

OBJIO LEGAL · MEDICAL LAW

SPECIALIZED LEGAL REPORT



2026

WORLD BASEBALL CLASSIC Legal Closing Report

30 pages · 5 cases · deep analysis · Insurance · ABS · Interference · Geopolitics

CHAMPION 2026

VE VENEZUELA

Venezuela 3, USA 2 · loanDepot Park, Miami

20

TEAMS

3.5B+

USD ECONOMIC IMPACT

5

LEGAL CASES ANALYZED

8+

PLAYERS DENIED BY NFP

74

DAYS MADURO CAPTURE
-> FINAL

March 5-17, 2026 · loanDepot Park, Miami · MVP: Maikel García (Venezuela) · Attendance: 36190

Executive Summary

OBJIO LEGAL · MEDICAL LAW

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WBC 2026 · March 5-17, 2026



LEGAL IMPACT INDEX BY CASE



The **2026 World Baseball Classic** produced the most controversial tournament in the history of international baseball: **Venezuela** claimed its first international title since 1945, defeating the United States 3-2 in dramatic nine innings, just 74 days after American forces captured Venezuelan president Nicolás Maduro in Caracas. The final game, played on American soil at loanDepot Park in Miami, was simultaneously a sporting achievement and a declaration of national sovereignty. Simultaneously, five top-tier legal scenarios — the NFP/Aon insurance crisis that denied coverage to eight Puerto Rican players, the ABS technology gap that cost the Dominican Republic its semifinal elimination, the interference of three MLB teams with Venezuela's manager hours before the final, the geopolitical complications involving Cuba, Venezuela, and Taiwan, and the active criminal case of Wander Franco — collectively redefine the contractual and regulatory foundations of global baseball, revealing structural gaps that must be addressed before WBC 2029.

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INTERACTIVE REPORT

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ES VERSION

objiolegal.com/blog/dominican-baseball-contractual-map

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WBC structural context · Normative framework

THE WBC TRIPARTITE STRUCTURE

The World Baseball Classic operates under a tripartite agreement between three entities of asymmetric power: **Major League Baseball (MLB)**, which supplies the players and establishes the base rules; the **MLB Players Association (MLBPA)**, which represents player interests and co-owns the tournament; and the **participating national federations**, which organize the teams but lack any voice in the tournament's corporate governance. This asymmetry is the root of all legal conflicts analyzed in this report.

KEY CONTRACTUAL FRAMEWORK

The **Collective Bargaining Agreement (CBA) 2022-2026**, specifically its Article 18, is the master document governing MLB player participation in the WBC. Under the CBA, MLB clubs *must* permit their players to participate ("shall permit"), subject to the existence of adequate insurance coverage. This subordination to insurance converts NFP/Aon into an involuntary arbiter of national rosters, a power no regulatory provision deliberately granted it. New York law governs all WBCI contracts, as the corporation is incorporated in Delaware with operational headquarters in New York.

WHY THIS REPORT MATTERS

WBC 2026 will be remembered not only for Venezuela's historic victory, but for simultaneously exposing five systemic failures of international sports law: actuarial gatekeeping by insurers, a deliberate technology gap, institutional interference by MLB clubs, the tournament's inability to guarantee access for federation officials from sanctioned countries, and the contractual impunity of a player facing serious criminal charges. Each of these failures is correctable through specific contractual or regulatory reforms. This report identifies the necessary reforms.

BASEBALL AS A MIRROR OF INTERNATIONAL LAW

The WBC is unique among international sporting tournaments because its participants are simultaneously employees of private clubs (MLB), representatives of sovereign nations, and parties to contracts with a private corporation (WBCI). This triple condition creates an unprecedented jurisdictional tangle: when does the employment contract prevail over the national sports mandate? Can a private insurer dictate the roster of a national team? Do participating countries have access to the same dispute resolution forums as MLB clubs? The answers to these questions reveal the deepest tensions in contemporary sports law.

DISPUTE RESOLUTION & APPLICABLE LAW

The CAS (Court of Arbitration for Sport, Lausanne) is the presumed forum available for disputes between national federations and WBCI, although there is no public confirmation that Participation Agreements include an express CAS clause. For disputes between MLB players or clubs and WBCI, MLB arbitration under the CBA is the primary mechanism. Federal courts in the Southern District of New York have residual jurisdiction. The paradox: the 20 competing national federations have no direct access to any of these forums — only CBA parties (MLB clubs and players) do.

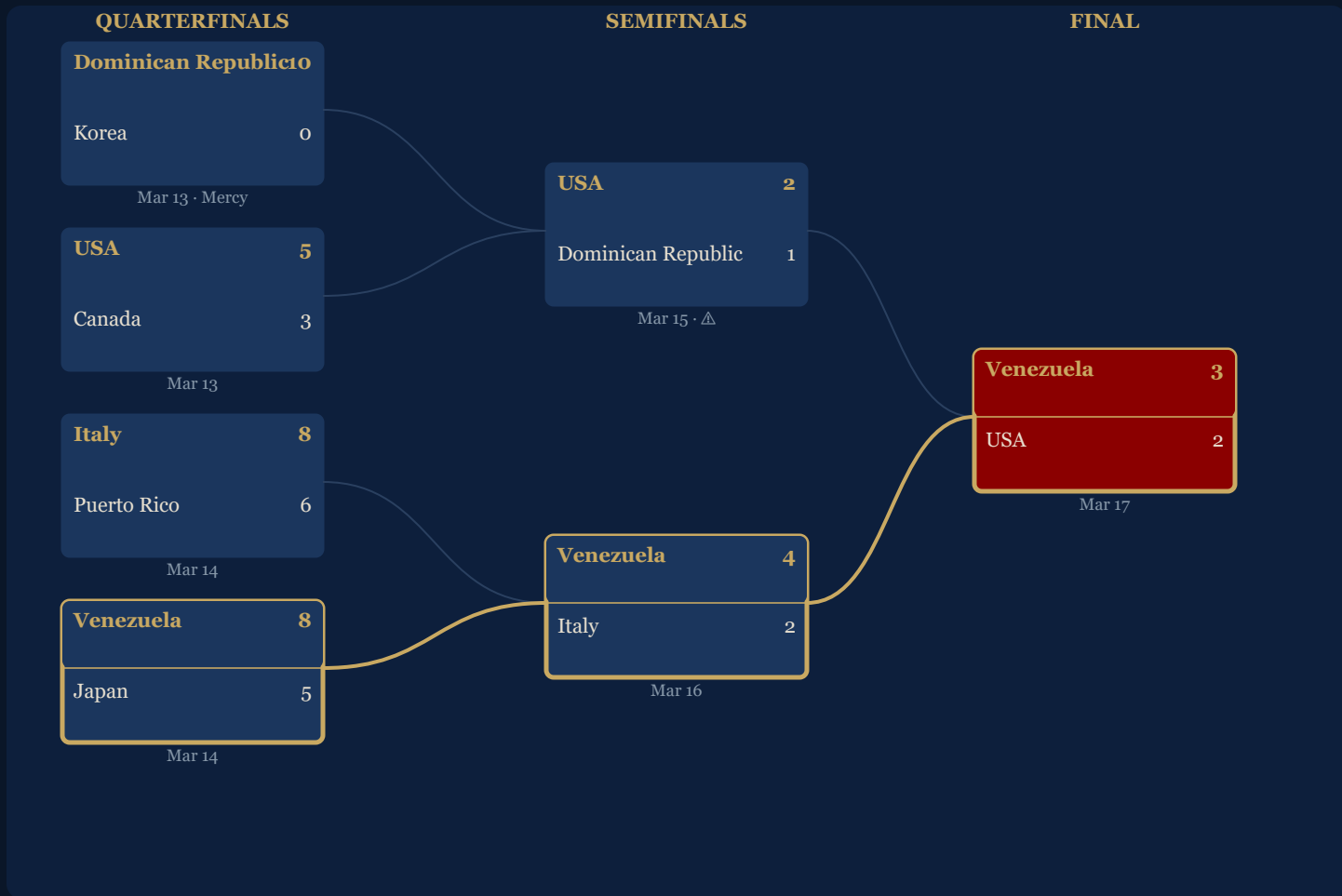
METHODOLOGICAL NOTE

This report cites the CBA 2022-2026, WBC 2026 Competition Rules, CAS jurisprudence, the WADA Code, the Immigration and Nationality Act (INA), ERISA, the Age Discrimination in Employment Act (ADEA), NY Insurance Law, and the Dominican Republic Penal Code and Law 136-03. Economic figures are estimates based on verified journalistic sources. WBCI contracts are not public; analysis is based on the CBA and confirmed secondary sources.

