

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

UNITED STATES SOCCER)	
FEDERATION, INC.,)	
)	
Plaintiff,)	
)	Case No. 1:16-cv-01923
v.)	
)	Judge Sharon Johnson Coleman
UNITED STATES WOMEN’S)	
NATIONAL SOCCER TEAM PLAYERS)	
ASSOCIATION,)	
)	
Defendant.)	

**UNITED STATES WOMEN’S NATIONAL SOCCER TEAM
PLAYERS ASSOCIATION’S OPPOSITION TO PLAINTIFF’S
MOTION FOR AN EXPEDITED INITIAL STATUS CONFERENCE**

I. INTRODUCTION

Defendant United States Women’s National Soccer Team Players Association (the “WNTPA” or “Players Association”) respectfully requests that this Court deny in its entirety Plaintiff United States Soccer Federation, Inc.’s (“USSF”) Motion for Initial Status Conference, which seeks an expedited schedule for a summary judgment motion by USSF to be filed and heard within just a few weeks after the filing of the Complaint, which was only served late Friday afternoon.¹

USSF filed this motion notwithstanding the fact that this Court has already set an initial status conference for April 4, 2016, after the Complaint in this action was filed setting out all of the same alleged facts on which USSF’s motion is based. *See* Dkt. #11 (“Status hearing set for 4/4/2016 at 09:00 AM.”). Moreover, well before filing the instant motion, USSF knew the

¹ USSF has advised the WNTPA that it wants a summary judgment decision in no more than eight weeks, and its motion refers to events for which it seeks relief occurring as early as March 3, which is less than four weeks away.

dispute at issue here but sat on its rights for months and did nothing. And, the facts asserted in the motion are nowhere near accurate and are hotly disputed. Indeed, USSF filed this motion under false pretenses in an effort to get before the Court while circumventing the Court's standing order on "emergency motions." The Court should deny this motion as moot and reject it out of hand.

At bottom, USSF's motion is really an emergency motion for an expedited briefing schedule. However, no emergency exists, no motion has been filed, and no basis exists for expediting the briefing schedule of some yet-to-be-determined motion. USSF has known since at least July 2015 that the WNTPA's position is that no collective bargaining agreement ("CBA") with USSF is in place. Yet, USSF sat on its hands for over seven months and now rushes to the courthouse claiming an emergency exists. This Court should not countenance such disingenuous behavior.

Perhaps most disturbing, in an effort to support its request for an expedited motion schedule, USSF's motion is filled with blatant inaccuracies, misrepresentations, and misleadingly incomplete quotations from the relevant record. Most obviously, USSF claims there is no question that a CBA is in place, but its own 2015 financial statements state the exact opposite: "The Women's National Team CBA expired on December 31, 2012. There is currently a signed Memo of Understanding in place **while the full details of the new Women's National Team CBA are being negotiated.**" Ex. A at 22 (emphasis added). This by itself eviscerates USSF's demand for an expedited summary judgment schedule, since it is clear that its claims of clarity are pure fiction.

USSF also claims that the Memorandum of Understanding ("MOU") in place expressly incorporates the CBA, when in fact, even a cursory reading of the MOU shows that it makes

absolutely no reference to incorporating the CBA. *See* Ex. B. And, USSF has misstated or omitted statements by the WNTPA's then-Executive Director, John Langel, and his colleague Ruth Uselton, regarding whether all provisions of the prior CBA were agreed to be incorporated into the MOU, or instead were still in the process of negotiation. USSF cannot avail itself of the Court's protections while simultaneously engaging in procedural gamesmanship and using such tactics.

The original status conference date set by this Court should stay in place so that the parties can meet and confer and attempt to reach agreement on an orderly schedule for determining the complex issues in this dispute. With this proper schedule, a summary judgment hearing can take place in early June, still months before the start of the Olympics, and the parties will have a fair chance to develop the record and the Court will have the proper time to consider and decide the issues, well before any injury—which has not even been threatened—can occur.

For these reasons, and the additional reasons stated below, the Court should deny USSF's motion.

II. FACTS

For the past three years, USSF and the WNTPA have not been party to a CBA.² Rather, since that time, the only agreement in place has been an MOU signed and dated March 19, 2013. The MOU, which was negotiated in haste to deal with the formation of the National Women's Soccer League ("NWSL"), does not contain any indicia to support USSF's position that a valid CBA exists, much less a CBA containing a no-strike clause, which USSF falsely claims is beyond doubt.

² *See* Ex. C, Art. II ("This Agreement is retroactive to and shall be effective from January 1, 2005 and shall remain in full force and effect through December 31, 2012.").

To begin with, the MOU does not contain *any* provision stating a term for the MOU itself, even though such a provision would have been easy to include. *See* Ex. B. The only reference to any “term” in the MOU is: “Term of WNT Contract” – 4 years.” *Id.* But that provision refers to the individual player contracts that were to be signed by the players, not to the MOU. That is clear from the first page of the MOU, which refers to the WNT contracts as the contracts to be signed by the players, not any CBA agreed to by the WNTPA. *Id.* at 1 (“There will be one contract for WNT players covering both the WNT and the NWSL so that WNT Players will not need to enter into a contract with the NWSL.”); *see also id.* at 8 (“If a WNT Player is released from her WNT contract, she remains on her contract with the NWSL for the remainder of that year.”). A player contract is different than a CBA. When a CBA expires or is terminated, the individual player contracts are subject to that expiration even if they have a longer term, which is common in professional sports. USSF’s repeated claims that the MOU contains a stated term is not correct, and gets no stronger no matter how many times it is repeated.

The MOU also does not contain a no-strike clause, even though it would have been easy to insert one. *See* Ex. B. Similarly, the MOU does not contain a provision incorporating the prior terms of the 2005-2012 CBA, except to the extent modified, although it would have been equally easy to add. *Id.*

Consistent with these facts, and the absence of any stated term in the MOU, it should come as no surprise that, when required to state the facts accurately as required by law, USSF admitted, as reflected in its own financial statements, dated September 24, 2015, that “[t]he **Women’s National Team CBA expired on December 31, 2012. There is currently a signed Memo of Understanding in place while the full details of the new Women’s National Team**

CBA are being negotiated.” Ex. A at 22 (emphasis and italics added). USSF knows that its CBA with the WNTPA has expired and that the full terms of the CBA were still being negotiated and had not been finalized when Mr. Langel was succeeded by Mr. Nichols.

That is consistent with the prior statements of Mr. Langel and Ms. Uselton, which USSF quotes, but incompletely. This conduct is evident, to start, from the email sent by Ms. Uselton that is only partially quoted by USSF, with the controlling language omitted from USSF’s Complaint. Specifically, USSF relies heavily on a statement by Ms. Uselton that “[a]s we previously agreed, the general principle we are working under is that the items we have not specifically covered in the Memorandum of Understanding would remain the same as under the prior CBA, but with appropriate increases/adjustments/changes.” Compl. at 11 (quoting Ex. E). This argument is critical since, as noted above, the MOU does not contain a no-strike/no-lockout provision; so, unless such a provision is somehow incorporated into the MOU (it is not), USSF would have no basis to challenge any work stoppage by the players even if the term of the MOU extended through December 31, 2016 (it does not, and the WNTPA has not threatened to, nor made any decision to impose a work stoppage).

In addition to the fact that this quote’s reference to “appropriate increases/adjustments/changes” itself may indicate that the prior no-strike/no-lockout provision would not necessarily continue, USSF’s argument is further undermined by the next sentence of Ms. Uselton’s email, which USSF omitted from its Complaint and did not disclose to the Court: **“We will address the specifics when we get to drafting the new CBA.”** *Id.* (emphasis added). This quote shows that the “new CBA” (i) did not exist yet, and (ii) was yet to be drafted, and importantly, that (iii) the parties had not yet negotiated the specifics of the new CBA’s terms, a negotiation that in fact never happened.

USSF engaged in the same type of selective quotation with the testimony of Mr. Langel. Again, USSF claims that Mr. Langel, on behalf of the WNTPA, agreed with USSF that the terms of the prior CBA (and thus any no-strike/no-lockout provision) continued in effect. So, USSF quotes Mr. Langel as testifying as follows in a deposition in a prior arbitration involving the men's national team and USSF:

Q. And as I understand it -- correct me if I'm wrong -- the memorandum of understanding has certain financial -- made certain financial changes, but other than matters specifically identified in the memorandum of understanding, the terms of the expired CBA the parties have agreed will continue to control?

A. Yes.

Compl. at 14.

Incredibly, however, USSF ends the quotation there, and omits the next sentence of Mr. Langel's testimony:

Q. Okay.

A. **But we've already agreed that *the terms [of the prior CBA] don't control in certain circumstances.***

Ex. D, attached hereto. USSF did not attach as an exhibit the full testimony here, but cut off the testimony in mid-sentence, attaching as an exhibit the testimony but *not* the italicized language above, *i.e.*, that the terms of the prior CBA were *not* all agreed to be carried forward in the MOU.³ There was no reason for USSF to omit that the terms to be carried forward were still being negotiated.⁴

³ The same is true with USSF's claim that Mr. Langel "noted" in an email to USSF that the parties need to edit, where applicable, the CBA and Uniform Player Agreement consistent with the MOU "because the parties had not gotten around to combining the two documents comprising the 2013 CBA/UPA -- the 2005 CBA/UPA and the MOU -- into a single document." Compl. at 15. In fact, there is no such statement in Mr. Langel's email. Compl., Ex. H.

