including the number of work periods they participated in as a minor league baseball player as explained in Section \_\_ below.

Records indicate that you played minor league baseball during the following spring training(s), extended spring training(s), or instructional league(s) from either 2009 to date in Florida or 2011 to date in Arizona:

	Florida, from 2009 to 2022	Arizona, from 2011 to 2022
Spring Training		
Extended Spring Training		
Instructional Leagues		

Records also indicate that you played during the championship season from [YEARS] and in the California League during the following periods: [REDACTED].

If you believe any of this information is inaccurate, you can dispute it by visiting [www.BaseballPlayerWageCase.com](http://www.BaseballPlayerWageCase.com) and providing additional information. Please see Section [REDACTED], below, for instructions on how to do so.

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>PARTICIPATE IN THE SETTLEMENT</b>	<p>If you are an eligible class member and do nothing, you will receive your share of money under the settlement and be bound by the settlement and its release of claims.</p> <ul style="list-style-type: none"> <li>• Payments will be made via check and mailed to you at the address listed below in Section ____.</li> <li>• If no address is shown in Section ____, you must provide an address by <b>Month 00, 2022</b>.</li> <li>• If the address shown in Section ____ is incorrect, you must provide an updated address by <b>Month 00, 2022</b>.</li> <li>• If you wish to correct the number of work periods listed above, you must do so by <b>Month 00, 2022</b>.</li> </ul> <p>You can update or provide the information listed above by visiting the settlement website at <a href="http://www.BaseballPlayerWageCase.com">www.BaseballPlayerWageCase.com</a>.</p>
<b>EXCLUDE YOURSELF OR “OPT OUT”</b>	<p>If you do not wish to participate or be bound by the settlement and its release of claims, you must send a Request for Exclusion to the Settlement Administrator by <b>Month x, 2022</b>. Instructions for sending a Request for Exclusion are provided in Section ____ below. If you exclude yourself from (“opt out” of) the settlement, you <u>will not</u> receive any payment under the settlement, except as described in the following sentence.</p> <p>If you are an Aggrieved Employee (defined below), you will receive a pro rata share of the PAGA payment (defined below) whether or not you exclude yourself from the settlement.</p>
<b>OBJECT</b>	<p>If you do not exclude yourself from the settlement and you do not believe that the settlement is fair and reasonable, you may write to the Court to tell them why. Written objections must be submitted to the Court by <b>Month x, 2022</b>. If the Court rejects your objection, you will be bound by the terms of the settlement.</p>



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**BASIC INFORMATION****1. What is the purpose of this notice?**

This notice is to inform you that the Court has preliminarily approved a proposed settlement of the case and to give you information about your legal rights under the settlement. You have been identified as a potential class member in this case and may be eligible to receive money from the settlement.

The Court has scheduled a hearing on whether to finally approve the settlement on [REDACTED], 2022 at [REDACTED] m. in Courtroom F, 15<sup>th</sup> Floor, San Francisco Courthouse, U.S. District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102. The hearing may be conducted remotely via video or telephone conference. The date of the hearing may change without further notice to the class, so check the settlement website or the Court's Public Access to Court Electronic Records ("PACER") website (see Section [REDACTED], below) to confirm the date and whether the hearing will be conducted in person or remotely.

**2. What is the lawsuit about and who is involved?**

In this lawsuit, current and former minor league baseball players sued Major League Baseball (or "MLB") and the MLB Clubs claiming they failed to pay minor league players minimum wage and overtime pay in violation of the federal Fair Labor Standards Act ("FLSA") and state wage-and-hour laws in California, Arizona and Florida. The lawsuit also brought claims under other state laws, and sought civil penalties under California's Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* ("PAGA").

