

**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

**JOINT STATUS REPORT IN ADVANCE OF INITIAL STATUS HEARING**

This Joint Status Report is provided pursuant to this Court's Order on Initial Status Conferences and is submitted by Plaintiff United States Soccer Federation, Inc. ("US Soccer") and Defendant United States Women's National Soccer Team Players Association (the "Players Association") in advance of the Initial Status Conference scheduled for March 3, 2016 at 9:00 a.m. The parties have met and conferred on the issues addressed herein both in writing and by telephone.

**Nature of the Case**

By its Complaint, US Soccer seeks a determination that the parties reached a binding collective bargaining agreement in March 2013 covering the period from January 1, 2013 through December 31, 2016, which US Soccer alleges consists of the terms contained in the 2005-2012 collective bargaining agreement (including its "no strike/no lockout" clause) as amended, modified and/or supplemented by the March 19, 2013 Memorandum of Understanding ("MOU").

The Players Association, on the other hand, seeks a determination that the 2005-2012 collective bargaining agreement by its express terms expired on December 31, 2012, and, as a result, there is no current valid collective bargaining agreement in place. The Players Association further alleges that the MOU that the parties negotiated is terminable at will, did not incorporate by reference the expired 2005-2012 collective bargaining agreement, and does not address the “no strike/no lockout” clause.

US Soccer believes that the primary legal and factual issues center on the interpretation of the MOU and the intent of the parties at the time the MOU was executed in March 2013. The Players Association believes that the primary legal and factual issues center on the plain language of the MOU and the 2005-2012 collective bargaining agreement, and the limited scope of the MOU.

### **Settlement**

Although the parties have engaged in settlement discussions, given the differences between the parties’ respective positions, neither US Soccer nor the Players Association believes this case is likely to settle.

### **Summary Judgment Briefing Schedule<sup>1</sup>**

At the hearing on February 9, 2016, US Soccer made a request for an early Initial Status Conference. The parties discussed their respective positions regarding the case, including motions for summary judgment and schedules for briefing the same. The Court ordered the parties to meet and confer on this issue and to try and reach agreement on a schedule. After exchanging several proposals and meeting and conferring on the issue, the parties have agreed to

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<sup>1</sup> Although not among the topics required to be covered by this Court’s Order on Initial Status Conferences, the parties summarize their agreement here based on the discussion with the Court on February 9, 2016.

the following schedule for US Soccer's anticipated motion and the Players Association's anticipated cross motion for summary judgment:

<u>Date</u>	<u>Event</u>
March 1-31	Parties to complete discovery regarding motions for summary judgment.
April 12	Deadline for both parties to file motions for summary judgment.
May 3	Oppositions to motions for summary judgment due.
May 12	Replies in support of motions for summary judgment due.
May 24	Oral argument on motions for summary judgment, should the Court desire to hear argument.

**Status of Discovery**

Documents:

Contemporaneously with the filing of the Complaint, US Soccer produced to the Players Association documents it has represented are communications between US Soccer and the Players Association's then-representatives concerning the 2012-2013 negotiations as well as post-MOU communications between the parties. The Players Association will serve document requests on US Soccer seeking for any additional documents it believes are relevant to this matter and within the permissible scope of discovery.

US Soccer will serve a document request on the Players Association seeking, among other things, documents in the Players Association's possession or control concerning the 2012-2013 negotiations, post-MOU communications between the parties and other documents the Players Association believes are relevant to the dispute between

the parties, the allegations and claims set forth in the Complaint or any defenses that the Players Association intends to assert.

Finally, US Soccer will serve a document subpoena on Ballard Spahr, LLP, the law firm where the Players Association's former Acting Executive Director and General Counsel was and is a partner, for documents it believes are relevant to this matter and within the permissible scope of discovery.

Depositions:

The parties have agreed that depositions will take place in the last few weeks of March 2016, subject to the availability of the proposed deponents, after documents have been produced.

US Soccer has identified its representatives who it states were principally involved in the 2012-2013 negotiations and post-MOU communications, and the Players Association intends to take the depositions of these representatives. US Soccer intends to take the deposition of the Players Association's former Acting Executive Director and General Counsel, John Langel of Ballard Spahr LLP.

Other Discovery

The parties each reserve the right to file requests to admit and/or conduct any other discovery they deem necessary.

**Jury Trial**

US Soccer's Complaint alleges two claims for relief, for anticipatory breach of contract and for declaratory relief. Since neither the Players Association nor its members have engaged in a strike or other form of job action as of the date of this report, US Soccer has not suffered any cognizable damages. US Soccer's position is that at this time, therefore, it Soccer is only seeking

a declaration that a collective bargaining agreement exists between the parties consisting of the terms contained in 2005-2012 collective bargaining agreement (including the “no strike/no lockout” clause) as amended, modified and/or supplemented by the MOU, with an expiration date of December 31, 2016. Accordingly, US Soccer is not currently requesting a jury trial. US Soccer reserves the right to seek damages should the Players Association and its members engage in a strike or other form of job action and to demand a jury trial in such circumstances.

The Players Association anticipates filing a request for a jury trial with its answer given that US Soccer’s Complaint specifically seeks an award of monetary damages. This will preserve the Players Association’s right to a jury trial should the issue of damages arise later in the case.

**Magistrate Judge**

Both US Soccer and the Players Association believe that this matter should be handled by the Court and do not consent to proceeding before a Magistrate Judge.

Dated: February 24, 2016

Respectfully submitted,

/s/ Matthew W. Walch

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Dated: February 24, 2016

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