⁴ USSF, moreover, blatantly breached the terms of the confidentiality stipulation in the arbitration in which Mr. Langel testified, which required that his testimony be kept confidential "from the rest of the world" other than USSF, the men's national team, and the women's national team. *See* Ex. E. The Court thus will need to consider whether any of Mr. Langel's testimony should even be considered, since USSF has presented it contrary to a confidentiality obligation that USSF's same counsel in this proceeding expressly agreed to but has dishonored here.

Given all of the above, it is not surprising that the WNTPA has repeatedly told USSF, for many months leading up to and including the current CBA negotiations, that no CBA is in place, the WNTPA has the right to terminate the MOU at will because it has no definite term,⁵ and that it reserves all of its labor law rights. Indeed, the WNTPA told USSF in July 2015 that it did not believe a CBA was in place. The WNTPA reiterated that position repeatedly after that, including in the first bargaining session between the parties on November 30, 2015. And again, on December 23, 2015, the WNTPA wrote to USSF that there is no CBA governing the parties' relationship. *See* Ex. F.

But, during all this time, USSF did not take any legal action on this dispute. Instead, it sat on this dispute and allowed time to pass, until filing this action and seeking emergency relief from the Court on a claim that it requires special consideration from the Court. It also is stunning that USSF is arguing that, on this record, there can be no genuine issue of material fact disputing its claim. The facts show the exact opposite of USSF's position, or at least that the facts are hotly contested.

III. ARGUMENT

As a starting point on the applicable law, USSF is *not* entitled to expedited proceedings pursuant to Rule 57. The plain language of Rule 57 indicates that a speedy hearing is merely discretionary. ("The court *may* order a speedy hearing of a declaratory-judgment action." (emphasis added)). Thus, a party seeking expedited relief pursuant to Rule 57 must still make a showing that expedition is justified. *See, e.g., Allergan, Inc. v. Valeant Pharm. Int., Inc.*, SACV 14-1214 DOC ANX, 2014 WL 4181457, at *3 (C.D. Cal. Aug. 21, 2014) (noting that whether a

⁵ *See, e.g., Montgomery Mailers' Union No. 127 v. Advertiser Co.*, 827 F.2d 709, 715 (11th Cir. 1987) ("Labor contracts of indeterminate duration or ones that do not provide a manner of termination are terminable at will."); *Int'l Union of Operating Engineers, Local Union No. 542 v. Allied Erecting & Dismantling Co.*, 556 F. App'x 109, 112-13 (3d Cir. 2014).

speedy hearing is appropriate is a matter of discretion for the Court). USSF has made no such showing here.

First, granting USSF's motion for expedited proceedings would be contrary to established principles of equity. The Seventh Circuit has long held that a party that unduly delays in asserting its rights is not entitled to equitable relief. *See Int'l. Union, Allied Indus. Workers of Am., AFL-CIO v. Loc. Union No. 589, Allied Indus. Workers of Am., AFL-CIO*, 693 F.2d 666, 674 (7th Cir. 1982) ("Equity aids only the vigilant, and injunctive relief will be denied to those who slumber upon their rights") (citing *Di Vito v. Fidelity and Deposit Co. of Md.*, 361 F.2d 936, 939 (7th Cir. 1966)). Accordingly, this Court and others as well, have regularly denied motions for expedited proceedings where it is clear that the requesting party has unduly delayed in bringing its action. *See, e.g., Wiley v. Int'l. Ass'n of Machinists and Aerospace Workers*, 94 C 3958, 1994 WL 329932, at *8 (N.D. Ill. July 6, 1994) (finding plaintiff's five-month wait in filing action constituted undue delay barring his claim for expedited hearing); *Anderson v. Pictorial Prods., Inc.*, 232 F. Supp. 181, 182 (S.D.N.Y. 1964) (finding speedy hearing unwarranted because plaintiff's delay in filing the lawsuit showed that the matter was not so urgent as to justify priority over other litigants).

Here, it is clear that USSF has unduly delayed in filing this action and that this matter does not require expedited consideration. The WNTPA informed USSF in July 2015 that the Union did not believe a CBA was in place and has repeatedly reiterated this position throughout the parties' course of bargaining. Thus, seven months have passed since USSF first learned of this dispute and the filing of this action (tellingly, a fact USSF omitted from its motion). This is more than enough undue delay. *Cf. Ixmation, Inc. v. Switch Bulb Co., Inc.*, 14-CV-6993, 2014 WL 5420273, at *8 (N.D. Ill. Oct. 23, 2014) (holding that the plaintiff's five-month delay in

seeking relief from the Court, despite its full knowledge of a pending deadline, fatally undermined its request for preliminary injunction). It would defy equity to grant USSF expedited relief where it has failed to act expeditiously in asserting its rights. *See Fulani v. Hogsett*, 917 F.2d 1028, 1031 (7th Cir. 1991) (stating plaintiff's choice to wait several weeks "to press its case ... is fatal to it receiving any relief," where relief depended on plaintiff proceeding expeditiously).

Second, and despite USSF's alarmist claims to the contrary, expedited action is not necessary as the WNTPA has never stated any intention to engage in any job action, and instead has only said that it reserves all of its rights and sees no reason to give up any of those rights, whatever they may be, as USSF has demanded. The asserted harms upon which this motion rests are entirely speculative. *See* Motion at 4 ("*on the assumption*" that the team will qualify for the Olympics); *id.* ("members of the Players Association *could* refuse to participate"); *id.* at 5 ("withdrawal *could* also lead to the imposition" of a fine). Further, even if the alleged harm was more than speculative, such harm is certainly not imminent, as the WNTPA and the members of the Women's National Team would not participate in the Olympic Games until August 2016. Given that the grounds for USSF's motion are entirely remote and speculative, expedited consideration is not necessary. *See Allergan, Inc.*, 2014 WL 4181457, at *5 (denying motion for expedited hearing where, *inter alia*, it was not clear that the parties needed the Court to resolve their claims before they could act and the underlying event triggering declaratory action was only "potentially imminent").

Third, as reviewed above, the factual assertions on which USSF's request for expedition is based, when viewed in the light of day, are grounded in repeated misrepresentations and omissions. In these circumstances, USSF does not come close to deserving expedited

consideration by this Court. *See, e.g., Crohan v. Vill. of Orland Park*, 02 C 6179, 2004 WL 626530, at *2 (N.D. Ill. Mar. 25, 2004) (denying plaintiff's motion where the circumstances indicated that plaintiff's counsel had engaged in gamesmanship).

Finally, there is no reason to grant expedited consideration of USSF's motion for summary judgment, which cannot be granted unless there are *no* genuine issues of material fact, when it is already indisputable that USSF's own 2015 financial statements contradict its position here: **"The Women's National Team CBA expired on December 31, 2012. There is currently a signed Memo of Understanding in place while the full details of the new Women's National Team CBA are being negotiated."** Ex. A at 22 (emphasis added). At a minimum, this by itself creates a genuine issue of material fact dooming USSF's motion. There is thus no reason to grant expedited consideration based on USSF's fiction that there is no way it can lose.

IV. CONCLUSION

This Court should maintain the original status conference date so that the parties can orderly and properly attempt to reach a resolution. The Court's original schedule permits a summary judgment hearing in early June, still months before the start of the Olympics, gives the parties a fair chance to develop the record, and provides the Court the proper time to consider and decide the issues—all well before any potential harm can occur. *See Wiley*, 1994 WL 329932, at *8 (denying motion for expedited hearing because it would also impact the court's ability to conduct a thorough hearing).

For the foregoing reasons, USSF is not entitled to expedited relief, and the WNTPA respectfully requests that the Court deny USSF's Motion for Initial Status Conference.

Dated: February 8, 2016

Respectfully submitted,

UNITED STATES WOMEN'S NATIONAL
SOCCER TEAM PLAYERS ASSOCIATION

By: /s/ Samuel Mendenhall
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CERTIFICATE OF SERVICE

I hereby certify that on February 8, 2016, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification to counsel of record for all parties via the court's electronic filing system.

/s/ Samuel Mendenhall

*United States Soccer Federation v.
United States Women's National Soccer Team Players Association*

**Index of Exhibits to WNPTA's Opposition to USSF's Motion for an Expedited
Initial Status Conference**

Exhibit	Description
Exhibit A	US Soccer FY 2015 Financial Statements (September 24, 2015)
Exhibit B	Memorandum of Understanding (March 19, 2013)
Exhibit C	2005 Collective Bargaining Agreement/Uniform Player Agreement
Exhibit D	Excerpts from John Langel's Arbitration Testimony
Exhibit E	John Langel Arbitration Testimony Confidentiality Stipulation
Exhibit F	NLRA Section 8(b)(3) and 8(d) Notice (December 23, 2015)

EXHIBIT A

United States Soccer Federation, Inc.

Financial Statements

Years Ended March 31, 2015 and 2014

United States Soccer Federation, Inc.

Financial Statements
Years Ended March 31, 2015 and 2014

United States Soccer Federation, Inc.