Tournament Bracket

QF · SF · Final · Venezuela path in gold

■ Venezuela path ■ Other matches ■ Final



GRAND FINAL · MAR 17, 2026

VE Venezuela 3, USA 2

loanDepot Park, Miami · Attendance: 36190

Key moment: Bryce Harper 432-ft tying HR in 8th, then Suárez walk-off double in 9th

MVP: Maikel García (Venezuela) · Eugenio Suárez RBI double in 9th

Group Stage

5-11 Mar 2026 · Pools A / B / C / D

A

San Juan
5-11 Mar

✓ **ADVANCED**
Canada (3-1)
Puerto Rico (3-1)

✗ **ELIMINATED**
 Cuba (2-2)
 Colombia (1-3)
 Panama (1-3)

2/5 advanced

Cuba vs Panama	3-1	Mar 6
Puerto Rico vs Colombia	5-0	Mar 6
Canada vs Colombia	8-2	Mar 7
Puerto Rico vs Panama	4-3	Mar 7
Cuba vs Colombia	7-4	Mar 8

+ 5 more games

B

Houston
5-11 Mar

✓ **ADVANCED**
Italy (4-0)
USA (3-1)

✗ **ELIMINATED**
 Mexico (2-2)
 Great Britain (1-3)
 Brazil (0-4)

2/5 advanced

Mexico vs Great Britain	8-2	Mar 6
USA vs Brazil	15-5	Mar 6
Italy vs Brazil	8-0	Mar 7
USA vs Great Britain	9-1	Mar 7
Italy vs Great Britain	7-4	Mar 8

+ 5 more games

C

Tokyo
5-11 Mar

✓ **ADVANCED**
Japan (4-0)
Korea (2-2)

✗ **ELIMINATED**
 Australia (2-2)
 Chinese Taipei (2-2)
 Czechia (0-4)

2/5 advanced

Japan vs Chinese Taipei	13-0	Mar 6
Australia vs Taiwan	3-0	Mar 6
Chinese Taipei vs Czechia	14-0	Mar 6
Korea vs Czechia	11-4	Mar 7
Japan vs Korea	8-6	Mar 7

+ 4 more games

D

Miami
5-11 Mar

✓ **ADVANCED**
Dominican Republic (4-0)
Venezuela (3-1)

✗ **ELIMINATED**
 Israel (2-2)
 Netherlands (1-3)
 Nicaragua (0-4)

2/5 advanced

Dominican Republic vs Nicaragua	12-3	Mar 6
Venezuela vs Netherlands	6-2	Mar 6
Venezuela vs Israel	11-3	Mar 7
Dominican Republic vs Netherlands	12-1	Mar 8
Israel vs Nicaragua	5-0	Mar 8

+ 4 more games

CASO 01 · VENEZUELA CHAMPION

Venezuela 3-2 USA: The First Title Since 1945

Day 74 post-Maduro capture · loanDepot Park, Miami · Mar 17, 2026

MARCH 17 CHRONOLOGY

- **INNING 1** García sacrifice fly scores the first Venezuelan run. 1-0 Venezuela.
- **INNING 2** Abreu solo home run to center field. 2-0 Venezuela.
- **INNING 8** Harper hits a 432-foot home run to tie the game. 2-2. The stadium erupts.
- **INNING 9** Suárez RBI double. 3-2 Venezuela. Palencia to the mound in the save — permitted by Cubs after López negotiation. Three perfect outs. Championship.
- **Aaron Judge** 0-4, 3 strikeouts. USA: 3 total hits. Judge, the favorite, irrelevant on the most important night.
- **THE PATH** Venezuela eliminated defending champion Japan (QF), then Italy (SF), then USA (Final). Three consecutive heavyweight eliminations.

WBC CONTRACTUAL FRAMEWORK

When Venezuela competed in WBC 2026, each player operated under three simultaneous contractual layers: their base MLB contract (UPC), the Player Participation Agreement (PPA) with WBCI, and the Club Participation Agreement between their MLB team and WBCI. The PPA temporarily transfers the player to the national federation, but the UPC does not extinguish — it remains active in "partial suspension". This overlapping of contracts is the source of all authority conflicts.

VE
Venezuela **3** — **2** **us USA**
CHAMPION

Aaron Judge: 0-4, 3K

9 inn · Mar 17 ·
loanDepot Park
Att: 36190

"30 million Venezuelans are on my back."

SALVADOR PÉREZ · VENEZUELA · WBC 2026 FINAL

Party	Contract	Obligation	Duration
Player→MLB Club	UPC	Exclusive services	Indefinite
Player→WBCI	PPA	Image + WBC rules	Tournament
MLB Club→WBCI	CPA	"Lends" player	Tournament
Federation→WBCI	Part. Agreement	Competes under rules	Tournament

IMPACT

Palencia —banned by Cubs— closed the championship in the 9th. Judge: 0-4, 3K. USA: 3 hits. Venezuela defeated the USA on American soil, Day 74 post-Maduro capture.



CASO 01 · LEGAL ANALYSIS

The Cubs-Palencia Case: Who Is in Charge at the WBC?

Three simultaneous employers · CBA Art. 18 · Tortious Interference (NY Law)

THREE SIMULTANEOUS EMPLOYERS

During the WBC, Daniel Palencia had three "employers" with authority over his performance: (1) the **Chicago Cubs**, under the indefinite UPC; (2) the **Venezuelan Baseball Federation**, under the PPA for the tournament's duration; and (3) **WBCI**, under the Competition Agreement. The contractual hierarchy is not explicitly resolved in the CBA 2022-2026 — it only states that clubs "shall permit" participation "subject to" insurance coverage.

THESIS A — CUBS HAD AUTHORITY

The UPC is the longest-duration contract and grants the club the right to "manage, direct and use" the player's services. Pitcher usage limits (back-to-back restrictions) can be implicitly incorporated into the Club Participation Agreement. Protecting a multi-million-dollar asset investment is a legitimate business interest. Precedent: MLB clubs have communicated restrictions to national managers in previous WBC editions without legal consequences.

THESIS B — CUBS EXCEEDED ITS AUTHORITY

During the WBC, the National Federation has management authority over the lineup. The direct messages to manager López on the morning of the final constitute informal interference with the participation contract. Labor law equivalent: the employer cannot issue operational instructions during a contractual leave. The FIFA "release clause" precedent (Art. 1 Annex 1 of the Transfer Regulations) is clearer: the club surrenders the player without strategic conditions.

TORTIOUS INTERFERENCE — NY ELEMENTS

Had Cubs said a definitive NO and Venezuela lost as a result, Venezuela could have claimed tortious interference with its WBC participation contract under New York law. The four required elements: (1) valid contract (Palencia-WBCI PPA); (2) defendant's knowledge of the contract (Cubs knew the PPA); (3) intentional inducement of breach; (4) causal damages (championship loss). López's successful negotiation converted the risk into practical precedent, without taking the case to any forum.

PROPOSED REFORM: NON-INTERFERENCE CLAUSE

The regulatory gap is clear: no explicit clause in the CBA addresses operational interference by MLB clubs with national team managers during the WBC. Proposal for the CBA 2027 (next negotiation): the club may restrict pitcher usage if and only if (1) the club physician certifies documented medical risk, (2) with at least 48 hours advance notice to WBCI, and (3) with formal WBCI approval. Informal interference via direct messages to the manager — as occurred on March 17, 2026 — would be expressly prohibited under penalty of a USD 500,000 fine.

LEGAL IMPACT

López won because he negotiated, not because he invoked legal rights. This reveals the gap: no explicit CBA clause addresses MLB club operational interference during the WBC. The López precedent is practical — not legal. Without reform, the next manager may not be as skilled a negotiator.

CASO 02 · ABS — BRECHA TECNOLÓGICA

USA 2-1 DR — The Strike That Eliminated the Dominican Republic

SF · Mar 15, 2026 · loanDepot Park · Perdomo's slider · Bases loaded · 3-2

us USA

2

—

1

do Rep. Dom.

Perdomo called out 3-2

SF · Mar 15 · Miami
ABS arrives in 10 days

"The technology to review that pitch existed. It arrived 10 days late."

WBC 2026 RULE GAP

THE PERDOMO INCIDENT

Semifinal. March 15, 2026. Dominican Republic vs. USA. Bases loaded, 3-2 count, tying run on third base. USA pitcher Félix Perdomo delivers a slider approximately 2 inches outside the strike zone. The home plate umpire calls strike — strikeout, third out, end of the inning. The visual play suggested ball four. With the Automated Ball-Strike (ABS) System, the pitch would have been automatically called ball: walk, run scores, DR 2-2. The Dominican Republic was eliminated 2-1 in the semifinals.

WHAT IS ABS

The Automated Ball-Strike System uses Hawk-Eye cameras (12 per park) to determine whether a pitch crosses the strike zone with a 1/6-inch margin. Approved by the MLB Competition Committee on September 23, 2025. MLB began the 2026 season with ABS on March 27 — exactly 10 days after the WBC ended. WBC 2026 ended March 17. The gap was 10 days.

WHY IT WASN'T IN THE WBC

The WBC's standard rule is to operate under the "prior year" MLB rules. For WBC 2026 (March tournament), that meant 2025 MLB rules — and ABS was approved in September 2025 but not implemented until 2026. The key legal question: is this rule contractual or governance policy? If policy, the WBCI Competition Committee — of which MLB and MLBPA are members — could have modified it unilaterally. If contractual, it required consent from all participating federations.

GAP TIMELINE

- **2019** Atlantic League tests ABS for the first time in American professional baseball.
- **2022** MLB adopts ABS in Triple-A leagues. Three seasons of minor league testing.
- **Sep 23, 2025** **MLB Competition Committee approves ABS for the 2026 MLB season.**
- **Mar 5, 2026** WBC 2026 begins. No ABS. Human umpires at all venues.
- **Mar 15, 2026** **Perdomo's slider. DR eliminated. No ABS.**
- **Mar 17, 2026** WBC Final. Venezuela champion. Tournament ends.
- **Mar 27, 2026** MLB opens 2026 season with ABS. 10 days after WBC.

IMPACT

MLB and MLBPA co-own WBCI and approved ABS in September 2025. They had direct knowledge of the gap and chose not to close it. A slider 2 inches outside the zone eliminated the Dominican Republic in the semifinals — 74 years of Dominican baseball history at the mercy of a governance decision no one debated.

CASO 02 · ANALYSIS

ABS — Liability, Law, and Reform

Negligent rule-making · Duty of care · CAS 2006/A/1067 · Reform for WBC 2029

CAN DR CLAIM?