The lawsuit is brought by the following "Named Plaintiffs": Omar Aguilar, Craig Bennigson, Daniel Britt, Matthew Daly, Leonard Davis, Aaron Dott, Grant Duff, Matthew Frevert, Lauren Gagnier, Jonathan Gaston, Nicholas Giarraputo, Brandon Henderson, Bryan Henry, Mitchell Hilligoss, Ryan Hutson, Witer Jimenez, Kyle Johnson, Jake Kahalelio, Ryan Khoury, Ryan Kiel, Matthew Lawson, Michael Liberto, Barret Loux, Bradley McAtee, Aaron Meade, Justin Murray, Jeffrey Nadeau, Joseph Newby, Brett Newsome, Kyle Nicholson, Oliver Odle, Roberto Ortiz, Tim Pahuta, Dustin Pease, Brandon Pinckney, David Quinowksi, Gaspar Santiago, Cody Sedlock, Aaron Senne, Leslie Smith, Bradley Stone, Mark Wagner, Kris Watts, Joel Weeks, and Kyle Woodruff. All of these Named Plaintiffs are also Class Representatives except Omar Aguilar, Leonard Davis, Witer Jimenez, Bradley McAtee, and Roberto Ortiz.

The MLB Clubs means all 30 of the Major League Baseball Clubs, including Kansas City Royals Baseball Club, LLC; Marlins Teamco LLC; San Francisco Baseball Associates LLC; Angels Baseball LP; St. Louis Cardinals, LLC; Colorado Rockies Baseball Club, Ltd.; The Baseball Club of Seattle, LLLP; The Cincinnati Reds, LLC; Houston Baseball Partners LLC; Athletics Investment Group LLC; Rogers Blue Jays Baseball Partnership; Padres, L.P.; San Diego Padres Baseball Club, L.P.; Minnesota Twins, LLC; Detroit Tigers, Inc.; Los Angeles Dodgers LLC; Los Angeles Dodgers Holding Company LLC; Sterling Mets, L.P.; AZPB L.P.; Pittsburgh Associates, L.P.; New York Yankees Partnership; Rangers Baseball Express, LLC; Rangers Baseball, LLC; Chicago Cubs Baseball Club, LLC; Milwaukee Brewers Baseball Club, Inc.; Milwaukee Brewers Baseball Club, L.P.; Atlanta National League Baseball Club, Inc. c/k/a Atlanta National League Baseball Club, LLC; Boston Red Sox Baseball Club L.P.; Baltimore Orioles, L.P.; Baltimore Orioles, Inc.; Chicago White Sox, Ltd.; Cleveland Indians Baseball Co., Inc. c/k/a Cleveland Guardians Baseball Co.; Cleveland Indians Baseball Co., L.P. c/k/a Cleveland Guardians Baseball Company, LLC; The Phillies; Tampa Bay Rays Baseball Ltd.; and Washington Nationals Baseball Club, LLC.

MLB and the MLB Clubs deny all claims in the lawsuit. The parties have agreed to settle the case at this time to avoid the uncertainty and cost of trial and any potential appeal.

The judge in the case is the Honorable Joseph C. Spero. He is the Chief Magistrate Judge for the United States District Court for the Northern District of California.

This case was filed as a class action. The Court certified classes under Federal Rule of Civil Procedure 23 (“Rule 23”) and an FLSA collective in this case. You likely already received a notice about the pendency of this case in late 2015 (concerning the FLSA collective) and/or early 2021 (concerning the Rule 23 classes). This is a new notice alerting you to a proposed settlement in the case and notifying you of your rights.

If you previously opted out of (excluded yourself from) the Damages classes (defined below) or opted into the FLSA collective, your previous election remains unchanged. However, if you now wish to participate in the settlement, you can withdraw your request to opt out by going to the settlement website and following the instructions in Section [REDACTED], below.

### **3. What is a class action?**

In a class action lawsuit, one or more people or businesses called class representatives (i.e., the Plaintiffs) sue on behalf of others who have similar claims, all of whom together are a “class.” Individual class members do not have to file a lawsuit to participate in the class action, or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

There are several types of Rule 23 class actions, two of which are relevant here. Rule 23(b)(3) classes involve claims for money damages (“Damages class”). The “class definition” identifies who is included in the class. Rule 23(b)(2) classes involve claims for injunctive or declaratory relief (not money damages) (“Injunctive Relief class”).

