

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Agreement”) is entered into between Plaintiff District of Columbia (the “District”) and Defendants Pro-Football LLC D/B/A Washington Commanders (the “Team”), Daniel Snyder, the National Football League, and Roger Goodell (collectively, the “Defendants”). The District and Defendants (collectively, the “Parties” and each a “Party”) agree to the entry of this Agreement to fully and finally resolve the matter described herein in its entirety.

I. THE PARTIES

1. The District, a municipal corporation, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General is expressly authorized to enforce the District’s consumer protection laws, including the Consumer Protection Procedures Act (CPPA). *See* D.C. Code § 28-3909.

2. Defendant Pro-Football LLC is the corporate entity that owns the Washington Commanders. Pro-Football LLC is incorporated in Maryland and has a principal place of business located at 21300 Coach Gibbs Drive, Ashburn, VA 20147. The Team is one of 32 separately owned and independently operated professional football teams that make up the National Football League.

3. Daniel Snyder is an individual who was the majority owner of the Washington Commanders from 1999 until July 2023.

4. Defendant the National Football League (“NFL” or the “League”) is an unincorporated trade association headquartered in New York, New York, that consists of 32 separately owned and independently operated professional football teams.

5. Defendant Roger Goodell is the Commissioner of the National Football League.

II. RECITALS

6. On November 10, 2022, the District filed its Complaint in *District of Columbia v. Pro-Football Inc., et al.*, No. 2022-CAB-005171 (the “Action”), in the Superior Court for the District of Columbia.

7. The District’s Complaint alleges that Defendants violated the CPPA, D.C. Code §§ 28-3901, *et seq.*, by making misleading statements and failing to disclose information related to an outside-counsel investigation initiated by the Team and overseen by the NFL into allegations of a hostile work environment at the Team, including allegations of sexual harassment against Snyder and others. The District’s Complaint further alleges that Defendants the Team and former Team owner Daniel Snyder violated CPPA, D.C. Code §§ 28-3901, *et seq.*, by misleading the public as to their knowledge of, and Snyder’s participation in creating, the alleged hostile work environment at the Team.

8. Defendants deny all of these allegations in the Complaint and deny that they violated any law or engaged in any unfair or deceptive practices. Nothing contained in this Agreement is or may be construed to be an admission by Defendants of any violation of law or regulation, any other matter of fact or law, or any liability or wrongdoing.

9. In 2023 after commencement of this Action, Snyder sold the Team to its current owners, who still have majority ownership of the Team.

11. The Parties wish to resolve this dispute amicably, without the time, cost, and inconvenience of litigation and so have entered into this Agreement to fully resolve this matter.

12. In entering into this Agreement, the Parties are neither extinguishing any rights otherwise available to consumers, nor creating any right not otherwise available under the laws of the District of Columbia.

III. PROSPECTIVE RELIEF

13. Nothing contained herein shall be construed as relieving Defendants of the obligation to comply with all applicable District of Columbia laws, including but not limited to the CPPA.

14. Under current ownership, the Team has consistently maintained a human resources (“HR”) department, anti-harassment policy, and an investigation protocol for complaints of misconduct. For the next three (3) years, the Team agrees to maintain an HR department, anti-harassment policy, and investigation protocol. For the avoidance of doubt, without limitation to paragraph 13 above, Defendants shall have no additional obligations following the execution of this Agreement.

IV. MONETARY RELIEF

16. Within fifteen (15) business days after the later of (a) the Effective Date of this Agreement and (b) receipt of payment instructions from the District, the Team shall pay the District a total of One Million Dollars (\$1,000,000) to resolve the District’s claims in this matter (the “Payment”). The District may use any portion of the funds that it receives for any lawful purposes, including, but not limited to, restitution, attorneys’ fees, and other costs of investigation and litigation; placement of this Payment in the District’s restitution fund or litigation support fund, or for other uses permitted by District law, at the sole discretion of the Attorney General for the District of Columbia. Defendants agree to cooperate with the District in obtaining any modification to the language of this Agreement necessary to facilitate the administration of the District’s Payment under this paragraph.

17. Payment shall be by wire transfer or Automated Clearinghouse (ACH) transfer consistent with instructions to be provided by the District.

18. Upon request of the District, the Team agrees to provide the District with its taxpayer identification numbers for purposes of mandatory reporting requirements to the IRS.

V. DISMISSAL OF ACTION

19. Upon the signing of this Agreement, the Parties shall enter into a stipulation of dismissal of the Action with prejudice as to all claims against Defendants. The stipulation shall be filed with the court in the Action no later than three (3) business days after the District's receipt of the Payment required by this Agreement. Each Party will bear its own fees and costs in connection with the filing of the dismissal. For the avoidance of doubt, such stipulation shall be a legal stipulation to effectuate dismissal of the Action, without description of the allegations in the Complaint, the subject matter of the Action, or any reference to the substance or terms of this Agreement.

VI. RELEASES

20. To resolve this case without further litigation, the Parties agree to settle all aspects of this matter. The Parties agree to this Agreement without adjudication of any outstanding questions of law or fact, remedies, or attorneys' fees, and as a full and final settlement of all proceedings, claims, demands, charges, and causes of action that the District brought or could have brought arising from the facts alleged in the Complaint filed in Case No. 2022-CAB-005171.

