

EXHIBIT 1

CONFIDENTIALITY ORDER

From: AAA Frank Binda <FrankBinda@adr.org>
Sent: Wednesday, November 20, 2013 5:09 PM
To: Clifford Haines; 'Hollie Knox'; Collins, Thomas; Andrisano, Anthony F.
Subject: 14 166 1589 12 Nowak v. PA Professional Soccer LLC et al

Categories: In DM, #1770096 : 0081820 : 000001 : HBG1_General

Dear Counsel:

Per the direction of the Arbitrator, please note the following:



Frank Binda
Manager of ADR Services
American Arbitration Association
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Heather Santo, Director
Northeast Case Management Center

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On November 7, 2013, I issued a ruling with regard to the parties' dispute as to the scope of a protective order. In that ruling, I stated as follows:

I will grant the parties until Friday, November 15, 2013 within which to craft an agreed-upon Protective Order, in line with my ruling above. In the event that the parties cannot so agree, each party will provide me their proposed Order by that deadline and I will fashion an appropriate Order based upon the submissions.

Thereafter, I received, through AAA, a response from Claimant's counsel on November 15, which included an attached Protective Order which Claimant requests I implement in this matter. I received no response or submission from Respondent as of this date.

Ms. Knox's letter indicates that the parties were close to agreement, and that in her understanding the only language at issue is the phrase "or confidentiality concerns" which Respondent would like included in the Order, and Claimant does not. As Respondent has not provided any additional response on this issue, and Claimant's language appears reasonable:

I hereby order the implementation of the Protective Order as submitted by Claimant on November 15.



HAINES & ASSOCIATES

HOLLIE B. KNOX
DIRECT DIAL 215-789-3376
EMAIL HKNOX@HAINES-LAW.COM

November 15, 2013

VIA ELECTRONIC MAIL

Arbitrator Margaret Brogan
1608 Walnut St., Suite 501
Philadelphia PA 19103
(Margaret.brogan@verizon.net)

**RE: Piotr Nowak v. Pennsylvania Professional Soccer LLC et al.
Case No. 14-166-01589-12 O2 LAVA-C**

Dear Arbitrator Brogan:

As you know, we represent Complainant/Counterclaim Respondents, Piotr Nowak ("Nowak") and Pino Sports LLC in the above-referenced matter. We received your November 7, 2013 Ruling on Request for Protective Order. While I believe the parties have come closer to an agreement on the precise language, we continue to be unable to reach agreement.

In accordance with your Order, attached is the Protective Order we request you implement in this matter. Based on what I received as a new proposal from Respondents, and assuming that is what they submit to you, it may be that the only clause at issue is their addition of "or confidentiality concerns" in paragraph 12. My concern with the addition of this language was that Respondents would use it to claim that they had the right to refuse to produce certain materials based on confidentiality, rather than a duty to produce them, with the understanding that you will rule on the issue of whether confidentiality will be imposed indefinitely.

Thank you for consideration.

Very truly yours,

HOLLIE B. KNOX

HBK/
Encl.

cc: Thomas G. Collins, Esquire (via e-mail only)
Anthony Andrisano (via e-mail only)

AMERICAN ARBITRATION ASSOCIATION

Piotr Nowak,	:	
	:	
Claimant/Counterclaim	:	CASE NO. 14 166 01589 12
Respondent	:	
	:	
v.	:	Arbitrator: Margaret R. Brogan
	:	
Pennsylvania Professional Soccer LLC	:	
and Keystone Sports and Entertainment	:	
LLC,	:	
	:	
Respondent/Counterclaim	:	
Claimants	:	
	:	
v.	:	
	:	
Pino Sports LLC	:	
	:	
Counterclaim Respondent	:	

CONSENT PROTECTIVE AND CONFIDENTIALITY ORDER

WHEREAS, both of the Parties in the above entitled and numbered cause (hereinafter collectively referred to as the "Parties") anticipate that certain of their respective business/personal records and other documents and things (whether in tangible or electronic form), which may contain financial information, trade secrets, proprietary commercial information, information concerning the Parties contractual relationship with Major League Soccer, other non-public confidential or private information or information otherwise required by law or agreement to be kept confidential (collectively hereinafter identified as "Materials"), may be subject to disclosure during discovery, hearings and/or any arbitration of this matter; and

WHEREAS, the Parties mutually desire to keep all Materials and other information, documentation or testimony provided during discovery, hearings and/or any arbitration of this matter confidential; and

WHEREAS, it is the intent and desire of the Parties that the Arbitrator enter the following Consent Protective and Confidentiality Order (“Protective Order”) to govern the production and use of Materials and other information, documentation or testimony provided during discovery, hearings and/or any arbitration of this matter; and

WHEREAS, to ensure the confidentiality of this matter, the Parties, and all of their parent corporations, subsidiaries, affiliates, agents, attorneys, employees, officers, directors, representatives, spouses, and family members, as applicable, agree to the following:

1. This Protective Order and any amendments or modifications hereto shall govern any document, information or other thing furnished by any party to any other party, and includes non-parties who receive a subpoena in connection with this action. The information protected includes, but is not limited to, answers to interrogatories, answers to requests for admission, responses to requests for production of documents, deposition testimony or transcripts and videotapes, deposition exhibits, responses to third party subpoenas, hearing/arbitration testimony or transcripts, any pre- or post-hearing/arbitration briefs, any interim arbitration decisions, correspondence or oral discussions/information exchanged between the Parties or their counsel, and any other writings or things produced, given or filed in this action notwithstanding whether the same has been designated as Confidential.

2. Except as otherwise provided in this Protective Order, or as agreed in writing by the Parties, each Party agrees that all Materials and other information, documentation or testimony provided during discovery, hearings and/or any arbitration of this matter must be kept confidential. The Parties further agree that each Party is prohibited from disclosing the same to others, allowing others access to the same, or using the same in any way, except as provided in this Protective Order.

3. Each Party agrees to keep these Materials and other information, documentation or testimony provided during discovery, hearings and/or any arbitration of this matter in confidence by using at least the same degree of care to prevent unauthorized disclosure or access that it uses with its own confidential information, but in no event using less than a reasonable degree of care.

4. The Parties agree that the Disclosure of any information/documentation protected under this Protective Order may only be made: (a) to the extent necessary to obtain compliance with any interim arbitration decisions; (b) in connection with court proceedings relating to any aspect of the arbitration, including but not limited to motions to confirm, modify or vacate an arbitration award; (c) as is necessary in communications with auditors retained by any party, or federal or state regulators; (d) as is necessary to comply with valid subpoenas, discovery requests or orders of any court; and (e) to the extent the information/documentation is already lawfully in the public domain.

5. Any required disclosures pursuant to Paragraph four (4), subparagraphs (a) or (c), shall be accompanied by a copy of this Protective Order and an instruction to any recipient to maintain the confidentiality of all information/documentation being produced. Subject to court approval, the Parties agree that any required disclosures pursuant to Paragraph four (4), subparagraph (b), must be submitted to the court under seal. If any party is requested or required under Paragraph four (4), subparagraph (d), to disclose any information/documentation protected through this Protective Order, that party will give written notice to the other party as soon as possible after the subpoena, discovery request or court order is received and that party will exhaust all reasonable efforts to ensure the confidentiality of the disclosed information/documentation is maintained (*i.e.*, attempt to produce the information/

documentation under seal and/or pursuant to a confidentiality agreement). In all contexts, the Parties will make good-faith efforts to limit the extent of the disclosures, if any, to be made, and will cooperate with each other in resisting or limiting the disclosures.

6. The arbitrator(s) shall not be subject to administrative or judicial process requiring disclosure of any information/documentation protected through this Protective Order, nor shall the arbitrator(s) be required to disclose any notes or work product created during the pendency of this Arbitration.

7. This Protective Order, and the Parties obligations pursuant to the same, will remain in effect from the date this Agreement is executed by both Parties and shall continue through the latter of the date the final Arbitration Award is entered or the date the Arbitrator addresses the applicability of this Protective Order beyond the date of the final Arbitration Award. More specifically, the Parties have asked and the Arbitrator has agreed to address whether the Parties obligations under this Protective Order will apply to the terms of the final Arbitration Award rendered in this matter (*i.e.*, whether and to what extent the terms of the Arbitration Award may be disclosed) as well as whether some or all of the obligations under this Protective Order will remain in force for some extended time or indefinitely.

8. Should the Parties resolve or settle this matter prior to the issuance of the final Arbitration Award in this matter, the Parties' continued obligations relative to this Protective Order will be addressed in the settlement agreement and/or release executed by the Parties.

9. Neither the termination nor settlement of this action nor the termination of the employment, engagement, or agency of any person who had access to any information/documentation protected through this Protective Order shall relieve any person from his or her obligations pursuant to this Protective Order.

10. For the purpose of conducting this Arbitration, the information/documentation protected through this Protective Order may be disclosed as needed or appropriate to the following persons only:

- a. The Arbitrator, who, by issuing this Protective Order, agrees to abide by the terms of this Protective Order;
- b. Counsel for a party or employees of counsels' law firm who are assisting counsel;
- c. Employees and agents of the Parties for purposes consistent with this Protective Order;
- d. To any person retained in good faith by a party to assist in this arbitration; provided, however, that such person shall agree to be bound by the terms of this Protective Order as if that person were a party, and shall so acknowledge by executing, prior to receipt of or access to the information/documentation protected through this Protective Order, an affidavit in the form attached hereto as Exhibit A;
- e. Mr. Nowak's spouse, provided she agrees to be bound by the terms of this Protective Order as if she was a party; or
- f. Any party, non-party deposition or hearing/arbitration witness; provided, however, that such person shall agree to be bound by the terms of this Protective Order as if that person were a party, and shall so acknowledge by executing, prior to receipt of or access to the information/documentation protected through this Protective Order, an affidavit in the form attached hereto as Exhibit A.