Class members do not have to do anything to be included in the Damages class. Potential class members who do not wish to be included in the Damages class must affirmatively “opt out” by requesting that the court exclude them. Any person included in the class definition who does not opt out of a Damages class will be bound by any judgment or settlement entered in the case.

In contrast, class members typically do not have the right to opt out of an Injunctive Relief class.

### **4. What is a Fair Labor Standards Act “FLSA” collective action?**

In cases involving FLSA claims, the court can certify what is known as a “collective action.” A collective action is very similar to a class action described above. The chief difference between the two is that, unlike Damages class members, persons are not automatically included in an FLSA collective. Instead, persons who want to be included in an FLSA collective and be bound by any settlement or judgment in the case must affirmatively “opt in” by giving written consent to the court.

In this case, the Court certified an FLSA collective in 2015, and persons were given the right to opt in then. If you did not already submit an opt-in request, you are not a member of the FLSA collective.

### **5. Who is in the classes in this case?**

This case involves two types of Rule 23 classes and the FLSA collective defined as follows:

- Rule 23 (b)(3) Damages class: All persons who: while signed to a Minor League Uniform Player Contract, participated in the California League for at least seven days on or after February 7, 2010 through [DATE OF PRELIMINARY APPROVAL], participated in spring training, instructional leagues, or extended spring training in Florida on or after February 7, 2009 through [DATE OF PRELIMINARY APPROVAL], or participated in spring training, instructional leagues, or extended spring training in Arizona on or after February 7, 2011 through [DATE OF PRELIMINARY APPROVAL]. Provided, however, that participation in the activities set forth above must have occurred prior to that person’s signing a Major League Uniform Player Contract.

- Rule 23(b)(2) Injunctive Relief class: Any person who is or will in the future be signed to a Minor League Uniform Player Contract and participates in spring training, extended spring training, the championship season, or instructional leagues in Florida or Arizona.
- FLSA collective: All persons who, while signed to a Minor League Uniform Player Contract, participated in the California League, or in spring training, extended spring training, or instructional leagues on or after February 7, 2011, and had not signed a Major League Uniform Player Contract before then, and previously filed a timely consent to join (“opted into”) the case.

You may be a member of one or more of the classes.

You do not need to take any action to become a class/collective member if you meet any of the definitions above. We have identified the persons in the Damages and Injunctive Relief classes from defendants’ records, and the FLSA collective consists of those persons who previously opted into it.

## **6. Who represents the classes?**

The Court appointed the law firms Korein Tillery, LLC and Pearson, Simon & Warshaw, LLP as class counsel to represent class members. Contact information for the lead attorneys working on the case from these firms is listed below:

Garrett R. Broshuis  
**KOREIN TILLERY, LLC**  
 505 North 7th Street, Suite 3600  
 St. Louis, MO 63101  
 (314) 241-4844  
[gbroshuis@koreintillery.com](mailto:gbroshuis@koreintillery.com)

Bobby Pouya  
**PEARSON, SIMON & WARSHAW, LLP**  
 15165 Ventura Boulevard, Suite 400  
 Sherman Oaks, California 91403  
 (818) 788-8300  
[bpouya@pswlaw.com](mailto:bpouya@pswlaw.com)

If you want to be represented by your own lawyer, you are free to hire one at your own expense.

## **THE SETTLEMENT BENEFITS**

### **7. What are the benefits under the proposed settlement?**

A summary of the monetary and non-monetary benefits the proposed settlement provides to class members follows.

#### **Monetary benefits**

Defendants have agreed to pay a total of One Hundred and Eighty-Five Million Dollars (\$185,000,000.00) to settle the case (the “maximum settlement amount”). If you participate in the settlement, you will receive a share of this money based on estimates of the hours you participated in minor league baseball. Each class member’s “settlement payment” will be determined as summarized below.