Theory of claim by the Dominican Federation against WBCI before CAS: **Negligent rule-making** — the tournament organizer has a duty to adopt the best available and approved arbitration technology to reduce the risk of error in critical decisions. WBCI knew about ABS approval (Sep. 2025) and deliberately did not incorporate it into the WBC (Mar. 2026). Potential damages include prize money lost from SF elimination (~USD 1-2M estimated). The causation problem: proving that the specific pitch was an umpire error requires forensic technical analysis of the game's camera angles.

CAS PRECEDENT AND LIMITS

The Spanish Federation claimed before CAS regarding an officiating error in an international tournament — CAS rejected it, declaring that sports officials enjoy functional immunity in their in-game decisions (CAS 2006/A/1067). However, this case is different: the Dominican claim would not be against the individual umpire, but against the *tournament organizer* for failing to implement the technology that would have eliminated reliance on human judgment. The "duty of care" standard for international tournament organizers is higher than that of the individual official. This distinction is crucial and differentiates the case from existing CAS jurisprudence.

WHY IT LIKELY FAILS

WBCI has extremely broad discretion in its competition rules under the participation agreements. The "prior year" rule is an internal governance policy, not an external obligation. No CAS jurisprudence has condemned a tournament organizer for choosing not to implement available technology. The possibility of reform is far greater than judicial remedy — and more practical.

THE MLB-MLBPA PARADOX

MLB and MLBPA co-own WBCI. They are the same actors who approved ABS for their own league (Sep. 2025) and the same ones who manage the Competition Committee that decided not to adopt it in the WBC. Their silence is not ignorance — it is a governance decision. This creates a first-order institutional, if not legal, responsibility: the same entities that economically benefit from the WBC as an MLB talent showcase made the decision not to update the officiating technology for the tournament where that talent competes.

PROPOSED REFORM

Amendment to the WBC Competition Agreement: automatic adoption of the officiating technology MLB uses in its current-year regular season, not the prior year. If MLB opens the 2026 season with ABS on March 27, WBC 2026 (ending March 17) should operate with ABS from the start. The amendment must be signed 18 months before tournament start to allow installation and umpire training at all venues. Estimated ABS installation cost: USD 2-3M for all WBC venues. Negligible premium against the USD 30M prize pool.

IMPACT FOR DR

A slider 2 inches outside the zone — 74 years of Dominican baseball history at stake. The Dominican Federation has no effective claim mechanism against WBCI today. Without representation on the Competition Committee, without a CAS clause, without reform force. ABS reform for 2029 is the only real solution.

The Insurance Wall: NFP/Aon and Puerto Rico's Roster

8+ players denied · Bad Bunny rejected · Best-on-best without coverage?

HOW WBC INSURANCE WORKS

1. WBCI negotiates a group policy with NFP Corp. (subsidiary of Aon plc, acquired in 2023 for USD 7.3B).
2. NFP underwrites individual policies per player, analyzing injury history, age, and position.
3. If player is injured during WBC → MLB club files claim → NFP pays salary compensation.
4. Without insurance coverage → club can refuse to "lend" the player under CBA Art. 18 ("subject to" insurance).
5. New NFP 2026 rules: significantly more restrictive underwriting criteria than 2023.

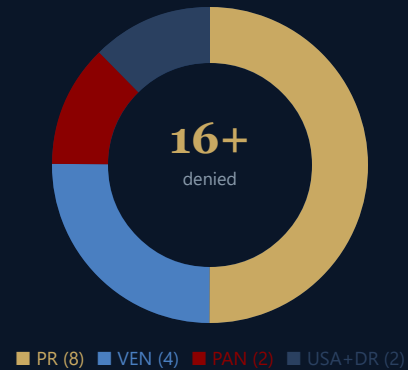
NEW NFP 2026 RULES

Automatic denial for: (1) age 37 or older at tournament start; (2) more than 60 days on IL the prior year; (3) off-season surgery (any recent year); (4) multiple surgeries in the last 3 years; (5) IL placement after August of the prior year. Coverage upon injury: 2 years of salary for position players, 4 years for pitchers. The drastic premium increase post-2023 (Edwin Díaz, USD 17.25M) explains the tightening of criteria.

DENIED PLAYERS 2026

Country	Denied Players
Puerto Rico	Francisco Lindor, Carlos Correa, José Berríos, Víctor Caratíni, Yacksel Ríos, Jovani Morán, Emilio Pagán, Alexis Díaz
Venezuela	José Altuve, Miguel Rojas (age 37), Martín Pérez, Omar Narváez
USA	Mike Trout
Dominican Republic	Elly De La Cruz (team preference)
Panama	J. Lawrence, I. Herrera

DENIED PLAYERS BY COUNTRY



PUERTO RICO: JANUARY-FEBRUARY CRISIS

With 8 key players denied, the Puerto Rico Baseball Federation and the Puerto Rico government seriously considered withdrawing from the tournament. Emergency meetings were held on January 31 and February 1, 2026. PR's possible withdrawal would have been the worst image crisis in WBC history — Puerto Rico is one of the tournament's most popular teams. The crisis solution came through informal channels: diplomatic pressure, direct negotiations with MLB clubs, and Bad Bunny's public offer.

BAD BUNNY — WHY MLB SAID NO

Benito Antonio Martínez Ocasio (Bad Bunny) publicly offered to pay insurance for Carlos Correa and Francisco Lindor. MLB and MLBPA rejected the offer for five reasons: (1) WBC insurance is between WBCI and NFP, with MLB clubs as beneficiaries — a parallel policy does not satisfy the Club Participation Agreement requirement; (2) MLB concerned about setting a precedent for third parties funding player participation; (3) MLBPA concerned about potential CBA violation if a third party pays for player services; (4) contractual structure that does not contemplate alternative policies; (5) NY insurance regulation compliance issues.

WAIVER OPTION — ARIZONA DIAMONDBACKS

The Arizona Diamondbacks used the waiver option available under the CBA for Carlos Santana (age 39, USD 2M salary) — the club formally "waived" its insurance claim, permitting participation without NFP coverage. This waiver option is not accessible for high-value contracts (Correa, Lindor: USD 100M+ contracts). Proof that the system has exit mechanisms for small contracts but leaves the highest-value players unprotected — exactly the opposite of what it should protect.

"Bad Bunny offered to pay Correa and Lindor's insurance. MLB said no."

NFP CRISIS · PUERTO RICO · WBC 2026

IMPACT

8+ PR players denied. Bad Bunny rejected by MLB. The tournament advertised as "best-on-best" systematically excluded some of baseball's best players by actuarial criteria. NFP/Aon — not the

NFP Insurance — Deep Legal Analysis

ERISA · ADEA · NY Insurance Law · MLBPA duty of fair representation · Reform: Collective Fund

DOES ERISA APPLY?

The Employee Retirement Income Security Act of 1974 (ERISA) regulates employee benefit plans in the US. For ERISA to apply, WBC insurance would need to qualify as an "employee benefit plan" under 29 U.S.C. § 1002(1). The problem: WBCI is not the players' employer — MLB clubs are. If WBC insurance is underwritten through WBCI as beneficiary of the clubs, ERISA might apply indirectly. Opinion: ERISA likely does NOT directly apply to the WBC context, but its non-discrimination principles are relevant by analogy.

AGE DISCRIMINATION? (ADEA)

The Age Discrimination in Employment Act (ADEA, 29 U.S.C. § 623) prohibits employment discrimination against persons 40 or older. The NFP "37+ automatic denial" rule excludes players aged 37, 38, 39 — precisely the group ADEA protects in the employment context. The potential legal chain: NFP denies coverage → MLB club denies player participation because "we have no insurance" → this equates to the employer (MLB club) denying an employment-related benefit due to age → possible ADEA violation by the MLB club, not NFP (insurers are not directly subject to ADEA in this context).

CBA GRIEVANCE: THE MOST VIABLE PATH

An affected player could file a grievance in the MLB arbitration system arguing that his club violated the CBA by denying WBC participation for insurance reasons. CBA Art. 18 says: clubs "shall permit" participation. Is lack of insurance a valid reason to refuse, or is "subject to insurance" a condition WBCI must satisfy, not the player? This is the central unresolved legal question. A labor arbitrator could determine that the CBA requires the club to actively participate in finding coverage alternatives before denying.

MLBPA AND ITS INSTITUTIONAL RESPONSIBILITY

MLBPA co-owns WBCI and approved the NFP/Aon system that disproportionately excludes Latin American players. Older players with injury histories — including some of Latin America's best players of their generations (Correa, Lindor, Altuve) — are systematically excluded. The MLBPA has a duty of fair representation to all its members. The exclusion pattern discriminates in practice by national origin and age, though not expressly by those categories. This constitutes an indirect discrimination argument that MLBPA should have considered before approving the system.

REFORM: WBC COLLECTIVE FUND

Proposal: MLB + MLBPA + participating national federations constitute a USD 50M Revolving Fund administered by WBCI. The fund covers all WBC players without actuarial exclusion criteria for age or injury history. Financing: MLB contributes 50%, MLBPA 30% (from Players Benefit Fund), participating federations 20% (proportional to roster size). In case of injury, the fund pays directly to the MLB club, eliminating NFP/Aon's intermediary role. Actuarial review every cycle (4 years) to adjust the fund level without changing eligibility criteria.

SYSTEMIC IMPACT

NFP/Aon collects the premium, excludes the best players, and Puerto Rico and Venezuela's players pay the cost. MLBPA, co-owner of WBCI, approved this system. The duty of fair representation demands that MLBPA actively promote Collective Fund reform before WBC 2029 or face potential grievances from its own affected members.