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Independent Auditor's Report

The National Board of Directors
United States Soccer Federation, Inc.
Chicago, Illinois

We have audited the accompanying financial statements of United States Soccer Federation, Inc. (the "Federation"), which comprise the statements of financial position as of March 31, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of United States Soccer Federation, Inc. as of March 31, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

BDO USA, LLP
Chicago, Illinois
September 24, 2015

Financial Statements

United States Soccer Federation, Inc.

Statements of Financial Position

<i>March 31,</i>	2015	2014
Assets		
Current Assets		
Cash	\$ 13,192,602	\$ 7,771,167
Cash held in escrow	2,203,146	772,111
Short-term investments - cash equivalents	-	6,278,349
Accounts receivable, net of allowances for doubtful accounts of \$100,000 in 2015 and 2014	16,219,931	8,229,181
Prepaid expenses and advances	2,305,143	4,202,543
Total Current Assets	33,920,822	27,253,351
Long-term receivable	500,000	-
Long-term prepaid expenses	2,677,944	2,952,605
Investments		
Undesignated	61,446,648	60,884,549
Designated - option plan	1,824,704	1,731,463
Software development costs, net of accumulated amortization	234,606	355,618
Property and equipment, net of accumulated depreciation and amortization	3,520,011	3,730,480
Total Noncurrent Assets	70,203,913	69,654,715
Total Assets	\$ 104,124,735	\$ 96,908,066

United States Soccer Federation, Inc.

Statements of Financial Position

<i>March 31,</i>	2015	2014
Liabilities and Net Assets		
Current Liabilities		
Accounts payable and accrued expenses	\$ 9,699,832	\$ 11,433,408
Deferred revenue		
Sponsorship	4,000,000	3,687,477
Games	2,883,578	3,653,136
Referee registration	1,594,786	1,634,743
Coaching	472,325	642,897
Other	566,746	505,816
Total Current Liabilities	19,217,267	21,557,477
Deferred compensation - option plan	1,824,704	1,731,463
Total Noncurrent Liabilities	1,824,704	1,731,463
Total Liabilities	21,041,971	23,288,940
Net Assets		
Unrestricted:		
Undesignated	59,344,918	48,643,816
Designated - player development	22,697,846	22,697,846
Total Unrestricted	82,042,764	71,341,662
Temporarily Restricted	1,040,000	2,277,464
Total Net Assets	83,082,764	73,619,126
Total Liabilities and Net Assets	\$ 104,124,735	\$ 96,908,066

See accompanying notes to financial statements.

United States Soccer Federation, Inc.

Statements of Activities

Year ended March 31,	2015			2014		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues						
Registration and affiliation fees:						
Youth	\$ 4,133,910	\$ -	\$ 4,133,910	\$ 4,057,588	\$ -	\$ 4,057,588
Referee	2,933,217	-	2,933,217	2,902,803	-	2,902,803
Professional	1,254,972	-	1,254,972	1,238,944	-	1,238,944
Amateur	519,184	-	519,184	529,928	-	529,928
Coaches	280,535	-	280,535	209,856	-	209,856
	9,121,818	-	9,121,818	8,939,119	-	8,939,119
Sponsorship, television, licensing, and royalties	37,058,657	500,000	37,558,657	28,696,884	-	28,696,884
National Teams' game revenues	34,009,091	-	34,009,091	22,555,136	2,137,464	24,692,600
International game revenues	8,024,177	-	8,024,177	5,225,021	-	5,225,021
Player development revenue	5,936,183	400,000	6,336,183	3,841,327	140,000	3,981,327
Coaching school courses	1,897,399	-	1,897,399	1,780,723	-	1,780,723
Open Cup	1,080,298	-	1,080,298	1,193,912	-	1,193,912
Olympic Committee funding	761,617	-	761,617	745,452	-	745,452
USA Bid Committee	-	-	-	456,295	-	456,295
Annual general meeting	22,251	-	22,251	53,350	-	53,350
Fundraising	1,313,862	-	1,313,862	33,900	-	33,900
Other	418,509	-	418,509	766,909	-	766,909
Net assets released from restrictions	2,137,464	(2,137,464)	-	-	-	-
	101,781,326	(1,237,464)	100,543,862	74,288,028	2,277,464	76,565,492
Expenses						
National Teams	69,718,886	-	69,718,886	50,823,920	-	50,823,920
Management expenses	15,269,512	-	15,269,512	10,928,303	-	10,928,303
Referee program	3,536,783	-	3,536,783	2,788,204	-	2,788,204
Coaching program	2,761,294	-	2,761,294	2,437,392	-	2,437,392
National Board of Directors' and committees' expenses	444,773	-	444,773	1,256,142	-	1,256,142
Open Cup	1,002,711	-	1,002,711	959,038	-	959,038
Annual general meeting expenses	502,200	-	502,200	837,473	-	837,473
	93,236,159	-	93,236,159	70,030,472	-	70,030,472
Change in net assets before investment income	8,545,167	(1,237,464)	7,307,703	4,257,556	2,277,464	6,535,020
Investment income (including net unrealized appreciation of \$867,706 and \$2,532,574 in 2015 and 2014, respectively)	2,155,935	-	2,155,935	2,989,200	-	2,989,200
Increase in Net Assets	10,701,102	(1,237,464)	9,463,638	7,246,756	2,277,464	9,524,220
Net Assets, at beginning of year	71,341,662	2,277,464	73,619,126	64,094,906	-	64,094,906
Net Assets, at end of year	\$ 82,042,764	\$ 1,040,000	\$ 83,082,764	\$ 71,341,662	\$ 2,277,464	\$ 73,619,126

See accompanying notes to financial statements.

United States Soccer Federation, Inc.

Statements of Cash Flows

<i>Year ended March 31,</i>	2015	2014
Cash Flows From Operating Activities		
Increase in net assets	\$ 9,463,638	\$ 9,524,220
Adjustments to reconcile increase in net assets to net cash (used in) provided by operating activities:		
Depreciation and amortization	408,001	397,778
Amortization of software development costs	191,567	152,500
Investment income	(2,115,589)	(2,989,200)
Changes in operating assets and liabilities		
Cash held in escrow	(1,431,035)	390,286
Accounts receivable	(8,490,750)	2,766,185
Prepaid expenses and advances	2,172,061	(2,551,295)
Accounts payable and accrued expenses	(1,733,576)	3,149,944
Deferred revenue	(606,634)	(1,792,763)
Deferred compensation - option plan	93,241	249,402
Net cash (used in) provided by operating activities	(2,049,076)	9,297,057
Cash Flows From Investing Activities		
Purchases of investments	-	(8,000,000)
Proceeds from sales of investments	7,738,598	-
Capitalization of software development costs	(70,555)	(163,816)
Purchases of property and equipment	(197,532)	(59,470)
Net cash provided by (used in) investing activities	7,470,511	(8,223,286)
Net Increase in Cash	5,421,435	1,073,771
Cash, at beginning of year	7,771,167	6,697,396
Cash, at end of year	\$ 13,192,602	\$ 7,771,167

United States Soccer Federation, Inc.

Notes to Financial Statements

1. Nature of Operations

The United States Soccer Federation, Inc. (the “Federation”) was incorporated in New York on June 29, 1914, as a nonprofit corporation. The purpose of the Federation is to promote and govern the game of soccer in the United States of America.

The Federation is affiliated with the Fédération Internationale de Football Association (“FIFA”), which is the world-governing body of soccer and is comprised of the various national soccer associations. FIFA is responsible for promoting and organizing the game of soccer throughout the world.

The Federation is recognized as the National Governing Body of Soccer in the United States of America by FIFA and the United States Olympic Committee (“USOC”), as provided by the Ted Stevens Olympic and Amateur Sports Act.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates.

Basis of Presentation

These financial statements report amounts separately by class of net assets. The separate classes of assets are defined as unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Unrestricted net assets include all resources that are not subject to contributor-imposed restrictions. Unrestricted net assets also include board-designated funds. Temporarily restricted net assets include resources that are subject to contributor stipulations that limit the use of the contributed assets. When a contributor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions (see Note 6).

The Federation currently has no permanently restricted net assets.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted net assets depending on the existence or nature of any contributor restrictions. All contributions are considered to be available for unrestricted use unless specifically restricted by the contributor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a temporary restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Federation presents restricted contributions whose restrictions are met in the same reporting period as unrestricted contributions.

United States Soccer Federation, Inc.

Notes to Financial Statements

Cash

The Federation considers all unrestricted highly liquid financial instruments with an original maturity of three months or less to be cash. The Federation maintains its cash in bank deposit accounts at JPMorgan Chase Bank, which at times may exceed federally insured limits. The Federation has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risk on cash.

Cash Held in Escrow

The Federation receives cash deposits (“escrow funds”) from the organizers of impending international games. After the international games to which the deposits relate are played and game reports filed, the Federation distributes the deposits, plus other fees received, to the appropriate recipients. These funds are distributed based on a predetermined percentage of the total ticket sales for each respective international game. One of the principal recipients of such distributions is the Federation.

Accounts Receivable

Accounts receivable are comprised primarily of Men’s and Women’s National Teams game revenue, player registration fees, and contractual marketing revenue. The Federation closely reviews all outstanding accounts receivable and follows up on all delinquent amounts in a timely manner. Delinquency status is determined based on the recent payment history of the customer. Amounts are considered uncollectible only when the customer is unable to provide collateral for the amount outstanding or commit to a payment plan.