First, an expert statistician will deduct the following amounts from the maximum settlement amount: (i) any court-awarded attorneys’ fees (which will be no more than 30% of the maximum settlement amount) and costs (estimated to be no more than \$5.5 million); (ii) any court-awarded incentive awards for the class representatives/named plaintiffs (which will not exceed \$637,500.00); (iii) the fees and expenses for settlement administration (estimated to be approximately \$450,000); and (iv) the \$1,736,400 allocated to California’s Labor and Workforce Development Agency for the PAGA penalty.

The amount remaining after these deductions will be the “net settlement fund.” Each class member’s settlement payment will consist of his proportional share of the net settlement fund.

To calculate each class member's proportional share, the statistician will use defendants' records to determine the work periods that the class member participated in during the relevant years. Eligible work periods include: (1) spring training, extended spring training, and instructional league from either 2009 to [DATE] in Florida, or 2011 to [DATE] in Arizona; (2) the California League, from 2010 to [DATE], and (3) championship seasons outside the California League, from the start of the statute of limitations for the state in which the class member's minor league team is located to [DATE].

The work periods we have determined that you participated in are shown on Page 1 of this notice.

The statistician will use estimates of the hours minor league players allegedly worked in any given workweek during the relevant work periods. The statistician arrived at these estimates after an extensive analysis of various records and a survey conducted of minor league players.

The statistician will then, for each class member, determine the amount each class member allegedly should have been paid by multiplying the total hours estimated to be allegedly worked in the eligible work periods by the applicable state minimum wage rate. The statistician will use the minimum wage rate in effect at the time for the state in which the class member's minor league team is located. A 50% reduction will be applied to any damages derived from alleged work performed during championship seasons outside the California League to reflect the relative weakness of these claims.

Each class member's "individual damages" will be the difference between the amount he allegedly should have been paid (as calculated above) and what he was actually paid according to MLB and MLB Clubs' records. Any liquidated damages available under Arizona, Florida, and California law will be taken into account when calculating a person's individual damages, as will any statutory penalties under Arizona and California law.

\$2,315,200 of the maximum settlement amount has been designated as the recovery of civil penalties under PAGA. The law requires that 75% of this amount be paid to the California Labor & Workforce Development Agency. The other 25% (the "PAGA payment") will be paid *pro rata* to any class members who participated in the California League on or after January 30, 2013 for seven consecutive days through [the date of preliminary approval] (the "Aggrieved Employees").

The statistician will add up each participating class member's "individual damages" to get the aggregate total for all participating class members. Each class member's proportional share will be calculated by dividing the aggregate total by the class member's individual damages. That number will then be multiplied by the net settlement amount to calculate the class member's individual settlement payment.

You will be able to obtain an estimate of your individual settlement payment on the settlement website, [www.baseballplayerwagecase.com](http://www.baseballplayerwagecase.com), no later than [REDACTED]. The estimate will represent the *gross* amount you will receive if the Court approves the settlement, assuming the following: (1) all of the potential deductions from the maximum settlement amount set forth above are approved by the Court; (2) no potential class member requests exclusion from the settlement; and (3) there is no change to the work periods originally identified for each class member. The estimate will not guarantee any specific recovery. The final amount you receive may be different than the estimate.

Be aware that part of your settlement payment has been characterized as "back wages" and is subject to mandatory withholding for federal, state and local payroll taxes. The *net* amount of your settlement payment will depend on how much we are required to withhold for taxes, as well as other mandatory deductions that might apply like garnishments, tax liens and child support. Members of the FLSA collective may be responsible for taxes on the portion of attorneys' fees attributable to the FLSA collective. We are not tax advisors. If you have questions regarding any issues relating to taxes, please check with your tax professional.

