

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNITED STATES SOCCER FEDERATION,
INC.,

Plaintiff,

v.

UNITED STATES WOMEN'S NATIONAL
SOCCER TEAM PLAYERS ASSOCIATION,

Defendant.

Case No. 1:16-cv-01923

Hon. Sharon Johnson Coleman

**UNITED STATES SOCCER FEDERATION, INC.'S
REPLY IN SUPPORT OF ITS
MOTION FOR INITIAL STATUS CONFERENCE**

Plaintiff United States Soccer Federation, Inc. ("US Soccer") respectfully submits this brief reply to Defendant United States Women's National Soccer Team Players Association ("Players Association")'s opposition to its Motion for an Initial Status Conference (the "Opposition"). Given that the Opposition was filed this morning and the hearing on the motion is scheduled for tomorrow, US Soccer's reply will be brief.

The Opposition primarily focuses on the merits of the dispute and not on the relief actually requested by U.S. Soccer -- that "the Court set an Initial Status Conference at the earliest possible date the Court's schedule will permit to discuss the need for a prompt resolution of the dispute and to discuss an expedited briefing for a motion for summary judgment." (Motion at 1.) To the extent the Opposition addresses US. Soccer's request at all, the Players Association suggests there is no reason to set an early status conference and no urgency to resolve this dispute because (a) the Players Association suggested last summer that it believed there was no collective bargaining agreement ("CBA") in place; (b) the issues are complex; (c) a status

conference in April will still allow a summary judgment hearing in June, which is well before the 2016 Summer Olympic Games; and (d) the “[Players Association] has never stated any intention to engage in any job action, but has only said that it reserves all of its rights.” (Opposition at 9.) US Soccer briefly addresses each of these assertions in turn.

First, while the Players Association made reference to its views concerning the existence of a CBA beginning in July 2015 (Complaint ¶41), it was not until Christmas Eve 2015 that the Players Association officially stated its position in writing and notified US Soccer that it was terminating the CBA and providing US Soccer with notice of its right to “engage in actions” starting in 60 days -- February 24 -- which is just two weeks away. (Complaint ¶43 and Exhibit I.) It is that date, the “Purported CBA Termination Notice,” and the Players Association’s repeated refusals, including in person during the parties’ February 3, 2016 meeting, to provide any facts to support its position and to agree not to strike prior to the Summer Olympics which escalated the situation to one of urgency. (Complaint ¶¶44-52 and Exhibits J-M.)

Second, although the Players Association suggests time is needed because of the complexity of the issues, it never states what those complex issues are. The only question in this case is whether the parties who negotiated and executed the Memorandum of Understanding (the “MOU”) on March 19, 2013 intended to enter into a CBA with a four-year term expiring on December 31, 2016 consisting of the terms of the prior CBA as amended and modified by the MOU.¹ That is the only issue. US Soccer already has voluntarily produced its negotiating file to the Players Association and there are only four witnesses whose views on the matter count: the US Soccer representatives who primarily negotiated the MOU, Sunil Gulati and Lisa Levine, and

¹ As the Players Association correctly points out, there were still two open issues when the MOU was executed, which the parties hoped to reach agreement on going forward. But, the fact that open issues remained does not change the fact that, except as to those open issues, US Soccer and the Players Association had agreed to a new four-year CBA.

their counterparts representing the Players Association, John Langel and his colleague Ruth Uselton. And, potential deposition dates for the US Soccer representatives have already been provided to the Players Association and its counsel.

Third, in suggesting there is no harm in waiting because the Summer Olympics are still months away, the Players Association completely ignores the potentially significant and damaging impact a strike or other job action could have on the much more imminent “She Believes” tournament scheduled for early March involving matches between the US Women’s National Team and the women’s national teams of Germany, England and France, as well as training camps and other Olympic preparation matches with venues and opponents already confirmed for April, late May/early June, and July. The Players Association also ignores the potentially devastating impact a strike or other job action would have on the National Women’s Soccer League (the “NWSL”), whose pre-season starts in March, and the more than 100 female soccer players who are part of the NWSL and who are not members of the Players Association. (Complaint ¶¶33, 53.)

Fourth, while the Players Association repeatedly suggests there is no urgency because it has never definitively stated its intention to call a strike or job action, the Players Association makes explicit in its Opposition that it “reserves all of its rights” to do so. (Opposition at 9.) If in fact the Players Association does not intend to strike or engage in any job action until this dispute is resolved, it only need say so to the Court. If, but only if, the Players Association will make this pledge does the urgency disappear.

Finally, the Players Association’s effort to delay the resolution of this dispute speaks volumes. It is not just in US Soccer’s interest to have this dispute resolved promptly; a resolution is very much in the best interest of the Players Association and its members. If the

Players Association is correct that there is no CBA and, thus, no legal impediment to its right to strike, the Players Association should want to know that because it would give the Players Association significant economic leverage and the ability to pressure US Soccer to reach a new agreement. But, if the Players Association is wrong, and strikes in violation of an existing no-strike clause, the potential liability to the Players Association could be staggering.

Given the above, if the Players Association is really as certain of its position as the Opposition suggests, having that determination in hand as soon as possible would be very much in its favor at the negotiating table. So, one must ask why is the Players Association seeking to delay a resolution of this straightforward issue? US Soccer submits that the Players Association is not at all certain of its position, and wishes to use the threat of an illegal strike to leverage US Soccer. Any delay in the resolution of this matter allows the Players Association to maintain that threat, and that leverage. The Players Association's request for delay is akin to saying to this Court: "We know pointing a loaded gun at US Soccer's head to get a better deal than we have is wrong, but we are asking you to turn a blind eye for a while so we can continue to point the gun and see what we can get."

Respectfully, the Court should see through the Players Association's strategy and schedule an early status conference as soon as the Court's schedule will permit. In the alternative, because all parties will be present before the Court tomorrow, the Court can set a schedule for the submission and briefing of a summary judgment motion based on the parties' respective proposals for such an adjudication of this matter, the information provided by the parties in their briefs, and/or any other information provided by the parties at the presentment hearing tomorrow morning.

Dated: February 8, 2016

Respectfully submitted,

/s/ Matthew W. Walch

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