Investments

Investments are carried at estimated fair value according to the guidance in the Fair Value Measurements and Disclosures Topic of the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC 820-10”). Under this guidance, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the “exit price”) in an orderly transaction between market participants at the measurement date. The fair value of the Federation’s investments is generally based on year-end published quotations. The Federation is permitted to measure the fair value of an investment that does not have a readily determinable fair value based on the net asset value per share (“NAV”) of the investment as a practical expedient, without further adjustment, unless it is probable that the investment will be sold at a value significantly different from the NAV. If the practical expedient NAV is not as of the reporting entity’s measurement date, then the NAV is adjusted to reflect any significant events that may change the valuation. These prices are only used for financial statement reporting purposes and do not necessarily represent the ultimate realizable values of such securities.

Cash, securities transactions receivable, and obligations are carried at cost, which approximates fair value because of the short maturity of these instruments.

Marketable securities, including cash equivalents and U.S. and non-U.S. equities, are reflected at market values based on quoted prices. Fixed income securities, including U.S. government and corporate obligations, traded in active markets on national and international securities exchanges are valued at closing prices on the last business day of each period presented. Securities traded in markets that are not considered active are valued based on quoted market prices, broker or

United States Soccer Federation, Inc.

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dealer quotations, or alternative pricing sources with reasonable levels of transparency. Securities that trade infrequently and therefore have little or no price transparency are valued using the Federation's investment managers' best estimates. In general, corporate bonds are valued based on yields currently available on comparable securities of issuers with similar credit ratings. Investments in U.S. government bonds are estimated using best available trade data.

The Federation has two limited liquidity investments which are stated at estimated fair value. Limited liquidity investments are made under agreements to participate in private companies and commingled funds and are generally subject to certain withdrawal restrictions. These interests are valued on the basis of the Federation's equity in the net assets of such investments or equivalent measure of pooled investments. Values for these investments, which may include investments in both nonmarketable and market-traded securities, are provided by the administrator of the investment and may be based on appraisals, market values discounted for concentrations of ownership, or other estimates. Because of the inherent uncertainty of valuing the investments in private companies and certain of the underlying investments held in commingled funds, the Federation's estimate of fair value may differ significantly from the values that would have been used had a ready market for the investments existed. The financial statements of the Federation's limited liquidity investments are audited annually by independent public accounting firms. Given the inherent risks associated with these types of investments, there can be no guarantee that there will not be widely varying gains or losses on these investments in future periods.

Investment sales and purchases are recorded on a trade-date basis, which results in both investment receivables and payables on unsettled investment trades. Dividend income is recorded based upon the ex-dividend date, and interest income is recorded as earned on an accrual basis. Realized and unrealized gains and losses from changes in market values are reflected in the statements of activities. Investment income is reported net of related expenses, including custodial fees and investment advisory fees of \$269,742 and \$253,723 during the years ended March 31, 2015 and 2014, respectively.

The Federation's investments are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to these risk factors, it is possible that changes in the value of investments could occur in the near term that could materially affect the amounts reported in the financial statements.

Property and Equipment

Property and equipment, including leasehold improvements, are recorded at cost net of accumulated depreciation and amortization. Significant property and equipment purchases are capitalized; expenditures for repairs and maintenance are charged to expense as incurred. Depreciation and amortization are provided on a straight-line basis over estimated useful lives of five years for furniture, equipment and vehicles, three years for computer equipment and software, 20 years for building and building improvements and the shorter of the useful life or the lease term for leasehold improvements.

Software Development Costs

Software development costs, including website development costs, associated with the research phase to create new computer software for internal use are expensed as incurred. Certain costs incurred during the development phase, including software design and configuration, coding, installation, and testing are capitalized. Amortization of capitalized software development costs

United States Soccer Federation, Inc.

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begins when the computer software is ready for its intended use, and is recorded on the straight-line basis over the estimated useful life of the software of three years. The Federation capitalized \$70,555 and \$163,816 during the years ended March 31, 2015 and 2014, respectively.

Revenue Recognition

Registration and Affiliation Fees

All member organizations of the Federation that register players are required to pay a player registration fee, which is determined by whether a player is registered as a youth or adult player. Fees paid to the Federation are \$1.00 for each youth player registered and \$2.00 for each adult player registered. The revenue for these fees is recognized when collected. Referee registration fees are recognized over the applicable term, which is the calendar year. Professional teams' fees are recognized over the seasons to which the fees relate.

Coaching School Courses

Coaching school fees are recognized in the period in which the school session is held.

Olympic Committee Funding

The United States Olympic Committee provides grants to the Federation to support its mission as the National Governing Body of Soccer in the United States. Funding from the USOC is recognized as temporarily restricted revenue when received and reclassified as net assets released from restrictions in the statement of activities when the amounts are expended.

National Teams' Games and International Games

National Teams' games and international games revenue is recognized in the period (fiscal year) in which the games are played. The Federation recognizes revenue earned from international games net of amounts remitted to third parties.

Sponsorship, Television, Licensing and Royalties

The Federation has two major agreements relating to its marketing rights: a marketing representation agreement with Soccer United Marketing ("SUM") and a sponsorship and license agreement with Nike, Inc. ("Nike"). Revenue from these agreements is recognized as earned, according to the terms of the agreements (See Note 3).

Open Cup

Dating back to 1914, the U.S. Open Cup is the oldest cup competition in United States soccer and is among the oldest in the world. Open to all affiliated amateur and professional teams in the United States, the annual U.S. Open Cup is a single-elimination tournament organized and run by the Federation. The 2014 tournament, which was held from May 2014 through September 2014, had 80 teams participate. Revenue from the tournament is recognized from team entry and hosting fees received.

United States Soccer Federation, Inc.

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Player Development

Player development revenue is recognized from the amortization of a multi-year Player Development Grant from Nike, an annual grant from FIFA, and Development Academy Club registrations.

USA Bid Committee

Funds were received in the form of a donation from the final dissolution of the USA Bid Committee, which was organized to promote the sport of soccer within the United States and organize a bid to host a future Fédération Internationale de Football Association Men's World Cup within the United States.

Development and Fundraising

In support of its non-profit mission, the Federation actively seeks philanthropic contributions from individuals and family foundations. The process to cultivate these donations includes many different opportunities that already have a revenue component, including VIP experiences for MNT and WNT events, the World Cup Patrons Program, fundraisers, and networking events held throughout the United States.

Professional Referee Organization LLC ("PRO")

The Federation has a 25% participation in PRO that is recorded using the equity method of accounting. The loss from the investment is included in referee program expense in the statements of activities (See Note 9). At March 31, 2015 and 2014, there was no amount recorded as an investment in PRO.

Reclassifications

For comparability purposes, the 2014 financial statements reflect reclassifications where appropriate to conform to the financial statement presentation used in 2015.

Subsequent Events

The Federation has evaluated subsequent events through September 24, 2015, the date the financial statements were available to be issued. No material subsequent events have occurred through September 24, 2015 that required recognition or disclosure in these financial statements, other than as disclosed.

3. Sponsorship Agreements

Soccer United Marketing

In January 2004, the Federation entered into a marketing representation agreement with Soccer United Marketing with a term ending in December 2010. In October 2007, the term of this agreement was extended through December 31, 2014. Since January 1, 2015, the Federation is operating under a memorandum of understanding with SUM while a new agreement is formalized. In accordance with this agreement, the Federation receives annual cash compensation that is recognized evenly over the calendar year to which the compensation relates. After certain

United States Soccer Federation, Inc.

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revenue limits are reached, additional funding above the annual guarantee can be realized based on revenue sharing provisions within the agreement. The Federation recognizes revenue earned under this agreement net based on amounts received from SUM. Most sponsorship, television, licensing and royalty revenues (excluding Nike) are paid to SUM. Revenue under the agreement totaled \$18,305,172 and \$15,433,754 for the years ended March 31, 2015 and 2014, respectively. This includes \$5,462,068 and \$6,683,750 of revenue sharing for the respective fiscal years.

Nike

In October 1997, the Federation entered into a sponsorship and license agreement with Nike with a term of 10 years. This agreement was amended effective January 1, 2004 with a revised termination date of December 31, 2014. In accordance with the agreement, the Federation received annual base compensation that was recognized evenly over the calendar year to which the compensation related, and performance bonus payments and merchandise royalties that were recognized as earned. The agreement also called for Nike to provide the Federation with an equipment allotment annually, which was recognized as revenue at estimated wholesale prices (fair value) and an offsetting expense when the equipment was received by the Federation. In addition, the agreement called for the Federation to receive a commitment bonus that was designated for specific programs. The commitment bonus was due to the Federation in specified amounts during the term of the agreement, which was recognized evenly over the remaining term from the point received.

On November 8, 2013, the Federation entered into a new sponsorship and license agreement with Nike, which is effective from January 1, 2015 through December 31, 2022. Over the term Nike will pay the Federation cash compensation including annual base compensation, minimum royalty guarantee payments, and discretionary funds. The agreement also provides for annual product supply allowances for the national teams' players, coaches, and staff members. Additionally, the agreement provides for performance bonuses based on the MNT and WNT performance at various competitions.

