

# Law Office of Lainey Feingold

DISABILITY RIGHTS LEGAL ADVOCACY

## First Addendum to MLB Settlement Agreement

The settlement pasted here extends the Agreement between Major League Baseball and the American Council of the Blind and its Massachusetts and California affiliates. This is the first agreement of its kind to address the accessibility of applications for mobile devices. MLB has agreed to use the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA as its standard for mobile applications, and has recently released AtBat™ for the iPhone and iPad with enhanced accessibility.

- [Read the press release announcing the expansion of MLB's Accessibility Initiative](#)
- [Read the initial MLB web accessibility settlement agreement](#)

## FIRST ADDENDUM TO SETTLEMENT AGREEMENT

(Effective: February 1, 2012)

American Council of the Blind ("ACB"), California Council of the Blind ("CCB"), and Bay State Council of the Blind ("BSCB") (collectively, the "Claimants"), and MLB Advanced Media, L.P. ("MLBAM"), are parties to a Settlement Agreement and a related Confidential Addendum to the Settlement Agreement with the Effective Date of December 31, 2009 (together referred to as the "Full Agreement" or "Agreement"). The Agreement will expire on December 31, 2011. In order to address new technologies and to allow MLBAM to continue its efforts to enhance accessibility of its web content and mobile applications with the cooperation of Claimants, the parties hereby agree to amend the Settlement Agreement as set forth herein. This Addendum is executed simultaneously with the First Amendment and Extension to the Original Confidential Addendum and together are referred to herein as the Full Addendum.

### 1.

All capitalized terms referenced in this Addendum that are not defined herein shall be defined as set forth in the Full Agreement.

### 2.

In the event of any inconsistency between the Full Agreement and this Addendum, this Addendum's provisions shall control. All provisions of the Full Agreement not specifically amended herein shall remain in full force effect through the Term of this Addendum and shall apply to this Addendum, unless specifically set forth herein.

### 3. Amended Provisions.

The following sections of the Settlement Agreement are hereby amended:

**3.1. Duration of the Agreement.**

Section 2 of the Settlement Agreement (Duration of Agreement) is changed to read as follows: The terms of the Settlement Agreement, except as otherwise specified in the First Addendum to Settlement Agreement, shall remain in effect for three (3) years from the Effective Date of the Settlement Agreement.

**3.2. Captions, Transcripts and Audio Description.**

Section 3.6 of the Settlement Agreement (Captions, Transcripts and Audio Description) is changed to read as follows: MLBAM will use Reasonable Efforts to explore and test solutions to satisfy WCAG 2.0 Success Criteria under guideline 1.2 that relate to captions, transcripts or audio description of audio or video content posted on www.mlb.com or Club Sites. During the meetings provided for in Section 6 of the Full Agreement, MLB will update Claimants on those tests and potential solutions, and how those potential solutions satisfy both WCAG 2.0 Success Criteria under guideline 1.2 and MLBAM's obligations under the 21st Century Communications and Video Accessibility Act. This Agreement does not require MLBAM to satisfy WCAG 2.0 Success Criteria under guideline 1.2 that relate to captions, transcripts or audio description of audio or video content posted on www.mlb.com or Club Sites.

**3.3. Mutually Agreed On Consultant.**

Section 7.1 of the Settlement Agreement (Mutually Agreed On Consultant) is amended to add the following language to the end of the Section: The parties agree that the Carroll Center for the Blind in Newton, Massachusetts ("The Carroll Center") is an additional mutually agreed upon consultant(s) within the meaning of Section 7.1.

**3.4. Additional Community Outreach.**

Section 10 of the Settlement Agreement (Additional Community Outreach) is amended as follows: the phrase "the first quarter of 2010" is changed to "the first quarter of 2012."

**3.5. Publicity.**

Section 9 of the Settlement Agreement (Publicity Regarding This Agreement and Its Terms) is amended to add the following sentence to the end of that Section: The Parties agree that promptly following the execution of this Addendum they shall issue the joint press release as shown in Exhibit A.

**4. Expired Provisions.**

**4.1.**

Section 7.3 (Automated Compliance Tool) shall expire as of December 31, 2011.

**5. Provisions New to this Addendum.**

**5.1. Effective Date.**

The Effective Date of this Addendum is February 1, 2012.

**5.2. Duration of this Addendum.**

The terms of this Addendum shall remain in effect until December 31, 2012.

**5.3. MLB Applications for Mobile Devices.**

**5.3.1.** As used in this Addendum the term MLB Applications for Mobile Devices, or Application, refers to the MLB.com At Bat mobile application, which provides, among other things, a game tracker, news, and standings.

**5.3.2.** No later than April 4, 2012 (opening day of the 2012 baseball season), MLBAM will use Reasonable Efforts to ensure that all content on all MLB Applications for Mobile Devices shall satisfy Level A and AA Success Criteria set forth in WCAG 2.0. The Parties recognize that some WCAG 2.0 Level A and AA Success Criteria address features or design elements that may not be used on MLB Applications for Mobile Devices and in such circumstances compliance with those Success Criteria is not required. The Parties also

recognize that the accessibility of features used on MLB Applications for Mobile Devices are dependent on the operating systems of third parties, over which MLBAM has no control. This Agreement does not require MLBAM to satisfy WCAG 2.0 Success Criteria under guideline 1.2 that relates to captions, transcripts or audio description of audio or video content posted on MLB Applications for Mobile Devices.

**5.3.3.** MLBAM will use Reasonable Efforts to make each release of an MLB Application for Mobile Devices available to the Claimants for testing purposes at least 7 days prior to each public release. Claimants will provide feedback on the Applications within two days of the date on which the Application(s) are provided for testing. MLBAM shall consider in good faith all feedback provided by Claimants. Two days after Claimants provide their feedback to MLBAM, the Parties shall meet over the telephone regarding the accessibility and usability of the content, features and functions of the Applications. If the Parties do not reach agreement on these issues and cannot mutually agree upon the accessibility of the content, features and functions of the Applications, this issue shall be submitted to the Dispute Resolution Process set forth in Section 8 of the Settlement Agreement.

## 6.

All Parties and Claimants' Counsel shall sign three (3) copies of this document and each such copy shall be considered an original. This document may be executed in counterparts and facsimile signatures shall be accepted as original.

### SO AGREED:

#### PARTIES:

- **MLB Advanced Media**  
By: Michael Mellis, Esq.  
SVP, General Counsel
- **AMERICAN COUNCIL OF THE BLIND**  
By: Melanie Brunson, Executive Director
- **BAY STATE COUNCIL OF THE BLIND**  
By: Bob Hachey, President
- **CALIFORNIA COUNCIL OF THE BLIND**  
By: Donna Pomerantz, President

#### APPROVED AS TO FORM:

- By: Michael Mellis, Esq.  
SVP, General Counsel
- **GOLDSTEIN, DEMCHAK, BALLER, BORGAN & DARDARIAN**  
By: Linda M. Dardarian, Esq.
- **LAW OFFICE OF LAINEY FEINGOLD**  
By: Lainey Feingold, Esq.

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