3 MLB Teams vs. Venezuela's Manager: Who Is in Charge?

Cubs · Tigers · Mariners · Morning of the Final · Mar 17, 2026 · loanDepot Park



THE MARCH 17 MESSAGES

Detroit Tigers → Manager Venezuela

"Do not use Enmanuel De Jesus" — prohibited from pitching on consecutive days (back-to-back). De Jesús had pitched in the SF against Italy.

Chicago Cubs → Manager Venezuela

"Daniel Palencia cannot pitch on consecutive days." Successful negotiation: López called Cubs. Agreement: Palencia may pitch exclusively in the 9th in a save situation. Palencia closed the championship.

Seattle Mariners → Manager Venezuela

"Yennier Bazardo: maximum 1 inning, no back-to-back." Restriction accepted without negotiation — Bazardo had not pitched in the SF.

WHAT IS BACK-TO-BACK

Pitching on consecutive days (back-to-back) carries a higher risk of arm injury, especially to elbow ligaments and the rotator cuff. MLB teams invest tens of millions in pitcher contracts and have a legitimate financial interest in protecting these assets. The Rays paid USD 35M for De Jesús in his 2024 extension. The Cubs have Palencia in their long-term bullpen. The concern is real — the question is whether the communication mechanism was legally appropriate.

THE UNIFORM PLAYER CONTRACT (UPC)

The UPC is the base contract between each player and his MLB club. It grants the club the right to "manage, direct and use" the player's baseball services. However, when the club signs the WBC Club Participation Agreement, it temporarily transfers operational management authority to the National Federation. This transfer does not extinguish the UPC — it partially suspends it. The question the CBA does not explicitly answer: which aspects of player management remain with the club during the WBC and which pass to the federation?

HEALTH RESTRICTIONS VS. STRATEGY

Established practice in previous WBCs distinguishes between: (A) **documented medical restrictions** (pre-agreed pitch limits, prohibition from pitching with known injury) — these are legitimate and the Club Participation Agreement contemplates them; and (B) **strategic usage decisions** (when to pitch, in what situations, in what innings) — these belong exclusively to the national federation's manager during the WBC. The Cubs and Tigers messages fell into a gray zone: back-to-back is a preventive health policy, but its application on the specific day of the final has direct strategic connotations.

"López negotiated with 3 MLB teams on the night of the final — and won. Palencia closed the championship."

SPORTS SOVEREIGNTY · VENEZUELA · WBC 2026

IMPACT

Three MLB teams attempted to dictate Venezuela's manager's strategy on the morning of the most important game. López negotiated and won. Palencia closed the 9th. This glorious outcome should not obscure the underlying legal gap: without CBA reform, the next final may be decided on a phone, not on the diamond.

National Sports Sovereignty vs. MLB Economic Power



THESIS A — CLUBS HAD AUTHORITY

The UPC is the longest-duration contract and implicitly incorporates pitcher arm care as an element of the employment relationship. Back-to-back limits can be part of the Club Participation Agreement or prior verbal agreements. It is legitimate to protect a USD 35M+ investment (De Jesús) or USD 10M+ (Palencia). MLB clubs have always communicated with national managers in WBC editions and this was never formally objected.

THESIS B — CLUBS EXCEEDED THEIR AUTHORITY

During the WBC, the national federation has management authority over the lineup and pitcher usage. The most precise labor law analogy: the employer cannot give operational instructions to the worker during a contractual leave (maternity leave, sports leave). Direct communication to the manager about lineup decisions — not through WBCI, not with medical certification — is an informal interference not contemplated by the CBA. Had Venezuela lost due to being unable to use Palencia, a tortious interference claim under New York law would have had solid grounds.

COMPARATIVE LAW: FIFA RELEASE CLAUSE

FIFA has a much clearer "release" clause in the Regulations on the Status and Transfer of Players (Annex 1, Art. 1): clubs *must* release players for FIFA international windows without strategic conditions. The club can only retain the player if they are injured and the club physician certifies the risk. Club interference with the national team during the release period is expressly prohibited. The WBC lacks an equivalent provision — and that absence is the origin of the March 17 problem.

THE LÓPEZ PRECEDENT

Manager Omar López won the negotiation with Cubs and Venezuela won the championship. But this outcome creates no binding legal precedent: it was an informal negotiated solution, not an arbitral or judicial decision. The next Venezuelan — or Dominican, or Puerto Rican — manager cannot invoke the "López precedent" in any legal forum. The only real protection is an express clause in the next CBA.

CBA 2027 PROPOSAL: WBC RELEASE CLAUSE

1. The club may restrict WBC pitcher usage *only* if the club physician certifies specific and documented medical risk.
2. Notification to WBCI at least 48 hours before the affected game.
3. Formal WBCI approval before the restriction is binding on the national manager.
4. Express prohibition of direct communication between MLB clubs and national team managers regarding strategic decisions (lineup, usage, innings).
5. Clause violation: USD 500,000 fine for the infringing club. Repeated violation: suspension from next WBC.

LEGAL IMPACT

Palencia, banned by Cubs, closed the 9th and became champion. Sports sovereignty won the game — not the contract. Without CBA 2027 reform, MLB clubs' power over national managers on the morning of the final will remain a phone call without protocol, not a legal rule.

Venezuela vs. USA: Baseball, Geopolitics, and Day 74

Operation Absolute Resolve · Maduro Capture Jan 3 · Day 74 = WBC Final · Taiwan-Japan



OPERATION ABSOLUTE RESOLVE

"Baseball is not just a sport. It is foreign policy."

WBC 2026 · GEOPOLITICS

On January 3, 2026, combined DEA forces and Colombian military personnel executed Operation Absolute Resolve in Caracas, Venezuela. Nicolás Maduro Moros was captured and transferred to US custody. A provisional government was installed under international community supervision. Venezuela entered an unprecedented period of political transition in its modern history. The Venezuelan Amateur Baseball Federation (Fevebeis) had formally registered its WBC 2026 participation weeks earlier — under the Maduro government.

VENEZUELAN PARTICIPATION: UNDER WHICH REGIME?

The sports continuity principle establishes that a national federation's participation in an international tournament is not invalidated by a government change in their country. Sports federations are private or semi-private entities, independent of the sitting government. WBC 2026 ended March 17 — Day 74 post-capture. Venezuela's participation had been registered, players had their visas and contracts, and Fevebeis operated with institutional continuity under the supervision of international sports institutions.

COULD USA OBJECT TO VEN'S PARTICIPATION?

No. Participation belongs to the Federation, a private/sports entity, not the Venezuelan government. OFAC (Office of Foreign Assets Control) sanctions apply to the Venezuelan government and designated entities, but not to Fevebeis or Venezuelan players individually. The WBC's political neutrality principle (analogous to the IOC Olympic principle) prohibits excluding federations for political reasons. Precedent: Russia competed in certain tournaments post-2022 under a neutral flag — expulsion requires a formal process, not a unilateral diplomatic objection.

TAIWAN — JAPAN: FIRST VISIT SINCE 1972

Taiwanese Premier Cho Chia-chen visited Tokyo during WBC 2026 to attend Taiwan's game against Japan. It was the first official visit by a Taiwanese premier to Japan since the 1972 diplomatic rupture. China formally protested, calling the visit "evil designs" against the One China policy. The sports legal framework: Taiwan competes in the WBC as "Chinese Taipei" since 1981, under the IOC's Nagoya Resolution, using the CTOC (Chinese Taipei Olympic Committee) flag and an alternative anthem — not the Republic of China flag or anthem.

BASEBALL AS AN EXERCISE OF SOVEREIGNTY

Salvador Pérez, Venezuela's captain, upon receiving the trophy: *"30 million people are on my back."* Venezuela's provisional government declared a national holiday on March 18, 2026. Venezuela defeated the country that captured their president 74 days before, on that country's soil, before more than 30,000 spectators in Miami. The symbolic weight of baseball as an instrument of sovereignty and national resilience has rarely been so explicit in the history of international sport.

IMPACT

Venezuela vs. USA on American soil, Day 74 post-Maduro capture. Taiwan-Japan: first diplomatic visit since 1972. Baseball is foreign policy — and WBC 2026 proved it more clearly than any other tournament in sports history.

Cuba, Denied Visas, and Consular Law

FCB officials without visa · INA § 212 · OFAC SDN · Johan Rojas doping · Profar doping

CUBA IN WBC 2026

The Cuban Baseball Federation (FCB) participated in WBC 2026, but 8 key institutional officials — including the FCB president and secretary general — did not obtain US visas. Cuban players (most of whom already play for Latin American teams or have individual visas for other reasons) were able to compete. But Cuba competed without its full institutional supervision, without its governing body, and without the officials who normally manage logistical, medical, and strategic aspects during a tournament of this magnitude.

LEGAL BASIS FOR DENIAL

Visas were denied under two possible grounds: (1) INA § 212(a)(3)(C) — inadmissibility for foreign policy and national security reasons; (2) inclusion of officials on OFAC's SDN (Specially Designated Nationals) list, pursuant to executive sanctions against Cuban government officials. The FCB is technically a Cuban state entity, which facilitates applying sanctions to its senior officials. Individual players, having no direct governmental affiliation, were able to obtain visas without the same obstacle.

DOES THIS VIOLATE ANY TREATY?

The UN-US Headquarters Agreement (1947) obliges the US to permit entry of representatives for UN-related activities. The WBC is not a UN activity — the Agreement does not apply. The Vienna Convention on Consular Relations (1963) protects accredited diplomats — FCB officials are not diplomats. Cuba could formally protest in the UN General Assembly, but such a protest is politically symbolic and non-binding.