For the year ended March 31, 2015, revenue under the agreement totaled \$20,355,628, which includes \$10,000,000 of base compensation, \$1,687,500 of commitment bonus, \$3,862,043 of equipment, \$4,056,085 of merchandise royalties, \$500,000 of discretionary fund contributions, and \$250,000 of bonuses related to the Men's National Team's performance at the 2014 FIFA World Cup. For the year ended March 31, 2014, revenue under the agreement totaled \$15,056,470, which includes \$8,750,000 of base compensation, \$2,250,000 of commitment bonus, \$3,467,657 of equipment, and \$588,813 of merchandise royalties.

United States Soccer Federation, Inc.

Notes to Financial Statements

4. Investments and Fair Value Measurements

Under the Federation's investment policy, the Board of Directors has responsibility for approval of risk tolerance level, appropriate asset allocation, and investment consultants utilized. The finance department, with oversight from the Chief Executive Officer, has been delegated the responsibilities of reviewing and tracking the Federation's investments, working and communicating on a day-to-day basis with the investment consultants, managers, and other professionals, and reporting results at a minimum of once per year to the Board of Directors. There were no changes in fiscal years 2015 and 2014 to the investment policy.

Investment income consists of the following:

<i>Year ended March 31,</i>	2015	2014
Investment dividends and interest	\$ 290,164	\$ 162,968
Fees	(269,742)	(253,723)
Net realized gains	1,267,807	547,381
Net change in unrealized appreciation of investments	867,706	2,532,574
	\$ 2,155,935	\$ 2,989,200

The Federation follows ASC 820-10, "Fair Value Measurements," which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair value measurements.

Fair value measurement is based on a hierarchy of observable or unobservable inputs. The standard describes three levels of inputs that may be used to measure fair value.

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date;

Level 2 - Inputs to the valuation methodology other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and the fair value can be determined through the use of models or other valuation methodologies; and

Level 3 - Inputs to valuation methodology are unobservable inputs in situations where there is little or no market activity of the asset and liability and the reporting entity makes estimates and assumptions relating to the pricing of the asset or liability including assumptions regarding risk. The Federation had no investments categorized as Level 3 at March 31, 2015 and 2014.

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United States Soccer Federation, Inc.

Notes to Financial Statements

The following tables set forth, by level within the fair value hierarchy, the Federation's financial assets that were accounted for at fair value on a recurring basis as of March 31, 2015 and 2014. As required by ASC 820-10, assets and liabilities are classified in their entirety based on the lowest level input that is significant to the fair value measurement. The Federation's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect its placement within the fair value hierarchy levels.

Description	Recurring Fair Value Measurements At Reporting Date Using:			
	Fair Value as of March 31, 2015	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments:				
Common stocks				
Large cap	\$ 4,866,895	\$ 4,866,895	\$ -	\$ -
Mid cap	1,450,110	1,450,110	-	-
Small cap	1,167,061	1,167,061	-	-
International	5,318,293	5,318,293	-	-
REITs	2,198,237	2,198,237	-	-
Corporate bonds	11,738,208	-	11,738,208	-
U.S. treasuries	7,713,699	-	7,713,699	-
Municipal bonds	184,480	-	184,480	-
Bank loan fund	3,386,354	-	3,386,354	-
Mortgage-backed securities	8,009,830	-	8,009,830	-
USOE Investment	5,812,964	-	5,812,964	-
Corporate Credit Investment Fund	8,023,227	-	8,023,227	-
Equity mutual funds	1,824,704	1,824,704	-	-
	\$ 61,694,062	\$ 16,825,300	\$ 44,868,762	\$ -

Description	Recurring Fair Value Measurements At Reporting Date Using:			
	Fair Value as of March 31, 2014	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments:				
Money market funds	\$ 6,278,349	\$ 6,278,349	\$ -	\$ -
Common stocks				
Large cap	4,393,416	4,393,416	-	-
Mid cap	1,279,676	1,279,676	-	-
Small cap	1,112,000	1,112,000	-	-
International	5,420,085	5,420,085	-	-
REITs	1,800,167	1,800,167	-	-
Corporate bonds	11,202,423	-	11,202,423	-
U.S. treasuries	7,848,369	-	7,848,369	-
Municipal bonds	210,991	-	210,991	-
Bank loan fund	3,311,970	-	3,311,970	-
Mortgage-backed securities	7,266,926	-	7,266,926	-
Commodity ETF's	1,781,153	-	1,781,153	-
USOE Investment	5,554,307	-	5,554,307	-
Corporate Credit Investment Fund	8,145,495	-	8,145,495	-
Equity mutual funds	1,731,463	1,731,463	-	-
	\$ 67,336,790	\$ 22,015,156	\$ 45,321,634	\$ -

United States Soccer Federation, Inc.

Notes to Financial Statements

Not included in the above tables is \$1,577,290 and \$1,557,571 in cash and cash equivalents held on deposit by investment custodian JPMorgan Chase Bank as of March 31, 2015 and 2014, respectively. The Federation's policy is to evaluate the classification of Level 1, 2 and 3 assets at the end of each reporting period. The Federation's policy is to record transfers in or out of the levels at the fair value of the investment on the date of the transfer.

The following tables provide information as to investments with redemption restrictions.

<i>March 31, 2015</i>	Fair Value	Unfunded Commitments	Redemption Frequency (If currently eligible)	Redemption Notice Period
Corporate Credit Investment Fund (a)	\$ 8,023,227	\$ -	Monthly	30 days
U.S. Olympic Endowment Investment (b)	5,812,964	-	Continuous	90 days
Total	\$ 13,836,191	\$ -		

<i>March 31, 2014</i>	Fair Value	Unfunded Commitments	Redemption Frequency (If currently eligible)	Redemption Notice Period
Corporate Credit Investment Fund (a)	\$ 8,145,495	\$ -	Monthly	30 days
U.S. Olympic Endowment Investment (b)	5,554,307	-	Continuous	90 days
Total	\$ 13,699,802	\$ -		

(a) Corporate Credit Investment Fund

This includes the Federation's investment in Class A shares of a fund under the umbrella of an open-ended investment company based in Ireland. The investment objective of the fund is to achieve attractive total returns through both capital appreciation and current income through the portfolio of investments in publicly traded and privately held securities, loans, derivatives, and other investments. The fair value of this investment has been estimated using the net asset value per share of the investment as reported by the investment fund. Redemptions can be made monthly at net asset value, upon 30 days notice. Redemptions are paid within 45 days of the date the redemption is transacted, however payment of redemptions may be further delayed due to redemption restrictions of certain underlying investments. Partial redemptions are required to be at a minimum of \$250,000 and cannot cause the total investment holding to be less than \$500,000. The Federation does not have any open commitments to make additional investments to the fund at March 31, 2015.

(b) U.S. Olympic Endowment Investment

This represents the Federation's investment in the United States Olympic Endowment's (f/k/a United States Olympic Foundation; "USOE") investment portfolio in a pooled investment account. The underlying securities of the pooled investment account are comprised of cash, common stocks, corporate bonds, mutual funds, U.S. Treasury notes, convertible securities, hedge equity funds, limited partnerships, real estate funds, private equity funds, bond fund trusts and fund of funds. The fair value of this investment has been estimated using the net asset value per share of the investment as reported by the investment fund. Redemptions can be made at any time at net asset value, upon 90 days notice. The Federation does not have any open commitments to make additional investments to the fund at March 31, 2015.

United States Soccer Federation, Inc.

Notes to Financial Statements

5. Property and Equipment

A summary of property and equipment is as follows:

<i>March 31,</i>	2015	2014
Building	\$ 417,759	\$ 417,759
Building improvements	152,611	152,611
Furniture and equipment	2,486,265	2,288,733
Vehicles	82,037	82,037
Leasehold improvements (Note 8)	5,922,145	5,922,145
	9,060,817	8,863,285
Less accumulated depreciation and amortization	(5,540,806)	(5,132,805)
	\$ 3,520,011	\$ 3,730,480

6. Restrictions of Net Assets

Temporarily restricted net assets are available as follows:

<i>March 31,</i>	2015	2014
For MNT 2014 FIFA World Cup	\$ -	\$ 2,137,464
For initiatives in the Federation's discretion	500,000	-
For Grassroots Program	200,000	100,000
For MNT 2018 FIFA World Cup	300,000	-
For youth player development	40,000	40,000
	\$ 1,040,000	\$ 2,277,464

The above contributions were received during fiscal years 2015 and 2014 for the purposes or programs as noted. Funds from fiscal 2014 contributions were spent toward the restricted purposes during fiscal 2015, except for the \$100,000 received for the Grassroots Program and the \$40,000 received for youth player development. Funds from fiscal 2015 contributions are expected to be spent toward the restricted purpose during fiscal 2016, except for the \$500,000 received from Nike in discretionary funds and the \$300,000 received from FIFA for the 2018 FIFA World Cup. The Nike funds are expected to be received in equal amounts in January 2017 and 2018, at which time they will be released from restriction.

7. Income Taxes

The Federation qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, accordingly, is only subject to federal or state income taxes on specific types of income from activities that are unrelated to its exempt purpose. The Federation had no income from unrelated activities and has no income taxes due as of March 31, 2015 and 2014.

The Federation's application of ASC 740 regarding uncertain tax positions had no effect on its financial position as management believes the Federation has no material unrecognized income tax benefits, including any potential risk of loss of its not-for-profit tax status. The Federation would account for any potential interest or penalties related to possible future liabilities for unrecognized income tax benefits as income tax expense. The Federation is no longer subject to examination by federal, state or local tax authorities for periods before 2011.

United States Soccer Federation, Inc.

