

EXHIBIT A

PROPOSED ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
LOS ANGELES DODGERS LLC, <i>et al.</i> , ¹)	Case No. 11- _____ (_____)
Debtors.)	Jointly Administered
)	Ref. Docket No. _____
)	

**ORDER AUTHORIZING LOS ANGELES DODGERS LLC TO PERFORM
ALL OBLIGATIONS UNDER COLLECTIVE BARGAINING AGREEMENTS**

Upon the motion (the “Motion”)² of Los Angeles Dodgers LLC, a debtor and debtor in possession herein (, the “LAD”), for an order pursuant to sections 105(a), 363 and 1113 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing LAD to perform all obligations under the collective bargaining agreement (the “MLB CBA”) between Major League Baseball (“MLB”) and the Major League Baseball Association and between the American Federation of Television and Radio Announcers (“AFTRA”), and LAD (the “AFTRA CBA,” and together with the MLB CBA, the “CBAs”); and upon the Ingram Declaration; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by this Motion is in the best interests of LAD, its estates, its creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number are: Los Angeles Dodgers LLC (3133); Los Angeles Dodgers Holding Company LLC (4851); LA Holdco LLC (2567); LA Real Estate Holding Company LLC (4850); and LA Real Estate LLC (3029). The location of the Debtors’ corporate headquarters and the service address for the Debtors is: 1000 Elysian Park Avenue, Los Angeles, California 90012.

² Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Motion.

ORDERED, ADJUDGED AND DECREED, that:

1. The Motion is granted.
2. Pursuant to sections 105(a), 363(b) and 1113 of the Bankruptcy Code, LAD is authorized, but not required, to perform all obligations under the CBAs and make all payments required pursuant to the CBAs including, without limitation, on account of player salaries, deferred compensation and revenue sharing; *provided, however*, that the foregoing payments may only be made in accordance with the terms of any order approving and authorizing postpetition financing and any applicable budget under such financing order.
3. Nothing in this Order or the Motion shall impair the ability of LAD or appropriate party in interest to contest any claim of any creditor pursuant to applicable law or otherwise dispute, contest, setoff, or recoup any claim, or assert any rights, claims or defenses related thereto.
4. LAD, its officers, employees and agents, are authorized to take or refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein.
5. In accordance with this Order and any other order of this Court, each of the financial institutions at which LAD maintains its accounts relating to the payment of the obligations described in the Motion is directed to honor checks presented for payments related to LAD's obligations under the CBAs, whether issued prepetition or postpetition, and all wire transfer requests or fund transfer requests made by LAD related thereto to the extent that sufficient funds are on deposit in such accounts.

6. The Debtors are authorized (consistent with this Order) to issue postpetition checks or to effect postpetition funds transfer requests in replacement of any checks or funds transfer requests related to payments related LAD's obligations under the CBAs.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against LAD; (b) a waiver of LAD's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of LAD's rights under the Bankruptcy Code or any other applicable law.

8. The requirements set forth in Bankruptcy 6003(b) are satisfied.

9. The requirements of Bankruptcy Rule 6004(a) are hereby waived to avoid immediate and irreparable harm to LAD.

10. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. This Court shall retain jurisdiction to interpret, implement and enforce the provisions of this Order.

Dated: Wilmington, Delaware
June ____, 2011

United States Bankruptcy Judge