WHAT CAN WBCI DO

WBCI has three practical options: (1) Diplomatic pressure — use the political influence of MLB and MLBPA in Washington to obtain work visa commitments for accredited sports officials; (2) Neutrality clause — require in host country contracts that the host guarantees visas or alternative access for all federation officials officially accredited by WBCI; (3) Decentralization — distribute WBC venues among countries with fewer visa restrictions (Japan, Mexico, Netherlands) to reduce dependence on the US visa system.

DOPING: ROJAS AND PROFAR

Johan Rojas (Dominican Republic) was replaced before the tournament for testing positive for an undisclosed substance. Junior Lake substituted him in the final roster. Jurickson Profar (Netherlands) was also replaced for a pre-tournament positive — at that time Profar had no active MLB affiliation (free agent). The gap: the WBC Competition Rules do not clearly specify which anti-doping program applies to players outside MLB's 40-man roster. MLB's Joint Drug Agreement (JDA) applies to 40-man roster players — for the rest, does the WADA Code apply directly?

IMPACT

Cuba competed without its leadership. Venezuela defeated the USA on American soil. Baseball is foreign policy in its most crystallized form. WBC 2029 needs political neutrality clauses and guaranteed access for sports officials to be a truly international tournament.

WBC Legal Framework

The Tripartite Agreement · WBCI · MLB · MLBPA

WORLD BASEBALL CLASSIC, INC. (WBCI)

WBCI is a Delaware corporation with operational headquarters in New York. It was founded approximately in 2004 in preparation for the first WBC 2006. It is jointly owned by the MLB Commissioner's office and MLBPA. The Executive Committee includes representatives of MLB and MLBPA. WBCI has three primary powers: organizing the quadrennial tournament, negotiating TV rights and sponsorships globally, and distributing revenues among the parties.

THE 3 PARTIES OF THE AGREEMENT

Party	Role	Main Obligation
MLB	Co-owner, regulator	Provides players, sets base rules, funds insurance
MLBPA	Co-owner, player representative	Approves PPA, receives revenue share for players, co-decides rules
Federations	Competitors (no governance)	Organize team, sign Participation Agreement, compete under WBCI rules

CONTRACTUAL HIERARCHY

The UPC is the master contract of longest duration, but the Club Participation Agreement incorporates WBC restrictions and creates a partial suspension of the UPC during the tournament. Applicable law for all WBCI contracts is New York law. Disputes: NYC private arbitration first; CAS as option if the agreement expressly permits it (not publicly confirmed).

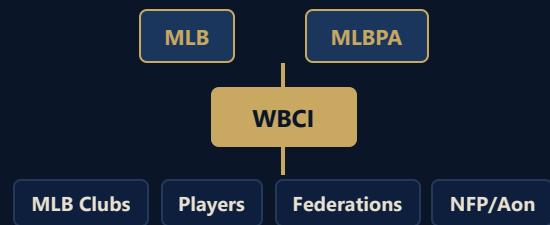
5 CONTRACTS THAT ACTIVATE

- 1. Club Participation Agreement** (MLB Club ↔ WBCI): club "lends" player for tournament duration.
- 2. Player Participation Agreement** (Player ↔ WBCI): player authorizes image use, accepts WBC rules.
- 3. Federation Participation Agreement** (Federation ↔ WBCI): nation competes under WBCI rules.
- 4. Insurance Policy** (WBCI ↔ NFP/Aon): injury insurance for players.
- 5. Uniform Player Contract** (Player ↔ MLB Club): base contract, in "partial suspension" during WBC.

THE DEMOCRATIC DEFICIT

The 20 national federations that compete in the WBC have no representation on WBCI's Executive Committee or Competition Committee. MLB and MLBPA — two private US entities — unilaterally decide the rules of a tournament affecting 20 nations and their national sports industries. Contrast: FIFA has over 180 members voting in the FIFA Congress. ICC (cricket) and World Rugby have representation from all national federations in their governance committees. The WBC is the only major international tournament without representation from participating nations.

WBCI STRUCTURE



THE POWER ASYMMETRY

MLB and MLBPA co-own the tournament they ask 20 nations to take seriously. No governance representation, no access to dispute forums, no voice in the competition rules that directly affect them. This power asymmetry is the WBC's deepest structural problem.

Governance, Revenue, and Reform

OBJIO LEGAL · MEDICAL LAW

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WBCI · Revenue distribution · Transparency deficit

WBCI DECISION-MAKING

WBCI's Competition Committee decides the rules of the game, technology adoption, and format changes. The Executive Committee decides sponsor contracts and TV rights. Neither committee includes representatives from participating national federations. Decision-making power over rules affecting 20 nations is concentrated in two private US entities that are also the tournament's owners — a first-order structural conflict of interest.

COMPARISON WITH OTHER TOURNAMENTS

Tournament	Governance	Law	Forum
FIFA World Cup	180+ nations vote	Swiss	CAS
Cricket WC (ICC)	Feds represented	English	ICC Panel
Rugby WC (World Rugby)	Feds represented	English	CAS ad-hoc
Olimpiadas (IOC)	IOC + NOC members	Swiss	CAS ad-hoc
WBC (WBCI)	MLB + MLBPA only	NY	NYC arb?

REVENUE AND DISTRIBUTION (ESTIMATED)

TV rights (Fox Sports, ESPN): USD 40-50M. International rights (Televisa, GTV Taiwan, etc.): USD 20-30M. Streaming rights (Netflix select games): USD 10-15M. Capital One (title sponsor): USD 25-30M. Mastercard, New Era, Marucci, others: USD 30-40M. TOTAL estimated per tournament: USD 140-190M. Distribution: WBCI retains estimated 60-70%; balance to federations (prize money), players (MLBPA Benefit Fund), and operational costs. Total prize pool 2026: ~USD 30M. Champion: estimated USD 500K per player. WBCI does not publish financial statements — total absence of transparency.

GOVERNANCE REFORM

1. Include representatives of the 8-10 most active federations in WBCI's Competition Committee.
2. Annual independent WBCI audit with publication of revenue distribution by country.
3. 10% of TV rights distributed equally to all participating federations, additional to prize money.
4. 5% of total revenues for amateur baseball fund in countries with less than 5% of players in MLB.

TRANSPARENCY DEFICIT

WBCI generates USD 140-190M per tournament but does not publish financial statements. The 20 participating federations do not know exactly how much the tournament generates with their players or how those revenues are distributed. Financial transparency reform is a prerequisite for any effective governance reform.

Sponsorships and Commercial Rights

OBJIO LEGAL · MEDICAL LAW

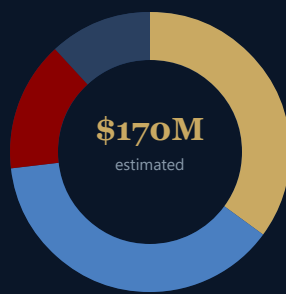
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WBC 2026 revenue structure · Image rights · Conflicts

WBC 2026 REVENUE STRUCTURE

Source	USD (est.)
Capital One (title sponsor)	25–30M
Mastercard	10–15M
New Era (caps)	5–8M
Marucci (bats)	3–5M
Other sponsors	10–15M
Fox Sports + Fox Deportes	40–50M
ESPN / ESPN Deportes	15–20M
Netflix (select games)	10–15M
International rights	20–30M
TOTAL	140–190M

ESTIMATED REVENUE BREAKDOWN



■ TV US 35% ■ Sponsors 38% ■ Intl TV 15% ■ Stream 12%

PLAYER DISTRIBUTION

MLB players receive no WBC salary additional to their MLB salary during the tournament. Special compensation (for high-profile players) is negotiated case by case in the PPA. The MLBPA Players Benefit Fund receives a percentage of WBC revenues — the exact amount is not public. Players from the champion and finalist teams receive a share of the prize money pool (~USD 500K per champion player estimated). Players outside the 40-man roster (Profar case, independent players) negotiate directly with the national federation.

IMAGE RIGHTS IN THE WBC

The Player Participation Agreement (PPA) includes a transfer of the player's image rights to WBCI for the tournament's duration. The WBC can use the player's name, image, and likeness in advertising, trading cards, video games, and merchandise during the tournament. The potential conflict: if a player has an exclusive endorsement contract with a brand competing with a WBC sponsor (e.g., player with Visa vs. WBC with Mastercard), the PPA includes a "tournament scope" exception — WBCI's use of the player in the tournament context does not violate the player's external endorsement contract.

2026 SPONSORSHIP CONFLICTS

New Era is a WBC sponsor, but several players have personal contracts with other cap brands (Nike, Adidas). Contractual solution: during games, all players wear New Era (mandatory under tournament rules) — off the field, free choice. MLB Social Media Policy: players are subject to MLB's social media policy during the WBC. In WBC 2023, incidents occurred with players live streaming during games. In 2026, the policy was reinforced. Broadcast rights and regional exclusivity create problems when national federations have their own media agreements in their home countries.

COMMERCIAL PARADOX

WBCI generates USD 140–190M per tournament. Players receive no WBC salary. National federations receive prize money but no TV or sponsorship revenue sharing. The Dominican player with a USD 20M contract plays for free so WBCI can sell his image rights while NFP/Aon simultaneously excludes his PR roster teammate for being "too old".

Dominican Republic and the Dominican Player Paradox

OBJIO LEGAL · MEDICAL
LAW
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11% MLB players · No voice in WBCI · ABS · NFP · Proposed reform

DR IN WBC 2026: RESULTS

- **Pool D** Miami, 3-1. Advanced as 2nd in group.
- **QF** DR 10-0 South Korea (mercy rule, 7 innings). Sánchez: 5IP, 8K, 0 runs.
- **SF** **DR 1-2 USA. Perdomo's slider. No ABS. Eliminated.**

Key players who *did* play: Juan Soto, Julio Rodríguez, Adley Rutschman, Wander Henderson, Yohandy Morales, Félix Caminero, Eury Pérez. DR reached the SF with top-level talent — lost due to a rule gap, not lack of quality.