Notes to Financial Statements

8. Commitments and Contingencies

From time to time, the Federation is involved in litigation that arises in the ordinary conduct of its business. The Federation believes that any such litigation will not have a material adverse impact on the financial position or the results of operations as of March 31, 2015 and 2014, or for the fiscal years then ended.

The Federation provides benefits under The U.S. Soccer Federation Option Plan (the "Plan"), effective January 1, 1999, which is designed to accumulate retirement funds for the CEO/Secretary General. The Plan allows the participant to defer up to 100% of his compensation for the right to buy a variety of mutual funds equal to the deferred compensation he would have otherwise received. The Plan is administered by the Federation. The fair value of the underlying securities purchased to cover the options was \$1,824,704 and \$1,731,463 as of March 31, 2015 and 2014, respectively. The balance is reflected as an investment and a liability within the statement of financial position, and changes in fair value are recorded as investment income and expense. Until such time as the IRS regulations are amended or changed, no further options of this type will be granted.

Sponsorships

The Federation has negotiated sponsorship contracts and training facility agreements with various entities pursuant to which such entities provide cash, equipment and/or practice facilities for national teams and other activities over agreed-upon periods. The Federation is required to fulfill various obligations for the benefit of its sponsors and other entities under the sponsorship contracts. These obligations are recognized in the Federation's financial statements as they are incurred.

Anschutz Southern California Sports Complex

The Federation has entered into a long-term agreement with Anschutz Southern California Sports Complex for the building of the National Training Center, which became effective February 20, 2002 and will continue for 25 years from that date. The agreement consists of a building lease with an annual lodging guarantee. The agreement provides for the Federation to pay an annual fee over the entire term of the lease, amounting to \$250,000 per year over the first three years of the lease, after which the fee is subject to annual Consumer Price Index increases. In conjunction with the agreement, the Federation was originally required to make capital improvements to the facility totaling at least \$6,000,000, but the total was reduced due to construction changes. As of March 31, 2015, the Federation has capitalized leasehold improvements totaling \$5,922,145, which are being amortized over the shorter of the useful life of the improvement or the life of the lease.

Frisco Stadium, LP

The Federation entered into a long-term agreement with Frisco Stadium, LP ("FSLP") for the use of Pizza Hut Park's training and educational facilities for the benefit of Federation national teams and other organizational members. The agreement became effective October 16, 2006 and continues through December 31, 2025. The Federation made four payments to FSLP to offset construction costs totaling \$5,000,000. This agreement is being treated as an exchange transaction with the payments being amortized to expense over the term of the agreement. The unamortized balance recorded as prepaid expense amounted to \$2,952,632 and \$3,227,288 at March 31, 2015 and 2014, respectively.

United States Soccer Federation, Inc.

Notes to Financial Statements

Leases

The Federation's leases are comprised of the Anschutz Southern California Sports Complex lease, as well as certain vehicle and equipment leases. The estimated future minimum lease payments under leases with terms in excess of one year are as follows.

Year ending March 31,

2016	\$	408,432
2017		381,925
2018		347,412
2019		332,513
2020		338,499
2021 and thereafter		2,546,375
		\$ 4,355,156

Rental expense was \$419,890 and \$304,111 for the years ended March 31, 2015 and 2014, respectively.

9. Related Parties

The U.S. Soccer Foundation (the "Soccer Foundation") was organized on June 10, 1991 as a 501(c)(3) organization to assume the net assets of World Cup USA 1994. The Soccer Foundation's purpose is to manage the surplus funds from World Cup USA 1994 in order to create a permanent legacy for soccer in the United States through the funding of projects designated for long-term growth of the game in support of the Federation's vision to make soccer a preeminent sport recognized for excellence in participation, spectator appeal, international competition and gender equity. The Federation and the Soccer Foundation share three board members.

The National Soccer Hall of Fame (the "Hall of Fame"), with cooperation from the Federation, maintains the historical archives of American soccer and promotes soccer through educational programs and newsletters. The Hall of Fame is an organization exempt from income taxes pursuant to Section 501(c)(3) of the Internal Revenue Code. The Federation and the Hall of Fame share three board members.

The USA Bid Committee, Inc., organized on January 7, 2009 to promote the sport of soccer within the United States and explore the possibility of organizing a bid to host a future Fédération Internationale de Football Association Men's World Cup within the United States, ceased daily operations as of December 31, 2010 and was dissolved as an entity on December 31, 2013.

The CA2016 Local Organizing Committee LLC, a single-member LLC owned by the Federation and formed on October 29, 2014, was established in conjunction with the Federation's agreement with The Confederation of North, Central America and Caribbean Association Football ("CONCACAF"), for the purpose of organizing and promoting the Copa America Centenario 2016 tournament to be held in the United States in June 2016. Under the agreement, the Federation was established as the official and exclusive local organizing committee to host and stage the tournament. In consideration for the services provided by the Federation under the agreement, the Federation is entitled to receive a share of the ticketing and stadium revenues generated by the tournament games. On March 13, 2015, the Federation loaned \$500,000 to COPA 2016, LLC as a startup loan, which will be reimbursed by COPA 2016, LLC.

United States Soccer Federation, Inc.

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National Women's Soccer League, LLC ("NWSL") was formed on December 12, 2012 and functions as a professional women's soccer league. The Federation was appointed as Manager of NWSL, which provides that the Federation will perform all management, governance, operational, administrative, and advisory services for NWSL. The management agreement is currently effective through December 31, 2015. In addition, the Federation's headquarters in Chicago is functioning as the principal office of the NWSL. The Federation does not receive any management fees or rent from NWSL as part of the arrangement. The Federation is not a Member to the LLC agreement, but rather the NWSL is equally owned by its nine member teams. The Federation and NWSL do not share any board members.

Professional Referee Organization LLC was formed on April 27, 2012 and commenced operations in November 2012. PRO was formed for the purpose of administering a professional soccer referee program in the United States, and to improve the quality of professional refereeing in North America through training administered by the program. The Federation is a member to the LLC agreement along with Major League Soccer, LLC ("MLS"). The agreement provides that the Federation is obligated to make an annual contribution as determined based on a percentage of defined Shared Expenses, as well as 100% of certain non-shared expenses, over the term of PRO, which is initially five years with an option of the members to mutually extend the term for an additional five years. The contribution requirement is determined on PRO's calendar-year basis. For calendar 2013, the Federation was required to make a minimum capital contribution for shared expenses of \$1,100,000, with a maximum capital contribution of \$1,400,000. For all calendar years during the term of the agreement the minimum and maximum capital contribution amounts increase by 3% over the prior year. The Federation incurred approximately \$1,307,000 and \$1,078,000 of expenses related to PRO during fiscal 2015 and 2014, respectively.

10. National Teams

National Teams' expenses were as follows:

<i>Year ended March 31,</i>	2015	2014
Youth National Teams and Player Development	\$ 14,394,385	\$ 12,518,368
Men's National Team	31,116,527	18,725,425
Women's National Team	10,307,142	8,267,453
National Team Coaching	6,422,583	5,413,708
Equipment and Supplies	3,862,043	3,467,657
Event Management	740,631	706,408
National Training Center	487,214	388,913
Paralympic National Team	507,643	380,335
National Women's Soccer League	1,431,892	670,678
Futsal National Team	195,795	70,595
Beach Soccer National Team	253,031	214,380
	\$ 69,718,886	\$ 50,823,920

United States Soccer Federation, Inc.

Notes to Financial Statements

11. Defined-Contribution Plan

The Federation has a 401(k) defined-contribution plan that is available to most full-time employees, excluding employees covered by collective bargaining agreements, who have met certain length-of-service requirements. The Plan provides for deferred salary contributions by the Plan participants and discretionary matching contributions by the Federation up to a maximum of 6% of eligible compensation. There were no discretionary matching contributions for fiscal years 2015 and 2014. In addition, the Federation makes a non-elective Safe Harbor contribution of 3% of eligible compensation. Contributions by the Federation were \$245,116 and \$203,640 for the years ended March 31, 2015 and 2014, respectively.

12. Labor Agreements

The players on the Men's and Women's National Teams are covered by collective bargaining agreements ("CBA"). The Men's National Team CBA expires on December 31, 2018. The Women's National Team CBA expired on December 31, 2012. There is currently a signed Memo of Understanding in place while the full details of the new Women's National Team CBA are being negotiated.

EXHIBIT B

MEMORANDUM

TO United States Soccer Federation
FROM Women's National Team Players' Association
DATE March 19, 2013
RE Memorandum of Understanding

WNT Financial Terms:

- **Number of Players under Contract** – At all times there will be 24 WNT Players under contract (included within the 24 are injured Players, Players on maternity leave, and Players receiving severance payments).
- **One contract** – There will be one contract for WNT players covering both the WNT and the NWSL so that WNT Players will not need to enter into a contract with the NWSL. The parties will work in good faith to come to an agreement on the WNT Players' marketing and spokesperson duties related to the NWSL.
- **Tiers** – At all times there must be a minimum of 18 Tier 1 contracts. US Soccer retains the same ability to terminate contracted players, subject to the new severance provisions. With the exception noted below for 2013, US Soccer retains the same ability to move players from one tier to another as of July 1 each year, based on performance but at all times there will be no less than 18 Tier 1 players. Except as provided below, there may be no more than a maximum of 4 Tier 3 contracts. Any decision to tier a player at Tier 3 should be based on ability. The only time there may be more than 4 Tier 3 contracts is if the total number of players under contract (including players receiving severance payments, if any) exceeds 24.