11. If one of the Parties to this Protective Order is requested or required to disclose any information/documentation protected through this Protective Order, subject to applicable

legal restrictions, that party will: 1) notify the other party in writing as soon as possible after the subpoena, request or court order is received to permit the other party to seek legal protection against any such disclosure; and 2) tender the defense of that demand to the party that produced the requested information/documentation, or permit that party to cooperate in the defense of that demand. Unless the demand has been timely limited, quashed or extended, the obligated party will thereafter be entitled to comply with such demand, request or court order to the extent required by law. If requested by any other party, the obligated party will cooperate (at the expense of the party or parties making the request) in the defense of a demand.

12. This Protective Order shall be without prejudice to the right of any party to oppose production of any information/documentation for lack of timeliness or relevance, due to privilege and/or for any other valid or legal ground.

13. The Parties hereby agree that Fed.R.Evid. 502 applies to all documents produced to prevent the waiver of attorney-client privilege or work-product doctrine. The Parties also agree that any disclosure of documents otherwise protected by the attorney-client privilege or work-product doctrine is unintentional and inadvertent and will not justify a waiver of such privilege. The Parties further agree that their counsel will notify each other if any document is discovered to contain any information protected by the attorney-client privilege or work-product doctrine and will take the steps outlined in Fed.R.Civ.P. 26(b)(5)(B).

14. Consistent with Fed.R.Evid. 502, the Parties agree that any disclosure of privileged information does not constitute a waiver in any other federal, state, or arbitration proceeding.

15. Each party to this Protective Order acknowledges and agrees that in the event of any breach of its obligations hereunder, the other parties shall be entitled to all remedies at law

and in equity with respect to such breach. Each party to this Protective Order further acknowledges and agrees that in the event of a breach of its obligations hereunder, damages may not be an adequate remedy and the other parties hereto shall be entitled to seek injunctive relief to restrain any such breach, threatened or actual, without the requirement of posting of a bond.

16. Within sixty (60) calendar days after final judgment in this action, including the exhaustion of all appeals, or within sixty (60) calendar days after dismissal pursuant to a settlement agreement, each party or other person subject to the terms of this Protective Order shall be under an obligation to destroy or return to the producing party all materials or information/documentation subject to this Protective Order, and to certify to the producing party such destruction or return. However, outside counsel for any party shall be entitled to retain all court/arbitration papers, arbitration or hearing transcripts, exhibits, and attorney work produced provided that any such materials are maintained and protected in accordance with the terms of this Protective Order.

17. The Parties agree that this Consent Protective and Confidentiality Order shall be submitted to the Arbitrator and will be entered by the Arbitrator as a Protective Order.

18. This Agreement is to be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, excluding that body of law pertaining to conflict of laws.

19. Subject only to Paragraph 7 of this Protective Order, the Parties agree that, in the event that they are approached by a member of the media or any other person or entity concerning the subject matter of this Arbitration, they will only state: "The Parties have agreed to and are currently proceeding through a confidential arbitration, and we are prohibited from discussing the same." Any further comment must be declined.

ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PROTECTIVE ORDER MAY BE BROUGHT IN THE STATE OR FEDERAL COURTS WITHIN PHILADELPHIA COUNTY, PENNSYLVANIA, AND THE PARTIES IRREVOCABLY AGREE TO THE NON-EXCLUSIVE JURISDICTION OF, AND VENUE IN, SUCH COURTS FOR SUCH PURPOSES AND ALL PARTIES TO THIS PROTECTIVE ORDER HEREBY WAIVE ANY CLAIM OR DEFENSE THAT SUCH FORUM IN SUCH COURTS IS NOT CONVENIENT OR PROPER.

The Arbitrator retains the right to modify this Protective Order at any time in the interest of justice.

By: _____
Clifford Haines, Esq.
Hollie Knox, Esq.
Haines & Associates
1835 Market Street, Suite 2420
Philadelphia, PA 19103
Attorneys for Claimants

By: _____
Thomas G. Collins, Esq.
Anthony F. Andrisano, Jr., Esq.
Buchanan Ingersoll & Rooney PC
409 N. Second Street, Suite 500
Harrisburg, PA 17101
Attorneys for Respondents

Dated: _____

Dated: _____

HAVING REVIEWED THE TERMS OF THIS CONSENT PROTECTIVE AND CONFIDENTIALITY ORDER, AND FOR GOOD CAUSE APPEARING THEREON, IT IS SO ORDERED.

Dated: _____

Arbitrator: _____