#### **Non-monetary benefits**

In addition to the monetary benefits, the settlement provides an important benefit for current and future players. Specifically, MLB will rescind the part of the player contract that prevents MLB Clubs from paying wages to



players outside the championship season. MLB will also send a memorandum to all MLB Clubs, advising them of the change to the contract, and advising each Club that it must compensate minor league players in compliance with wage-and-hour laws in effect in Arizona and Florida during spring training, extended spring training, instructional leagues and the championship season in those states, including any minimum wage laws that apply.

## **8. What am I giving up in return for receiving the settlement benefits?**

In order to receive the monetary benefits, participating Damages class members and FLSA collective members must give the Released Parties (defined below) a release of claims. A release of claims is where one party agrees to give up legal claims (or causes of action) he has against another party in exchange for something of value. A release operates to cut off the releasing party's ability to sue the released party on the released claims.

The claims and parties you will release if you remain in the classes are described in detail in the settlement agreement. In summary:

The "Released Parties": MLB and the Major League Clubs, individually and collectively, and each of their present and former direct and indirect owners, parents, subsidiaries and affiliates, and each of their present and former officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives.

The "Released Claims": All Named Plaintiffs, Class Representatives, and Rule 23(b)(3) damages class members who do not timely submit a valid Request for Exclusion, consistent with the terms set forth in the settlement agreement, will release the Released Parties from any and all claims pled, or which could have been pled, in the Second Consolidated Amended Complaint (the "SCAC") arising out of and/or based on the facts alleged in the SCAC, whether known or unknown, for any wage-and-hour claims based on the performance of services pursuant to a Minor League Uniform Player Contract. This release includes claims for wages, penalties, interest, attorneys' fees, restitution, and/or costs, and including, without limitation, claims for: unpaid minimum wages, unpaid overtime, failure to provide meal periods or unpaid meal period premiums, failure to provide rest periods or unpaid rest period premiums, untimely final wages, untimely wages during employment, non-compliant itemized wage statements, failure to maintain required payroll records, and unreimbursed business expenses under any state, territory, or local wage-and hour-law and/or common law on behalf of the Named Plaintiffs, Class Representatives, and Participating Class Members. In addition, the FLSA collective members will release the Released Parties from any and all claims pled or which could have been pled in the SCAC arising out of and/or based on the facts alleged in the SCAC, whether known or unknown, for any services rendered pursuant to a Minor League Uniform Player Contract, under the FLSA. The Rule 23(b)(2) Injunctive Relief class members will release the Released Parties from any wage-and-hour claims for injunctive and/or declaratory relief which were pled, or could have been pled, in the SCAC arising out of and/or based on the facts alleged in the SCAC, whether known or unknown, for any services rendered pursuant to a Minor League Uniform Player Contract. **All releases of claims cover the period from the beginning of time through the date of October 31, 2022.**

## **9. How will class counsel be paid?**

Class counsel will request an award of attorneys' fees of up to 30% of the maximum settlement amount and reimbursement of their litigation costs of up to 5.5 Million Dollars (\$5,500,000). These costs consist primarily of amounts paid for deposition transcripts, travel for depositions and mediation, expert witness fees, plaintiffs' portion of the mediator's fee, and the cost of the prior rounds of notices sent to the classes certified for litigation and the FLSA collective. Class counsel's motion for an award of fees and costs will include the final amount of fees and costs requested and the supporting law and facts. The motion will be filed with the Court by [REDACTED], 2022 and will be posted at [www.baseballplayerwagecase.com](http://www.baseballplayerwagecase.com). The Court will determine the actual amounts to award to class counsel for fees and costs after the final approval hearing once it has ensured the amounts are reasonable.

The settlement administrator will pay any court-awarded attorneys' fees and costs directly from the maximum settlement amount.