21. Upon complete satisfaction of the full Payment amount, the District shall release Defendants and each of their related or affiliated entities, member clubs, and each of their respective insurers, reinsurers, fiduciaries, predecessors, successors, and assigns, current and former direct and indirect parents, affiliates, subsidiaries, and other related business entities thereto, and each of their present and former officers, directors, owners, consultants, advisors, agents, shareholders, and employees, from any and all controversies, claims, demands, promises, actions, suits, grievances, proceedings, complaints, charges, liabilities, damages, debts, obligations, losses, causes of action, and suits of all kinds and descriptions, legal and equitable, and associated relief that the District brought or could have brought arising from the facts alleged in the Complaint filed in Case No. 2022-CAB-005171, whether based on statute, common law, regulation, ordinance, or otherwise of any

jurisdiction within the United States arising out of the Action. All individuals and entities released pursuant to this provision shall be entitled to assert the rights of a releasee hereunder.

22. Upon filing of the stipulation of dismissal of the Action, Defendants shall release the District from all claims that they raised, or could have raised, in this matter, except to enforce this Agreement. Each Party shall bear its own fees and expenses in connection with this Action and in relation to the preparation, negotiation, and execution of this Agreement.

23. Notwithstanding the foregoing, the District does not release Defendants from: (i) any liability to the District or any of its agencies for any conduct unrelated to the subject matter of the claims alleged in the Action; and (ii) any claims to enforce the terms and conditions of this Agreement.

VII. ADDITIONAL TERMS

24. *Disclosure of Settlement Agreement.* In the event the District receives any request or demand for disclosure of this Agreement or any of its terms, the District shall make best efforts to provide Defendants notice of the request in writing prior to the disclosure. To the extent this Agreement becomes readily available to the public, the District's notice obligation under this provision shall terminate.

25. The Parties agree that any documents and communications produced to the District in connection with any prior subpoenas by the District related to this Action shall be destroyed consistent with the District's standard data retention policy.

26. This Agreement represents the full and complete terms of the Parties' settlement agreement.

27. This Agreement may be executed in counterparts, and a .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature. Copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

28. The Effective Date of this Agreement shall be the last date it is signed and executed by any Party to the Agreement.

29. This Agreement will not be admissible in any proceeding, except one to enforce the terms of this Agreement or one in which one of the Parties elects to use this Agreement as a defense to any claim.

30. This Agreement shall be construed in accordance with, and all disputes hereunder shall be controlled by, the laws of the District of Columbia without regard to its choice of law rules.

31. This is the entire agreement between the District and Defendants and takes the place of any prior agreement, representation, or promise. This Agreement shall not be altered, amended, or modified by oral representation. The Parties may amend this Agreement in writing by agreement at any time.

32. If any clause, provision, or section of this Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Agreement. The Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein. Moreover, this Agreement shall not be construed against any Party as the author or drafter of the Agreement.

33. All notices that are required to be given under this Agreement shall be in writing and shall be sent to the attention of the persons listed below, or to such other addresses or persons as each Party may designate by notice given in accordance with this section. Any such notice may be delivered by hand, by overnight courier, or by first class pre-paid letter, and shall be deemed to have been received: (i) by hand delivery, at the time of delivery; (ii) by overnight courier, on the succeeding business day; and (iii) by first class mail, two business days after the date of mailing. As a courtesy, when practicable, the Parties shall send a copy of any notice by email.

For the District:

Alicia M. Lendon
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and

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For Defendant Pro-Football LLC:

Chief Legal Officer
21300 Coach Gibbs Drive
Ashburn, VA 20147
With a copy to:
legaldepartment@commanders.com (which copy shall not constitute notice)

With a copy to:
Judson O. Littleton
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Attorney for Pro-Football LLC

For Defendant Daniel Snyder:

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For Defendants National Football League and Roger Goodell:

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Attorney for National Football League and Roger Goodell

and

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FOR PLAINTIFF DISTRICT OF COLUMBIA

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Deputy Attorney General
Public Advocacy Division



By: ALICIA M. LENDON
Chief, Civil Rights and Elder Justice Section
Public Advocacy Division

February 18, 2026

Date

FOR DEFENDANT PRO-FOOTBALL LLC:

Judson O. Littleton

Judson O. Littleton (Feb 17, 2026 14:39:07 EST)

By: JUDSON LITTLETON
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Attorney for Pro-Football LLC

Feb 17, 2026

Date

FOR DEFENDANT DANIEL SNYDER:

Judson O. Littleton

Judson O. Littleton (Feb 17, 2026 14:39:07 EST)

By: JUDSON LITTLETON
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Attorney for Daniel Snyder

Feb 17, 2026

Date

**FOR DEFENDANTS THE NATIONAL FOOTBALL LEAGUE
AND ROGER GOODELL:**

Karin Portlock

Karin Portlock (Feb 17, 2026 17:08:21 EST)

By: KARIN PORTLOCK
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Attorney for the National Football League and Roger Goodell

Feb 17, 2026

Date