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- **WNT Salaries** – Salaries will increase 15%, but there will be no increase on a yearly basis:
 - \$72,000 for Tier 1
 - \$51,000 for Tier 2
 - \$36,000 for Tier 3

- **Salary if there is no league** – If there is no league salary (i.e., if there is no league during any year of the quad) the salary increase for the WNT will increase by 15% over the “no league” salary under the last quad:
 - \$101,000 for Tier 1
 - \$72,000 for Tier 2
 - \$43,000 for Tier 3

- **“No League” Salary** – The “no league” salary listed above will be offered: (i) if there is no league, or (ii) if US Soccer has “pulled out” of the league (we will work in good faith to come to an agreement on how to define whether US Soccer has “pulled out” of the league). If either of the two scenarios occurs, players will receive the “no league” salary regardless whether they choose to play for a club in Europe or in the US, so long as they meet their WNT commitments.

- **Tier 1 Salaries in 2013** - Any player on the last Olympic and/or World Cup roster will be a Tier 1 player in 2013, if she is offered a contract in 2013. (Anyone currently on the team has a contract.) These players may not be moved down a tier in 2013, so long as they have a contract.

- **Tier 1 Salaries in 2015** – Any player on the World Cup roster in 2015 will be a Tier 1 player (effective the following pay period upon being named to the roster), if offered a contract.

- **Tier 1 Salaries in 2016** - Any player on the 2015 World Cup roster will begin 2016 at Tier 1, if she is offered a contract. In addition, any player on the Olympic roster in 2016 will be a Tier 1 player (effective the following pay period upon being named to the roster), if offered a contract.

- **Alternates** – Alternates on an Olympic or World Cup roster will be no less than Tier 2, and will start the subsequent year at least at Tier 2, if offered a contract for the subsequent year.

- **Floater** – Floaters will receive \$500/week for floater pay. The same roster payments under the prior CBA will apply, plus an 8% increase, except that the larger roster payment will not apply until the Floater is named to a 4th roster (rather the 3rd roster). There will be 30 floater days in the first year of the quad,

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and 25 days in each other year of the quad. Floater days will be on a 12 month rolling basis. Floater days will include travel and off days when with the team.

- **Ticket Revenue** – Payment of \$1.20 per/ticket sold to US Soccer-promoted home friendlies—under the same terms as the agreement with the men.
- **Win bonuses** – An 8% increase on the friendly win bonus, amounting to \$1,350.
- **World Cup and Olympic Silver placement bonus** – A 30% increase to \$32,500/player.
- **Victory Tour Gold bonus** – A 20% increase to \$1,800,000 paid to the player pool.
- **4th Place Finish at World Cup or Olympics** – A \$10,000 bonus if the team takes 4th Place in the World Cup or Olympics.
- **Other bonuses in US Soccer's Compensation Proposal are itemized along with other financial items in the attached term sheet.**
- **Meal money** –Meal money will be provided to WNT Players during any WNT event, including games, camps, practice, residency, etc. for times when team meals are not provided. This shall include travel days to and from the event.
- **WNT Chef** – US Soccer will address this issue with the Players on a case by case basis, taking into consideration such varying factors as the country hosting the tournament, the existing infrastructure in place, team chemistry and other criteria deemed to be important by the Coach.
- **Severance** – If US Soccer chooses to terminate a Player, she will receive three months' severance pay (the Player's services will not be required during those 3 months). Three months' severance will be applied at any time moving forward with the current contracted Players (this includes Keelin Winters, Stephanie Cox, and Heather Mitts).
- **Date of Contract Release Notice** – Because Players will receive 3 months' severance (as noted above), we will not need a date of contract release notice.
- **Players in Europe** – WNT Players based in Europe who are unable to participate in WNT programming on any other dates than what is currently provided for in the FIFA regulations shall not miss an agreed upon "disproportionate number of days." If a "disproportionate number of days" are missed, then the Player may receive a pro-rata reduction in salary for the time missed, but the Player's salary would never be less than 75% of the full salary as long as all FIFA release dates are met. The parties will discuss in good faith the reasonableness of the 75% figure if US Soccer "pulls out" of the NWSL and returns to a residency type program that requires the WNT players to spend more time with the WNT. WNT

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Players able to meet all of the release obligations for National Team duty, including additional days required by the Coach, will receive the full WNT salary. US Soccer does not believe this will be an issue for this year if the language in the Players' overseas contracts is as reviewed with the effected Players. The parties agree to work in good faith to define "disproportionate"—some examples are: (i) missing 5 days out of a 10-day camp surrounding a FIFA date; and (ii) missing FIFA dates. Until "disproportionate" is defined, no player will be docked pay.

- **Injury Protection** – Injured Players will receive 100% of their WNT and NWSL salary for the shorter of the length of the injury or one year from the date of the injury. Upon an injured WNT Player's return to the WNT, she will come back on 100% of the salary of the tier she was at prior to the injury for at least three months following her return.
- **Pregnancy** – Upon a Player's return, she will come back on 100% of the salary of the tier she was at prior to the pregnancy for at least three months. While the Player is on maternity leave she will receive 50% of her salary and her NWSL salary.
- **Victory Tour** – There will be a minimum of 10 Victory Tour games for Gold, and 3 for Silver/Bronze. All games in the same calendar year following a Bronze, Silver or Gold medal will be treated as Victory Tour games. However, consistent with what the parties have done in the past, the Parties understand and agree that, for logistical and/or FIFA-related reasons, the Victory Tour may rollover into the next calendar year. Players will be paid the Victory Tour payments even if games are not scheduled, and players must play in the ratios that existed in the prior CBA.
- **Recoupment payments** – US Soccer will not seek recoupment payments for the months of January 2013 and February 2013 from any of the 27 Players under the prior contract upon the signing of the new CBA.
- **Retroactive payments** – US Soccer will make retroactive payments for the months of January 2013, February 2013, and March 2013 to the 27 Players under the prior contract whose salaries improve upon the signing of the new CBA.
- **Insurance** - Health insurance (including vision) and dental insurance will be provided.
- **Term of WNT Contract** – 4 years
- **Sponsor Appearance Fee** – \$3,000
- **Sponsor Appearances** – US Soccer may but is not required to request an additional 5 sponsor appearances by Players per year. The same provisions regarding travel shall apply to travel for sponsor appearances.
- **Marketing** - This issue remains to be discussed. US Soccer and the PA will continue to work in good faith to come to an agreement on US Soccer's rights to

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use a Player's likeness with the understanding that no usage may promote a Player's endorsement of a US Soccer sponsor.

Lifestyles:

- **Day Care/Nanny Service –**
 - **WNT –** US Soccer will continue to provide the same benefits as under the last CBA regarding childcare for WNT Players on National Team duty, with the daily allowance per child increasing from \$18 to \$25.
 - **NWSL –** The NWSL will not provide day care/nanny service. However, US Soccer will discuss/arrange for this service with appropriate teams and work something out when three WNT players need it (e.g. Christie Rampone in NJ, and potentially Stephanie Cox and Amy Rodriguez when they are back).

- **Travel –** US Soccer will provide premium economy/economy plus seats when available; will provide aisle seats or window seats (per the Player's preference); and will provide direct flights when available. When a direct flight is not available, US Soccer will provide the fastest non-direct flight available. US Soccer will provide up to 2 triangular flights per year (for a Player's personal reasons, but not for Players' personal sponsor-fulfillment); these may be domestic or international flights. Players must notify the National Team General Manger of their requested flight itinerary within a reasonable amount of time of being called into the relevant camp. Under rules to be agreed upon, Players may leave from one city and return to another. Individual tickets must be upgradable so that a Player may use her own status/miles to upgrade if she chooses. Players must **have the option to opt out of group tickets, upon reasonable notice, if they plan to use miles/status to obtain an upgrade.** All of the aforementioned conditions (no middle seats, premium economy/economy plus seats) still apply when US Soccer is booking flights through group ticketing and when booking for US Soccer sponsor appearances. US Soccer will provide alternative travel arrangements when, for example, reasonable car service, rental car, or other transportation is most convenient for a Player.

Travel for the Olympics will be business class or charter, unless, by its own rules applied to all national teams, the USOC prohibits it. Travel for the World Cup/Qualifiers that exceeds 3 hours will be business class or charter.

In no event will a US Soccer staff member (other than the Head Coach) receive a more premium seat than a Player on the same flight.

- **Relocation Expenses –** Relocation expenses will be provided up to \$625 per Player each year and when traded with receipts. All other terms of relocation that existed under the prior CBA for residency apply (for example J, K, and L under "Additional Terms" of Exhibit A to the CBA).

