

Lateano v. Chicago Cubs Baseball Club, LLC,
United States District Court for the Northern District of Illinois
Case No. 23-cv-02757

If you received two or more marketing text messages from the Cubs after making a stop request, you may be entitled to receive compensation as part of a proposed settlement.

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

- A proposed settlement will provide \$1,225,000.00 (the “Settlement Funds”) to fully settle and release claims of the Settlement Class, which is defined as:

The 2,486 persons (1) subscribing to a residential telephone number (2) to which Defendant sent at least two text messages within a 12-month period (3) promoting its goods for sale (4) at least 30 days after receipt of a “stop” reply (5) within four years of the date of the Complaint.

The following are excluded from the Settlement Class: (1) the district and magistrate judges presiding over this case; (2) the judges of the Seventh Circuit; (3) the immediate families of the preceding person(s); (4) any Released Party; and (5) any Settlement Class Member who timely opts out of this Action.

- The Defendant denies Plaintiff’s allegations and any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims. By entering into the settlement, the Defendant has not conceded the truth or validity of any of the claims against it.
- The Settlement Funds shall be used to pay amounts related to the settlement, including awards to Settlement Class Members, attorneys’ fees and costs to attorneys representing Plaintiff and the Settlement Class (“Class Counsel”), any service award for Plaintiff, and the costs of notice and administration of the settlement. Class Counsel estimate that Settlement Class members will each receive, on average, approximately \$300, which may vary depending on how many text messages were received. Any monies remaining in the Settlement Fund after a second distribution from uncashed checks to the class members who cashed their checks will be distributed to The National Consumer Law Center as cy pres subject to court approval.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or do not act. Read this Notice carefully. Please refer to the Settlement Agreement, which contains defined terms used herein.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS (This chart only summarizes your rights and options; please see below for further information)	
STAY IN THE CLASS AND RECEIVE PAYMENT	<p>You do not need to do anything to stay in the class. If you stay in the class, you will be eligible to receive payment but you will be bound by the settlement terms and will lose your right to file your own lawsuit regarding the conduct at issue.</p> <p>You may select how you will receive payment and update your address by visiting www.cubstcpasettlement.com. Otherwise, if you received notice in the mail, a paper check will be mailed to you at the same address, and if you received notice via e-mail, an electronic payment will be made using that e-mail address.</p>
EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT	<p>If you ask to be excluded from the class, you will not receive a payment. This is the only option that allows you to pursue your own claims for the conduct at issue. The deadline for excluding yourself from the class is May 14, 2024 and you must follow the instructions below.</p>
OBJECT TO THE SETTLEMENT	<p>If you wish to object to the Settlement, you must write to the Court explaining why you believe the Settlement is unfair. You can object only if you do not exclude yourself from the class. The deadline for objecting is May 14, 2024 and you must follow the instructions below.</p>
GO TO THE FINAL APPROVAL HEARING	<p>You may attend the Final Approval Hearing. At the Final Approval Hearing you may ask to speak in Court about the fairness of the settlement only if you do not exclude yourself from the class. To speak at the Final Approval Hearing, you must file with the Court a document which includes your name, address, telephone number, your signature, or the signature of your attorney or agent, and your intention to appear at the Final Approval Hearing. This must be filed no later than May 14, 2024.</p>

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be disbursed if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this notice is to inform you that a proposed settlement has been reached in the class action lawsuit entitled *Lateano v. Chicago Cubs Baseball Club, LLC*, filed in the United States District Court for the Northern District of Illinois, case no. 23-cv-02757. **It is extremely important that you read this notice carefully** because your rights will be affected by this settlement. This notice summarizes the settlement and your rights under it.

2. What does it mean if I received an email or mailing about this settlement?

If you received an email or mailing describing this settlement, it is because the text message records compiled in this case indicate that you may be a member of the Settlement Class.