#### **10. Why are the Named Plaintiffs asking for incentive awards?**

In addition to any amount they are entitled to receive by participating in the settlement, the 45 Named Plaintiffs who brought this lawsuit will ask the Court to approve "incentive awards" for them. Incentive awards are amounts given to individuals who bring a class action to recognize the risk they took in bringing the lawsuit and the effort they put into advancing the interests of the class by doing things like answering written discovery and sitting for depositions. Forty Named Plaintiffs served as Class Representatives and will request incentive awards of \$15,000 each. The other five Named Plaintiffs will request incentive awards of \$7,500 each. The motion for incentive awards will be filed with the Court by [REDACTED] and will be posted at [www.baseballplayerwagecase.com](http://www.baseballplayerwagecase.com). The Court will decide the actual amount, if any, of the incentive award to be given to each Named Plaintiff/Class Representative after the final approval hearing.

### **YOUR RIGHTS AND OPTIONS**

#### **11. What are my options under the settlement?**

You have several options: 1) participate in the settlement and receive your share of the net settlement fund; 2) object to the settlement by submitting a written objection; or 3) opt out of the settlement by submitting a request for exclusion. Details about each option and how each option will affect your legal rights are explained below. You can both participate in the settlement and object, but if you opt out of the settlement, you cannot participate in the settlement or object.

#### **12. How do I participate in the settlement and receive money from it?**

Once the settlement approval process and settlement administration process is finalized you will be sent a check for your pro rata portion of the settlement proceeds to the below listed address:

[REDACTED]  
City, State Zip

*If no address is shown above, you must visit [www.baseballplayerwagecase.com](http://www.baseballplayerwagecase.com) to provide an address or other information to allow for an electronic payment [the response deadline].*

To update your mailing or email address, or if you would like to receive your payment electronically rather than by a paper check, you should visit [www.baseballplayerwagecase.com](http://www.baseballplayerwagecase.com) by [the response deadline] and follow the instructions to notify the settlement administrator.

Payments will be made after final approval and after the settlement becomes "effective." The settlement will become effective after the time for appealing the Court's decision granting final approval of the settlement has passed or, if an appeal is filed, after all appeals are finally resolved in favor of final approval.

If you do not cash your settlement check within 90 days of receipt, we will consider your share "unclaimed." If 90 days have passed, you will have 30 days to contact the administrator to request that a check be re-issued. The settlement administrator will use any unclaimed funds to make a second *pro rata* distribution to those class members who did accept their settlement payments unless class counsel and the settlement administrator conclude the total amount of unclaimed funds is too small to justify a second distribution. If that happens, the unclaimed funds will instead be paid to a court-appointed charity under the doctrine of "*cy pres*." Plaintiffs have asked the Court to appoint Legal Aid at Work as the *cy pres* awardee in this case, and the Court will consider the matter at the final approval hearing.

If the Court grants final approval of the settlement, no amount of money will be returned to defendants under any circumstances. In other words, every penny of the maximum settlement amount will go to class members, their counsel, settlement administration costs, the PAGA penalties and any *cy pres* awardee.

**13. How do I update my contact information, receive an electronic payment, or update my playing history?**

Please visit [www.baseballplayerwagecase.com](http://www.baseballplayerwagecase.com) by [the response date] and follow the instructions if you need to do any of the following:

- Update your email or physical mailing address;
- Request an electronic payment rather than a check; or
- Report an inaccuracy in the work periods we have listed for you on Page 1 of this notice. If you claim that you are eligible for additional work periods, the settlement administrator will determine whether you are eligible for any additional claimed work periods based on review of defendants' records and consultation with class counsel. You will be informed of the decision to accept or reject any additional claimed work periods, and the settlement administrator's decision will be final.

**14. What if I have an objection to the settlement?**

Participating class members who do not submit a request for exclusion may object to the settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be made and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the final approval hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Senne v. Office of the Commissioner of Baseball*, No. 3:14-00608-JCS), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before [response deadline].

EVEN IF YOU OBJECT, YOU WILL BE CONSIDERED TO HAVE PARTICIPATED IN THE SETTLEMENT AND WILL RECEIVE YOUR SHARE OF THE SETTLEMENT FUND AND BE BOUND BY THE RELEASE OF CLAIMS IF THE COURT APPROVES THE SETTLEMENT OVER YOUR OR ANY OTHER OBJECTION.