DOMINICAN BASEBALL AS INDUSTRY

Approximately 350-400 Dominican players are in the MLB system at any given time. Between 90-100 are active in MLB in any season. They contribute an estimated USD 1B+ in annual contracts to the MLB system. There are 25+ active MLB academies in DR with accumulated investment of USD 500M+. Baseball is the Dominican Republic's largest export of sports talent and one of the main drivers of economic mobility for Dominican working-class families.

THE DOMINICAN PARADOX

The Dominican Republic produces 11% of active MLB players. These players generate billions in value for MLB through gate receipts, TV ratings, and merchandise contracts. MLB co-owns WBCI and co-decides WBC rules. The Dominican Baseball Federation has no representation in WBCI. DR receives prize money (estimated USD 2-3M for reaching the SF) but has no voice in the rules affecting its players — the "prior year" rule that cost them the 2026 SF, the NFP system that denied Dominican players like Elly De La Cruz in the underwriting process, or the anti-doping protocol that replaced Johan Rojas.

WHAT DR NEEDS LEGALLY

1. Representation on WBCI Competition Committee — voice in the rules affecting its players.
2. NFP system reform: Dominican players over 37 are also affected.
3. Mandatory ABS for WBC 2029 — do not repeat the 2026 SF.
4. Amateur baseball development fund: % of WBC revenues for Caribbean academies.
5. Clear anti-doping protocol: Johan Rojas as pilot case to define rules for players outside the 40-man.
6. CAS access: if DR suffers harm from a WBCI decision, it must have an accessible claims forum.

IMPACT FOR DR

The Perdomo case is the perfect symbol: DR went further than most, played better baseball, and was eliminated due to a rule gap WBCI could have closed. The largest source of MLB talent, with no decision-making power over the tournament rules that expose that talent to the world.

Wander Franco: Baseball's Most Complex Legal Case

OBJIO LEGAL · MEDICAL LAW

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USD 182M frozen · RD Law 136-03 · MLB DV Policy · Contractual limbo

COMPLETE TIMELINE

CASE TIMELINE

- **Aug 2023** Investigation opened, career halted
- **Jan 2024** Arrested in DR
- **Jul 2024** Placed on restricted list (no pay)
- **Nov 2024** Arrested on gun charge (separate case)
- **Jun 2025** Found guilty of sexual abuse of minor, 2-year suspended sentence
- **Dec 2025** Appeals court ordered new trial — 'many flaws, many omissions'
- **Feb 2026** New trial start date set for Feb 20, then postponed
- **Mar 2026** Rescheduled to March 30-31, April 1

THE USD 182M CONTRACT

Franco signed with the Tampa Bay Rays in November 2021: USD 182M / 11 years — one of the largest contracts signed by such a young player in MLB history (signed at age 20). In 2026, Franco is in year 5 of his contract. Since July 2024, he has been on the Restricted List — no salary, no service time accumulation. The Rays have "saved" an estimated USD 50M+ in unpaid salary since July 2024. The USD 182M contract is **guaranteed** — extinguishing it without effective imprisonment requires a final confirmed conviction plus invocation of the MLB Domestic Violence Policy by the Commissioner.

THE RESTRICTED LIST IN THE CBA

A player on the Restricted List: (1) receives no MLB salary; (2) accumulates no MLB service time; (3) cannot play or practice with the club; (4) remains under the club's reserve — cannot be signed by another club. The Rays cannot easily transfer Franco's contract: it is a long-term guaranteed contract, unattractive to any club under current circumstances. Can the Rays sue Franco for breach of contract? If definitively convicted in DR with effective imprisonment, and MLB invokes the DV Policy with indefinite suspension, the Rays could attempt contract termination for impossibility of performance.

IMPACT

USD 182M frozen. 2 years without playing. A Dominican judicial system, an MLB policy, two legal cultures in conflict. Franco is simultaneously symbol and victim of the jurisdictional complexity between Dominican law and US contractual-sports law.

Franco — Legal Analysis: DV Policy, DR Law, Jurisdiction

MLB DV Policy 2015 · Law 136-03 · Scenarios · Force Majeure

MLB DOMESTIC VIOLENCE POLICY (2015)

The MLB Domestic Violence Policy, adopted in 2015, grants the Commissioner power to impose suspension on a player without requiring criminal conviction. The standard of proof is "credible evidence" — far lower than the reasonable doubt of criminal law. The Commissioner has been deliberately cautious with Franco: he has awaited the outcome of the Dominican process before acting. Probable reasons: (1) avoiding a due process challenge in labor arbitration; (2) respect for Dominican judicial sovereignty; (3) silence avoids the direct question of whether MLB is protecting the player for his economic value to the Rays.

DOMINICAN LAW: PENAL CODE + LAW 136-03

Law 136-03 (Code for the Protection System and Fundamental Rights of Dominican Children and Adolescents) classifies crimes against minors with penalties of 3 to 20 years imprisonment in their most serious form. The first verdict imposed 2 years with suspended sentence. The Court of Appeals ordered a new trial citing "many failures, many omissions" in the proceedings — which may mean either prosecutorial procedural failure or inadequacy of the imposed sentence. The new trial (Mar 30-31, Apr 1) may result in: acquittal, conviction with the same sentence, or conviction with a higher sentence (including effective imprisonment).

SCENARIOS AND CONSEQUENCES

Scenario	MLB Action	Rays Consequence
Acquittal	Independent DV Policy sanction possible	Reincorporate or negotiate exit
Conviction no prison	1-2 year suspension likely	Career may continue post-suspension
Conviction with prison	Indefinite suspension	Seek contract termination
New trial (indefinite)	Status quo — no action	Contractual limbo continues

FORCE MAJEURE IN THE UPC

If Franco were imprisoned with effective imprisonment, the Rays could invoke the doctrine of impossibility of performance or frustration of purpose to attempt to terminate the guaranteed contract. However: the original sentence was suspended (no effective imprisonment). A guaranteed contract of USD 182M is extremely difficult to void without a definitive conviction with effective imprisonment confirmed by a higher court. The MLB precedent: no guaranteed contract has been successfully terminated for criminal reasons that did not result in effective imprisonment.

IMPACT ON DOMINICAN BASEBALL

Franco was the symbol of the new generation of Dominican baseball — the most promising shortstop of his era, signed at 20 with the largest contract in history for a Dominican prospect. His case damages the Dominican Republic's image as a talent "factory" and exposes the vulnerabilities of the MLB academy system in DR: supervision of minors in academies, the absence of institutional protection for young prospects, and the speed with which the industry elevates teenagers to environments without appropriate controls.

LEGAL IMPACT

Two legal systems, one story: Dominican criminal law and the MLB CBA-DV Policy coexist without a coordination protocol. The most valuable Dominican player of his generation is in contractual limbo because neither system has a mechanism to resolve the intersection with the other.

Insurance in International Baseball: NFP, Aon, and the Market

OBJIO LEGAL · MEDICAL
LAW
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Complete mechanism · Numbers · The actuarial problem

THE SPORTS RISK INSURANCE MARKET

NFP Corp. (National Financial Partners) was acquired by Aon plc in 2023 for USD 7.3B. Aon plc (NYSE: AON) is the world's second largest risk management firm, with annual revenues of USD 13B+. NFP specializes in high-profile sports risk insurance: player contracts, tournaments, TV rights (weather cancellation insurance), and special events. The WBC contract is one of the most visible in its sports portfolio, though not its highest-value one. Similar sports clients: Super Bowl venue cancellation insurance, World Series insurance, and top-tier NBA player contract policies.

HOW WBC INSURANCE IS UNDERWRITTEN — STEP BY STEP

1. WBCI requests a global quotation for all players on the 40-man rosters of all participating MLB teams.
2. NFP/Aon analyzes each player's medical injury history, age, position, and contract value.
3. A group policy is issued with individual riders for each player — exclusions are communicated to the corresponding MLB club.
4. The premium is paid by WBCI (possibly partially recouped from federation participation fees).
5. If player is injured during the WBC → MLB club files the claim with medical documentation → NFP/Aon evaluates and pays the agreed salary compensation.

WBC INSURANCE MECHANISM



THE NUMBERS

Event	Amount paid (est.)
Edwin Díaz (PR, WBC 2023)	USD 17.25M
José Altuve (VEN, WBC 2023)	USD 8–10M (est.)
Total WBC 2023 claims	USD 25–30M (est.)
WBC 2026 premium (est.)	Significantly higher

The drastic increase in 2023 claims directly explains the tightening of underwriting criteria for 2026. NFP/Aon responded to actuarial risk in the most technically rational way for a private insurer — but with devastating consequences for national team rosters.

THE ACTUARIAL PROBLEM

NFP has historical injury data for WBC vs. spring training vs. regular season. The data shows that older players with injury histories have a higher probability of filing claims during the WBC — a maximum-intensity tournament with players not in regular-season rhythm. From a pure actuarial perspective, the exclusions have solid statistical basis. From a sports and legal perspective: they systematically exclude some of the best Latin American veterans, precisely the players who would give the most competitive value to their national teams.

THE INVOLUNTARY GATEKEEPER

NFP/Aon was never designed as an arbiter of WBC national rosters. Its role should be to compensate financial risk, not determine sports eligibility. The current system inverts this role: the insurer decides who can play for Venezuela or Puerto Rico. This inversion of functions is the most critical design flaw in the WBC system.