3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (here, Plaintiff, Colin Lateano) sues on behalf of people who have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff claims the Cubs violated the Telephone Consumer Protection Act (“TCPA”) by continuing to send marketing text messages after a person made a stop request. The defendant denies these allegations and any wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable Joan B. Gottschall is the judge in charge of this action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or the Cubs. Instead, the parties agreed to this settlement. This way, the parties avoid the risk, uncertainty and cost of a trial, and the Settlement Class members will receive compensation. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am a part of the settlement class?

The Court has certified a class action for settlement purposes only. The Settlement Class is defined as:

The 2,486 persons (1) subscribing to a residential telephone number (2) to which Defendant sent at least two text messages within a 12-month period (3) promoting

its goods for sale (4) at least 30 days after receipt of a “stop” reply (5) within four years of the date of the Complaint.

The following are excluded from the Settlement Class: (1) the district and magistrate judges presiding over this case; (2) the judges of the Seventh Circuit; (3) the immediate families of the preceding person(s); (4) any Released Party; and (5) any Settlement Class Member who timely opts out of this Action.

The class members were identified by text message records compiled in the litigation. If you received notice of the settlement via mail or email, you appear to be a member of the class. If you are not sure whether you are included, you can visit other sections of the Settlement Website, www.cubstcpasettlement.com, you may contact Class Counsel at 866.726.1092 or CubsTCPA@Keoghlaw.com.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed Keith J. Keogh and Timothy Sostrin from the law firm of Keogh Law, Ltd. as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

7. How will Class Counsel be paid?

Class Counsel will be paid from the Settlement Fund. Class Counsel will ask the Court to approve payment of attorneys’ fees of up to 36% of the Settlement Fund after class administration costs, which is \$430,706.16, as well as payment of reasonable expenses incurred in the litigation. Class Counsel also will ask the Court to approve payment of \$10,000 to Plaintiff for his services as Class Representative. The Court may award less than these requested amounts.

Class Counsel’s fee petition, along with all settlement related filings, will be posted on the settlement website by March 22, 2024.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Settlement Fund. The Cubs will make a one-time, all-inclusive payment of \$1,225,000 into a fund (the “Settlement Fund”), which will cover: (1) cash payments to Settlement Class Members; (2) an award of attorneys’ fees and expenses to Class Counsel, plus expenses, as approved by the Court; (3) service award to the Plaintiff, Colin Lateano, in an amount approved by the Court; and (4) the costs of notice and administration of the Settlement.

9. How much will my payment be?

Class Counsel estimates that the amount of the cash award to each class member will be **approximately \$300, on average. This is an estimate only, and may vary depending on how many text messages were received.** The final cash payment amount will also depend on the final cost of notice and administration, and the amounts awarded for attorneys' fees, expenses, and any incentive award.

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be a Settlement Class Member and will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, the Cubs or other Released Parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders and rulings will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release the Cubs and all other Released Parties from any and all of the Released Claims, as defined in the Settlement Agreement.

In summary, the Plaintiff and all Settlement Class Members, other than those who submit timely and proper Out-Out Requests, and their heirs, executors, personal representatives, administrators, agents, attorneys, predecessors, successors, and assigns, will release the Cubs and "MLB Entities," which shall mean MLB Advanced Media, L.P., the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs and Professional Development League Clubs ("Clubs"), Major League Baseball Properties, Inc., The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities, from all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and/or causes of action relating to the text messages sent to them.

If you have any questions about the Release or what it means, you may contact Class Counsel at 866.726.1092 or CubsTCPA@Keoghlaw.com. Or, you may talk to your own lawyer at your own expense.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

You may select how you will receive payment and update your address by visiting www.cubstcpasettlement.com. Otherwise, if you received notice in the mail, a paper check will be mailed to you at the same address, and if you received notice via e-mail, an electronic payment will be made using that e-mail address.

WHEN WILL I RECEIVE MY PAYMENT?