**15. How do I exclude myself from (opt out of) the Damages class?**

If you do not want to be included in the Damages class, you need to "opt out" by sending a request for exclusion by email or mail to the settlement administrator by [the response deadline]. The mailing and email addresses for the administrator can be found at the end of this notice.

The request for exclusion must contain: (1) the name and case number of this lawsuit (*Senne v. Office of the Commissioner of Baseball*, No. 3:14-00608-JCS); (2) your name; (3) your address, phone number, and email address; (4) the MLB Club(s), minor league affiliate(s), and approximate dates you played minor league baseball; and (5) a simple statement that you wish to exclude yourself from the Damages class.



You can ask to be excluded from the Damages class, but not the Injunctive Relief class or the FLSA collective. You will remain a member of the Damages class if you do not timely opt out.

**16. What happens if I exclude myself from (opt out of) the Damages class?**

If you timely submit a request for exclusion from the Damages class, you will not be a member of the Damages class. You will not participate in these proceedings or the settlement. You will not be subject to the release of claims or receive any money from the settlement as a member of the Damages class.

**17. What happens if I previously excluded myself from this class action?**

If you previously submitted a valid request for exclusion and still wish to be excluded from the class, you do not need to do anything. All previously submitted requests for exclusion will remain in effect and you will not be subject to the release of claims or receive any money from the settlement.

If you previously filed a request for exclusion and now wish to participate in the settlement, contact the settlement administrator before [the response deadline].

**18. What happens if I stay in the class(es)?**

Class members will be bound by the settlement and the judgment the Court enters in the case. If finally approved, the settlement agreement will have the same force and effect on absent class members as if each of them had signed it personally. This includes any applicable release of claims. Unless you timely request exclusion, the release of claims applies to you *regardless of whether you accept payment under the settlement or object*.

**THE FINAL APPROVAL HEARING**

**19. When and where will the Court decide whether to approve the settlement?**

The Court will hold a final approval hearing at [REDACTED] .m. on [REDACTED], 2022, at the U.S. District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102, in Courtroom F on the 15<sup>th</sup> Floor. The hearing may be conducted remotely via video or telephone conference. At the hearing, the Court will listen to anyone who wishes to speak in support of or in opposition to the settlement and will consider whether the settlement is fair, reasonable and adequate. The Court will also consider class counsel's request for attorneys' fees and costs and the request for the named plaintiffs' incentive awards. The Court may reschedule the final approval hearing without further notice to the classes. Please check [www.baseballplayerwagecase.com](http://www.baseballplayerwagecase.com) or the Court's PACER system to verify the date has not changed and whether the hearing will be conducted in person or remotely.

WHILE YOU ARE WELCOME TO ATTEND THE FINAL APPROVAL HEARING EITHER PERSONALLY OR BY COUNSEL HIRED AT YOUR OWN EXPENSE, YOU DO NOT NEED TO APPEAR. CLASS COUNSEL WILL APPEAR AT THE HEARING ON BEHALF OF THE SETTLEMENT CLASSES, INCLUDING YOU.

**GETTING MORE INFORMATION**

**20. How do I get more information?**

This notice only summarizes the proposed settlement. You can find the settlement agreement and other important documents in the case on the settlement website:

[www.BaseballPlayerWageCase.com](http://www.BaseballPlayerWageCase.com)

You may access the Court docket and any other publicly filed documents in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Courthouse, between 9:00am and 4:00pm, Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

If you have questions about the settlement or claims process, please contact class counsel (contact information in Section [REDACTED], above) or the court-appointed settlement administrator, JND Legal Administration:

Email: [Info@BaseballPlayerWageCase.com](mailto:Info@BaseballPlayerWageCase.com)

Phone: [REDACTED]

Mailing Address:

Senne v. Office of the Commissioner of Baseball  
c/o JND Legal Administration,  
P.O. Box XXXX  
Seattle, WA 98111