WBC Insurance — Legal Sustainability and Alternative Models

OBJIO LEGAL · MEDICAL
LAW
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ERISA · NY Insurance Law · CBA · 4 alternative models

IS THE SYSTEM LEGALLY SUSTAINABLE?

Test 1 — ADEA: Only applies if WBC insurance is treated as an employment benefit under an employer. Likely NOT in current context — but the chain of indirect discrimination (club denies participation due to player's age → actuarial insured) is a viable indirect discrimination argument before the EEOC.

Test 2 — NY Insurance Law: NY Insurance Law regulates underwriting practices in commercial policies. Actuarially justified exclusions are permitted. Difficult to directly challenge NFP's actuarial methodology before NYDFS (Department of Financial Services), though possible if there is evidence of systematic discrimination by national origin.

Test 3 — CBA Grievance: The CBA guarantees the right to participate in the WBC. If insurance exclusion practically prevents participation, the player could file a grievance alleging the club violated the CBA by denying participation without actively seeking coverage alternatives. This is the most viable path for an individual affected player.

4 ALTERNATIVE INSURANCE MODELS

1

WBC Self-Insurance Fund (RECOMMENDED)

MLB + MLBPA + federations constitute USD 50M fund administered by WBCI. No actuarial exclusion criteria. Fund review every cycle. Eliminates NFP/Aon as gatekeeper.

2

Sovereign Insurance + Government Backstop

Each national government insures its players. Puerto Rico, Venezuela, DR fund national policies. Heterogeneity and inequality between rich and poor countries is the main problem.

3

MLB as First Loss

MLB directly guarantees contracts if player is injured in WBC, regardless of insurance. Eliminates NFP as gatekeeper. MLB assumes direct risk — unlikely to accept voluntarily.

4

"Bad Bunny Rule": Certified Third-Party Policies

Amendment to the CPA recognizing third-party policies certified by WBCI as equivalent to the NFP policy. Allows third-party financiers (governments, sponsors, private individuals) to cover the gap. Complex precedent but legally viable.

FINAL RECOMMENDATION

NFP/Aon collects the premium, excludes the best, and Puerto Rico and Venezuela's players pay the cost. The Collective Fund (Model 1) with expanded WBCI governance is the most effective, fair, and legally sound reform. It must be implemented before WBC 2029.

Jurisdiction and Applicable Law

Jurisdiction map · The WBC creates the most complex tangle in international sports

WHICH FORUM APPLIES?

Type of dispute		
CBA / Contract → MLB Grievance Arbitration (NYC)	Eligibility / Doping → CAS (Lausanne)	Visas / Geopolitics → Federal Court DC / Diplomatic

The WBC creates an unprecedented jurisdictional tangle in modern sport: players are employees of private clubs (MLB), representatives of sovereign states, and parties to contracts with a private corporation (WBCI), all simultaneously. Applicable law and dispute resolution forum vary depending on the contractual relationship and the parties involved.

Case	Parties	Likely Forum	Applicable Law	Basis
Case 01 — MLB Interference	Venezuela/WBCI vs Cubs/Tigers/Mariners	NYC Arbitration o CAS	NY law	WBCI Participation Agreement · Tortious interference
Case 02 — ABS	DR Federation vs WBCI	CAS Lausanne	NY law + CAS Rules	Tournament organizer duty of care
Case 03 — NFP Insurance	Player vs MLB/MLBPA/WBCI	MLB Grievance Arbitration	NY law + ERISA?	CBA Art. 18 + NFP policy
Case 04 — MLB Teams	Venezuela vs Cubs/Tigers/Mariners	NYC Arbitration	NY law	Tortious interference with PPA
Case 05 — Cuba Visas	Cuba Federation vs US Gov	Federal Court DC	US immigration law	INA § 212 + OFAC
Case 05 — Taiwan	Not justiciable in courts	Diplomatic	International law	IOC Nagoya Resolution 1981
Franco — Criminal Case	Franco vs MLB/Rays	MLB Grievance + DR Court	NY law + DR criminal	CBA + DV Policy + Ley 136-03
NFP — PR Federation	PR Fed vs WBCI/MLBPA	MLB Grievance or NY Court	NY Insurance Law	NFP policy terms

CRITICAL JURISDICTIONAL GAP

The WBC decides the fate of 20 nations under New York law. No participating nation has direct access to dispute resolution forums (MLB Grievance only for CBA players and clubs; CAS not confirmed for WBCI; private NYC arbitration). The paradox: the victims of WBCI decisions have no claim mechanism against WBCI.

CAS, Arbitration, and Comparative Law

OBJIO LEGAL · MEDICAL LAW

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Court of Arbitration for Sport · MLB Grievance · FIFA vs WBC · Jurisdictional reform

CAS — COURT OF ARBITRATION FOR SPORT

Based in Lausanne, Switzerland (Palais de Beaulieu), the CAS resolves international sports disputes when parties agree to its jurisdiction or the sport governing body requires it in its statutes. CAS has resolved cases involving doping, eligibility, transfers, and contractual disputes. For CAS to have jurisdiction in WBC cases: it needs an express clause in the WBCI participation agreements. There is no public confirmation this clause is included. Direct precedent: CAS 2014 rejected a claim by a WBC-injured player due to lack of jurisdiction — proof that CAS recognizes the WBC jurisdictional gap.

MLB GRIEVANCE ARBITRATION

The CBA grievance mechanism is most relevant for disputes between players/clubs and WBCI on CBA-related matters. Panels of 3 arbitrators include an MLB representative, an MLBPA representative, and a neutral arbitrator. Only available to CBA parties: MLB clubs and 40-man roster players. National federations are not CBA parties — they have no direct access. An affected player can file a grievance against his MLB club (which denied his WBC participation). The club can then involve WBCI. The chain is indirect and slow.

COMPARATIVE LAW — OTHER TOURNAMENTS

Tournament	Law seat	Dispute forum	Participating nations
FIFA World Cup	Swiss	CAS (confirmed)	Governance vote
Cricket WC	English	ICC Panel	ICC vote
Rugby WC	English	CAS ad-hoc	World Rugby vote
Olimpiadas	Swiss	CAS ad-hoc	IOC vote
WBC	NY	Unconfirmed	No vote

JURISDICTIONAL REFORM PROPOSAL

1. WBCI includes an express CAS clause in all participation agreements (federations, players, clubs) for WBC 2029.
2. Create an ad-hoc Dispute Resolution Panel during the tournament (like the IOC), based in the tournament host city.
3. Include at least 2 national federation representatives on the Competition Committee.
4. Publish redacted versions of all participation agreements — transparency as a condition of tournament legitimacy.
5. Define unified anti-doping protocol: WADA Code for ALL participants, inside and outside the 40-man roster.

THE CAS AD-HOC PANEL

The IOC uses CAS ad-hoc panels during the Olympic Games: CAS arbitrators present at the venue, available to resolve disputes within 24 hours during competition. This model is directly adaptable to the WBC. A panel of 3 CAS arbitrators resident in Miami (or the tournament venue) during the WBC's 2-3 weeks could resolve in real time disputes over eligibility, doping, team interference, and officiating technology. Resolution speed is critical in such a short tournament.

THE BIGGEST GAP

The WBC is the only major international tournament without a confirmed CAS clause and without participating nation representation in governance. FIFA, ICC, World Rugby, IOC — all have representation mechanisms and accessible resolution forums for nations. The WBC, with 20 nations, is 20 years behind this standard.

Doping, Minor Controversies, and the WBC Legal Ecosystem

OBJIO LEGAL · MEDICAL
LAW
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Johan Rojas · Profar · Umpires · Mercy Rule · Pitch count rules

WBC 2026 DOPING: ROJAS AND PROFAR

Johan Rojas (Dominican Republic) was replaced before the tournament began after testing positive in a pre-tournament anti-doping test. The substance was not publicly disclosed. Junior Lake substituted him in the final roster. Rojas was one of DR's best defensive outfielders — his absence was a blow to the team. Jurickson Profar (Netherlands) also tested positive in pre-tournament tests and was replaced by Jakey Josepha. At the time of the positive, Profar was a free agent without active MLB affiliation — which raises the central legal question of doping in WBC 2026.

THE ANTI-DOPING GAP

MLB's Joint Drug Agreement (JDA) applies to all players on MLB clubs' active 40-man rosters. For Jurickson Profar — a free agent at the time of WBC 2026 — which anti-doping program applied? The answer should be in the WBC Competition Rules, but these do not clearly specify the program for players outside the 40-man. The gap: if the WADA Code applies directly to all participants (regardless of MLB affiliation), the WBC needs an express declaration of WADA adherence. If only the JDA applies, players without active MLB affiliation are in a regulatory void. The Profar case exposes this inconsistency and urges its resolution before WBC 2029.

UMPIRES AND THE WUA UNION

The World Umpires Association (WUA) is MLB's umpires' union. Are WBC umpires covered by the WUA? Do they have a special contract with WBCI? Strike zone consistency was questioned at several WBC 2026 venues (notably Pool C in Taiwan). The proposal: internationally certified umpire academy for the WBC, with unified training and qualification criteria independent of the WUA but compatible with MLB standards.

THE MERCY RULE: APPROPRIATE FOR THE WBC?

The Dominican Republic defeated South Korea 10-0 in the quarterfinals under the mercy rule (10-run lead after 7 innings, game over). This rule is standard in amateur and development baseball leagues. Its application in the WBC — the highest-level international baseball tournament — generates debate: argument against: it degrades competition and limits the fan experience (Korea never had the regulation 9 innings); argument for: it protects pitchers on both teams and reduces injury exposure when the outcome is already decided. The rule falls within WBCI's discretionary authority in its competition rules.