12. When will I receive a settlement payment?

Payments will be made only after the Court finally approves the settlement and any appeals are resolved. The Court will hold a hearing on June 17, 2024 to decide whether to finally approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether appeals will be made, and if so, when they may be resolved. To stay informed of the progress of the settlement, please check the Settlement Website at www.cubstcpsettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep the right to sue, or continue to sue the Cubs or a Released Party, as defined in the Settlement Agreement, then you must take steps to exclude yourself from or “opt out” of the Settlement.

Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Settlement Administrator at [REDACTED] no later than May 14, 2024. Exclusion requests must: (i) be signed by the person in the Settlement Class who is requesting exclusion, or by their attorney or agent; (ii) include the name and address of the person in the Settlement Class requesting exclusion; and (iii) include a statement or words to the effect of the following: “I request to be excluded from the settlement in the Lateano v. Chicago Cubs action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement.”

No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than May 14, 2024, and sent to the settlement administrator at [REDACTED].

14. If I do not exclude myself, can I sue the Cubs for the text messages later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) the Cubs or any Released Parties for the claims that this Settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you exclude yourself, you will not be able to receive a payment from the Settlement Fund and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class and do-not request exclusion, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views.

To object, the Settlement Class Member must make the objection in writing, sign, or have their attorney or agent sign, the objection, and both file it with the Court and mail it to the attorneys in the action as set forth below by May 14, 2024.

An objection must contain the following information: (i) class member ID, full name, current address, current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position.

To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than May 14, 2024.

For Plaintiff:

Keith J. Keogh, Esq.
Keogh Law, Ltd.
55 Monroe St., Ste. 3390
Chicago, IL 60603

For Defendant:

Alan E. Littmann
Goldman Ismail Tomaselli Brennan &
Baum, LLP
200 South Wacker Drive, 22nd Floor
Chicago, IL 60606

Any Settlement Class Member who fails to comply with the provisions set forth above shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Settlement, and by all proceedings, orders, and judgments in the litigation.

17. What is the difference between objecting and excluding yourself?

Excluding yourself means that you do not want to be a Settlement Class Member and participate in the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 11:00 a.m. on June 17, 2024, in Courtroom 1725, at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, which may be conducted by remote or electronic means. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

19. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class Members. But, you are welcome to come, or have your own lawyer appear, at your own expense.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. You cannot speak at the hearing if you exclude yourself from the settlement.

In order to speak at the hearing regarding an objection, you must file with the Court, and serve on all counsel a notice of intention to appear by May 14, 2024. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting you will present to the Court. Unless otherwise ordered by the Court, if you do not timely provide a notice of intention to appear in conformance with these requirements you may be barred from presenting any views at the Final Approval Hearing.

GETTING MORE INFORMATION

21. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by visiting the Settlement Website, www.cubstcpasettlement.com, along with copies of the public pleadings, all settlement related filings, any petitions for payment of attorneys' fees, expenses, and incentive awards. You will also find instructions for selecting preferred payment methods, updating your address, or opting out or objecting to the settlement. For additional information, you may also contact Class Counsel at 866.726.1092 or CubsTCPA@Keoghlaw.com.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, THE CUBS, OR THE CUBS' COUNSEL ABOUT THE SETTLEMENT.

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EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT	<p>If you ask to be excluded from the class, you will not receive a payment. This is the only option that allows you to pursue your own claims for the conduct at issue. The deadline for excluding yourself from the class is <u>May 14, 2024</u> and you must follow the instructions below.</p>
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2. What does it mean if I received an email or mailing about this settlement?

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WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am a part of the settlement class?

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THE LAWYERS REPRESENTING YOU

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7. How will Class Counsel be paid?

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[Class Counsel’s fee petition, along with all settlement related filings, will be posted on the settlement website by March 22, 2024.](#)

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

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9. How much will my payment be?

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10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be a Settlement Class Member and will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, the Cubs or other Released Parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders and rulings will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release the Cubs and all other Released Parties from any and all of the Released Claims, as defined in the Settlement Agreement.