PITCH COUNT RULES

The WBC has strict pitch count limits that MLB clubs negotiated to protect the arms of their investments. These limits sometimes force managers to remove dominant pitchers in critical situations — sacrificing the best competitive baseball for asset protection. The conflict is inherent: MLB clubs have a legitimate interest in their pitchers' health, but the restriction turns the WBC into a tournament with rules the regular season fan doesn't recognize. Proposed reform: pitch count limits jointly agreed by WBCI and national team managers, with documented medical flexibility.

WBC LEGAL ECOSYSTEM — SUMMARY

WBC 2026 simultaneously exposed: anti-doping gap (Rojas, Profar), technology gap (ABS), contractual interference (Cubs/Tigers/Mariners), insurance crisis (NFP), and geopolitics (Cuba, Venezuela, Taiwan). Five systemic failures in one tournament — all correctable with specific reforms before 2029.

Implications for DR and the Caribbean

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The Dominican paradox · Caribbean baseball as industry · Necessary reform

THE DOMINICAN PARADOX — COMPLETE ANALYSIS

The Dominican Republic produces 11% of active MLB players — more than any other nation outside the US. These players generate incalculable value for MLB: attendance, television, merchandise, video games, trading cards. MLB co-owns WBCI and co-decides WBC rules. The Dominican Baseball Federation has no representation on any WBCI committee. The Federation receives prize money when its team advances — estimated USD 2-3M for reaching the SF in 2026. But it has no voice in the "prior year" rule that cost the SF, in the NFP system that excludes its veterans, or in the anti-doping protocol that replaced Johan Rojas. Dominican players' revenues indirectly finance the tournament over which DR has no control whatsoever.

THE CARIBBEAN AS A BASEBALL POWERHOUSE

Combining DR (11%), Venezuela (~5%), Cuba (~3%), Puerto Rico (~3%), and Panama (~1%), the Hispanic Caribbean produces approximately 23% of active MLB players. These nations have an immense collective interest in WBC rules — they are the ones who suffer most from NFP exclusions, who most depend on baseball as an economic industry, and who have the least power in WBCI governance. A formal Caribbean coalition — with DR, Venezuela, PR, Cuba, Panama and others — would be the most effective negotiating force to reform WBCI before 2029.

WHAT THE CARIBBEAN NEEDS FROM WBC 2029

1. Formal representation on the WBCI Competition Committee for at least DR, Venezuela, PR, and Cuba.
2. WBC Collective Insurance Fund: eliminate NFP/Aon as gatekeeper of Caribbean rosters.
3. Mandatory ABS for WBC 2029: not allow another SF like 2026 due to an avoidable rule gap.
4. CAS clause in all participation agreements: access to resolution forum for affected federations.
5. 10% of TV rights distributed equally among the 20 participating federations.
6. Amateur baseball development fund (5% WBCI revenues) for academies in countries with less than 5% of MLB players.

THE PERDOMO SYMBOL

Perdomo's slider that eliminated DR is the perfect symbol of WBC 2026 from the Caribbean perspective: the Dominican Republic reached the semifinal with one of its best teams in tournament history, defeated South Korea 10-0, and was eliminated in the SF by a single play — a pitch that, with the ABS system that debuted 10 days later in MLB, would have been automatically called ball four. It was not lack of talent. It was not lack of preparation. It was a gap in the rules that WBCI could have closed and chose not to close. This is the most powerful argument for WBC reform before 2029.

IMPACT FOR DR

DR produces 11% of MLB players. WBCI generates USD 150M+. DR receives prize money but has no voice in the rules. The Perdomo case is the perfect symbol: DR went further than most, played better baseball, and was eliminated due to a gap WBCI could have closed.

KEY FINDINGS

Key Findings

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Legal conclusions · WBC 2026 · 5 findings with implications

01 Venezuela is champion — and the WBC will never be the same.

First Venezuelan international title since 1945. They eliminated the champion (Japan), the sensation (Italy), and the host (USA). Pérez: 'Now I can retire.' National holiday declared. The WBC proved it matters.

Implication: National sports sovereignty can prevail over MLB economic power — but only when the manager has exceptional negotiating skills. Without CBA 2027 reform, the next final may be decided on a phone.

REQUIRES CBA 2027 AMENDMENT

02 The NFP insurance crisis is the WBC's greatest systemic failure.

8+ Puerto Rico players denied. Bad Bunny offered to pay and was rejected. Trout, Altuve, Correa all out. If insurers dictate rosters, the tournament isn't 'best-on-best.' Reform needed before 2029.

Implication: WBCI had direct knowledge of ABS approval in September 2025 and chose not to act. This inaction decision costs eliminations in tournaments. Institutional responsibility is clear even if legal responsibility is difficult to establish.

URGENT REFORM

03 The Perdomo strike changed history — and ABS arrived 10 days late.

The technology to review the pitch existed and was approved for 2026 MLB. But the WBC used 2025 rules without ABS. A rule-making gap eliminated the Dominican Republic from its own home tournament.

Implication: A private insurer dictates national team rosters. This is not international sport — it is subcontracting sports sovereignty to an actuarial company.

URGENT REFORM

04 MLB teams control WBC national team managers.

3 MLB teams dictated which relievers López could use in the final. López negotiated and won Palencia for the 9th — who closed the championship. The tension between national sporting sovereignty and MLB employment contracts remains unresolved.

Implication: The WBC generates USD 150M+ but operates with less financial transparency than a limited liability company. The 20 nations generating that value don't know how it's distributed.

PENDING — GOVERNANCE REFORM

05 Baseball is geopolitics — Venezuela vs USA 74 days after Maduro.

The final was played on American soil less than 3 months after the US captured the Venezuelan president. Taiwan used the WBC for the first diplomatic visit to Japan in 54 years. Cuba had visas denied. Every game is an international law case.

Implication: Baseball is the only major sport where an international tournament can determine the political-symbolic destiny of a nation (Venezuela-USA post-Maduro) while its federations have no voice in tournament rules.

STRUCTURAL — LONG TERM

Recommendations for WBC 2029

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10 concrete reforms · Contractual · Regulatory · Structural

01**NFP Reform: WBC Collective Insurance Fund**

Capitalized at USD 50M, administered by WBCI, contributed by MLB (50%), MLBPA (30%), federations (20%). No actuarial exclusion criteria for age or injury history. Review every 4-year cycle.

URGENT

02**Mandatory ABS: Current-Year Technology**

Amendment to competition rules: automatically adopt the officiating technology MLB uses in the tournament's current year, not the prior year. Signed 18 months in advance. Estimated cost: USD 2-3M installation.

URGENT

03**Non-Interference Clause in CBA 2027**

Express prohibition of direct communication between MLB clubs and national team managers regarding strategic decisions during WBC. Medical restriction only with medical certification + 48h notice + WBCI approval. Fine: USD 500K per violation.

CBA 2027

04**Federation Representation in WBCI**

Include representatives of the 8 most active federations (DR, Venezuela, PR, Cuba, Mexico, Japan, Korea, Panama) on the Competition Committee. Consultative vote on competition rules. Full vote on rules directly affecting them.

STRUCTURAL

05**CAS Clause in All Agreements**

Include express CAS arbitral clause in all WBC participation agreements (federations, players, clubs). Create CAS ad-hoc panel during the tournament, similar to the Olympic model. Resolution within 24 hours during competition.

STRUCTURAL

06**Unified Anti-Doping Protocol (WADA)**

Adopt the WADA Code for ALL WBC participants, inside and outside the 40-man roster. The Rojas (DR) and Profar (NL) cases expose the inconsistency of the current dual system. One tournament, one protocol.

COMPETITION RULES

07**Financial Transparency: Annual Audit**

Annual independent WBCI audit. Publication of revenue distribution by country (TV rights, sponsorships, prize money). The 20 participating federations must know exactly how much the tournament generates with their players.

GOVERNANCE

08**"Visa Waiver" for Sports Officials**

WBCI contractually require host countries to guarantee visa or alternative access to all officially accredited federation officials. Cuba 2026: 8 officials without visa. Sine qua non condition for being a WBC host country.

HOST AGREEMENT

09**TV Distribution: 10% for Federations**

10% of TV and streaming rights distributed equally among the 20 participating federations, in addition to current prize money. At USD 85-115M TV revenues, this means USD 425K-575K per federation per tournament — transformative for many Caribbean and Latin American federations.

DISTRIBUTION

10**National Arbitration Protocol**

Clearly define in competition agreements which law and forum applies to each type of dispute: CAS for doping and eligibility, NYC arbitration for WBCI contracts, MLB Grievance for CBA issues, ad-hoc panel for in-competition disputes. A clear and public jurisdictional map.

ALL AGREEMENTS

Close & Contact

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CONTEXT

This report analyzes the five highest-impact legal scenarios from WBC 2026 and offers 10 concrete reform recommendations for WBC 2029. It does not constitute formal legal advice. For specific consultations on sports contracts, litigation, or institutional advisory, contact the firm directly.

METHODOLOGY

Analysis based on: MLB-MLBPA CBA 2022-2026 (Art. 18 and related provisions), WBC tripartite agreement, verified MLB/MLBPA sources, CAS jurisprudence (including CAS 2006/A/1067), WADA Code, INA § 212, ERISA 29 U.S.C., ADEA 29 U.S.C. § 623, NY Insurance Law, Dominican Republic Penal Code and Law 136-03, IOC Nagoya Resolution (1981), and verified journalistic research from MLB.com, ESPN, The Athletic and AP Sports.

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