In summary, the Plaintiff and all Settlement Class Members, other than those who submit timely and proper Out-Out Requests, and their heirs, executors, personal representatives, administrators, agents, attorneys, predecessors, successors, and assigns, will release the Cubs and "MLB Entities," which shall mean MLB Advanced Media, L.P., the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs and Professional Development League Clubs ("Clubs"), Major League Baseball Properties, Inc., The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities, from all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and/or causes of action relating to the text messages sent to them.

If you have any questions about the Release or what it means, you may contact Class Counsel at 866.726.1092 or CubsTCPA@Keoghlaw.com. Or, you may talk to your own lawyer at your own expense.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

You may select how you will receive payment and update your address by visiting www.cubstcpasettlement.com. Otherwise, if you received notice in the mail, a paper check will

be mailed to you at the same address, and if you received notice via e-mail, an electronic payment will be made using that e-mail address.

WHEN WILL I RECEIVE MY PAYMENT?

12. When will I receive a settlement payment?

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EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep the right to sue, or continue to sue the Cubs or a Released Party, as defined in the Settlement Agreement, then you must take steps to exclude yourself from or “opt out” of the Settlement.

Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Settlement Administrator at no later than May 14, 2024. Exclusion requests must: (i) be signed by the person in the Settlement Class who is requesting exclusion, or by their attorney or agent; (ii) include the name and address of the person in the Settlement Class requesting exclusion; and (iii) include a statement or words to the effect of the following: “I request to be excluded from the settlement in the Lateano v. Chicago Cubs action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement.”

No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than May 14, 2024, and sent to the settlement administrator at .

14. If I do not exclude myself, can I sue the Cubs for the text messages later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) the Cubs or any Released Parties for the claims that this Settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you exclude yourself, you will not be able to receive a payment from the Settlement Fund and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class and do-not request exclusion, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views.

To object, the Settlement Class Member must make the objection in writing, sign, or have their attorney or agent sign, the objection, and both file it with the Court and mail it to the attorneys in the action as set forth below by May 14, 2024.

An objection must contain the following information: (i) class member ID, full name, current address, current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position.

To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than May 14, 2024.

For Plaintiff:

Keith J. Keogh, Esq.
Keogh Law, Ltd.
55 Monroe St., Ste. 3390
Chicago, IL 60603

For Defendant:

Alan E. Littmann
Goldman Ismail Tomaselli Brennan &
Baum, LLP
200 South Wacker Drive, 22nd Floor
Chicago, IL 60606

Any Settlement Class Member who fails to comply with the provisions set forth above shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Settlement, and by all proceedings, orders, and judgments in the litigation.

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17. What is the difference between objecting and excluding yourself?

Excluding yourself means that you do not want to be a Settlement Class Member and participate in the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at ~~_____~~:11:00 a.m. on ~~_____~~, June 17, 2024, in Courtroom ~~_____~~, 1725, at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, which may be conducted by remote or electronic means. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

19. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class Members. But, you are welcome to come, or have your own lawyer appear, at your own expense.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. You cannot speak at the hearing if you exclude yourself from the settlement.

In order to speak at the hearing regarding an objection, you must file with the Court, and serve on all counsel a notice of intention to appear by ~~_____~~, May 14, 2024. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting you will present to the Court. Unless otherwise ordered by the Court, if you do not timely provide a notice of intention to appear in conformance with these requirements you may be barred from presenting any views at the Final Approval Hearing.

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GETTING MORE INFORMATION

21. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by visiting the Settlement Website,

www.cubstepasettlement.comwww.cubstcpasettlement.com, along with copies of the public pleadings, all settlement related filings, any petitions for payment of attorneys' fees, expenses, and incentive awards. You will also find instructions for selecting preferred payment methods, updating your address, or opting out or objecting to the settlement. For additional information, you may also contact Class Counsel at 866.726.1092 or CubsTCPA@Keoghlaw.comCubsTCPA@Keoghlaw.com.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, THE CUBS, OR THE CUBS' COUNSEL ABOUT THE SETTLEMENT.