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- **Tickets** – WNT tickets will be treated the same as under the prior CBA. Regarding the NWSL, Players will receive 4 tickets for home matches and 2 tickets for away games which is what all other NWSL players will receive.
- **Per Diem While in League** – NWSL per diem for WNT Players, which is the same as what their teammates in the NWSL will have, is: \$10 for breakfast, \$15 for lunch, and \$20 for dinner if the team chooses not to provide a team meal.
- **Limit on Number of Closed-Door Games** – Before US Soccer plans more than 4 closed-door games in any one year of the quad, it will meet with Player representatives to discuss the decision and will provide a reasonable explanation to the Players.
- **Agreed upon number of games and tournaments** – There will be no agreed upon required number of games and tournaments.
- **Salaried Players will receive a set amount of break time** – US Soccer will provide a reasonable allocation of break time outside of FIFA dates and critical preparation weeks leading up to events. The Players and the Head Coach will meet to discuss the schedule and the break time.
- **Training camps outside of residency** – Before US Soccer plans more than 2 training camps not tied to games in any one year of the quad, it will meet with Player representatives to discuss the decision and will provide a reasonable explanation to the Players.
- **Vehicles provided for the exclusive use of the Players during ALL camps/residency/and competitions** – When the team is outside of a city, US Soccer will provide 5 vans. When the team is in a city, the number of vans provided will be discussed with the Players in advance and resolved in good faith. If the Players and US Soccer cannot reach an agreement, 5 vans will be provided.
- **Trainers/PTs/Massage Therapists** – US Soccer will provide 2 trainers and 2 massage therapists at all National Team camps and games; at least one 1 of the trainers will be a registered Physical Therapist. The Players will have input into the staff hired. One full-time PT will act as a liaison between the Players, doctors, coaching staff, and US Soccer to ensure that technical and medical decisions can be made in the best interests of player health.

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League:

- **Defined criteria for League – Division 1**
- **League salaries for the current 27 WNT Players (inclusive of housing) –**

2013: \$50,000

2014: \$52,000

2015: \$54,000

2016: \$56,000

If over the course of the quad, any of the 27 current WNT Players loses her WNT contract, but then regains it, she will receive this NWSL salary if she plays in the NWSL while under contract with the WNT. This salary is limited to the current 27 WNT Players because they are being viewed as the founding Players.

- **League salaries for new salaried Players to the WNT (inclusive of housing) -**
"New" refers to any WNT Players who are not a part of the current 27 Players.

2013: \$40,000

2014: \$42,000

2015: \$44,000

2016: \$46,000

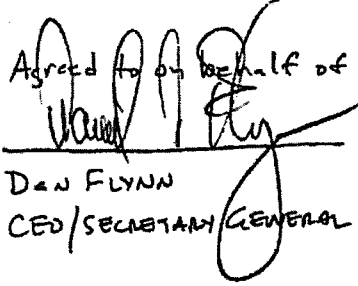
- **League salary in year 2 for a Player released by the WNT whose option is exercised for the second year –** In year 2, if the league wants to keep the option of retaining a Player released by the WNT, the League must make a qualified offer at the higher of (i) 65% of her NWSL compensation (salary plus housing), or (ii) at the highest paid non-WNT player (plus housing) in the League. The League must determine within 3 weeks of the conclusion of the relevant Team's season (but no later than August 31) whether it will make a qualified offer for a Player that is not given a WNT contract (understanding that this occurs before any decisions are made with respect to the Players' WNT contracts for the next year). The Team's qualified offer must include the maximum housing given to any non-WNT player. The Player who has been released from the WNT is free to play in Europe without a transfer fee.
- **Most Favored Player Status –** The parties will work in good faith to reach an agreement on a most-favored-player clause so that no non-WNT Player receives compensation (salary plus housing) greater than a WNT Player. In addition, a clause will be agreed upon whereby WNT Player salaries in the NWSL will increase proportionately to salaries (plus housing) paid to the highest-paid non-WNT players in the NWSL. The intent of such a clause will be to ensure that

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non-WNT player salary increases do not unreasonably outpace increases to WNT Players' salaries upon the success and growth of the NWSL.

- **NWSL payment schedule** – US Soccer will pay WNT Players their full NWSL salary during the season (versus over a 12-month calendar year).
- **Free Agency/Trades** – There will be no free agency unless free agency is created within the league. However, US Soccer (including the Head Coach) commits to meeting with any Players to address their NWSL situation and will make its best efforts to coordinate a trade, if US Soccer and the Player agree that a trade is in order. Included in that discussion would be whether it is appropriate for the Player to be playing in the NWSL in light of injuries (consider Abby's situation before the World Cup and Michelle Akers' 1999 situation).
- **Term NWSL Contract Upon Release from WNT** – If a WNT Player is released from her WNT contract, she remains on her contract with the NWSL for the remainder of that year.
- **Term of Teams' Rights to Players** – WNT Players have the option of choosing either of the two scenarios below (the player must inform her team by August 31, 2013 whether she intends to pursue Europe in year 2):
 - (i) opt to play in Europe in 2014, and return to the NWSL in years 2015 and 2016 (if there is still a viable league); or
 - (ii) commit to play in the NWSL in 2013 and 2014, and have the ability to opt to play in Europe in 2015 and/or 2016.
- **Quality of the NWSL** – After each year of the NWSL, US Soccer will sit down with the leadership of the PA and the Head Coach to discuss the quality of the NWSL.

Agreed to on behalf of U.S. Soccer:


DAN FLYNN
CEO/SECRETARY GENERAL


John B. Long
Attorney WNT PA

WNT CBA Financial Terms 2013-2017							
		2013-2016	2013-2016	%	2013-2016	2013-2016	%
		Players	Base Comp	Change	League	Total	Change
Salaried Players							
League	Tier 1	18	\$ 72,000	15.2%	\$ 50,000	\$ 122,000	
	Tier 2	2	\$ 51,000	16.6%	\$ 50,000	\$ 101,000	
	Tier 3	4	\$ 36,000	15.2%	\$ 50,000	\$ 86,000	
		24	\$ 64,250	19.2%	\$ 50,000	\$ 114,250	
No League	Tier 1	18	\$ 101,000	15.4%	\$ -	\$ 101,000	15.4%
	Tier 2	2	\$ 72,000	15.2%	\$ -	\$ 72,000	15.2%
	Tier 3	4	\$ 43,000	14.7%	\$ -	\$ 43,000	14.7%
		24	\$ 88,917	18.6%	\$ -	\$ 88,917	18.6%
Win Bonus						\$ 1,350	8.0%
Per Diem	Domestic					\$ 50	11.1%
	Int'l					\$ 60	9.1%
Floaters	Per week					\$ 500	60.0%
	Matches 1-3					\$ 1,350	8.0%
	Match 4 +					\$ 4,050	8.0%
	Win Bonus					\$ 1,350	8.0%
World Cup	Qualifying Bonus					\$ 15,000	20.0%
	Tournament Roster					\$ 15,000	20.0%
	Placement:						
	Gold					\$ 75,000	20.0%
	Silver					\$ 32,500	30.0%
	Bronze					\$ 20,000	60.0%
	4th					\$ 10,000	new
	Victory Tour:						
	Gold					\$ 1,800,000	20.0%
Silver - per player (3 games)					\$ 6,750	50.0%	
Bronze - per player (3 games)					\$ 6,250	50.0%	
Olympics	Qualifying Bonus					\$ 15,000	20.0%
	Tournament Roster					\$ 15,000	20.0%
	Placement:						
	First					\$ 75,000	20.0%
	Second					\$ 32,500	30.0%
	Third					\$ 20,000	60.0%
	4th					\$ 10,000	new
	Victory Tour:						
	First					\$ 1,800,000	20.0%
Second - per player					\$ 6,750	50.0%	
Third - per player					\$ 6,250	50.0%	
Signing Bonus						\$ 425,000	41.7%

EXHIBIT C

PREAMBLE

This Collective Bargaining Agreement (“CBA” or “Agreement”), which is the product of bona fide, arm’s length collective bargaining, is entered into on the _____ day of December, 2005, by and between the United States Soccer Federation (“the Federation”) and The Women’s National Team Players Association (“the Players Association”). The Federation and the Players Association hereafter shall be referred to collectively as “the parties.”

ARTICLE I

RECOGNITION

The Federation recognizes the Players Association, a bona fide labor organization, as the sole and exclusive collective bargaining representative of all persons who are or may become employees of the Federation by having been selected to play as soccer players on the United States Women's National Soccer Team (“Player(s)”) with regard to all terms and conditions of employment and the Players Association is duly empowered to enter into this Agreement for and on behalf of such persons.

ARTICLE II

DURATION

This Agreement is retroactive to and shall be effective from January 1, 2005 and shall remain in full force and effect through December 31, 2012. At least sixty (60) days prior to the termination date the parties shall enter into good faith negotiations for a successor or modified agreement.

ARTICLE III

MANAGEMENT RIGHTS, UNION RIGHTS

3.1 Management Rights.

The Federation may issue such reasonable rules and regulations not in conflict with this Agreement or any applicable state or federal law, including the Ted Stevens Olympic and Amateur Sports Act and any successor legislation, concerning when, where, how and under what circumstances it wishes to operate, suspend or discontinue its activities, and the manner and the rules by which the Players shall play soccer, and conduct themselves on and off the field (including the issuance of a Player Handbook), as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Federation, after advance notice thereof to the Players Association and the Players. The Players Association reserves the right to question the reasonableness and application of the Federation’s rules or regulations through the Grievance and Arbitration procedure in Article V.

3.2 Union Rights.

The Federation promptly will provide the Players Association with copies of notices of all activities scheduled for or involving the United States Women's National Soccer Team ("Team") or Player(s), including the itinerary of training camps (other than practice sessions, meals, and meetings with coaches), all appearances, and other activities, promptly after the schedule for those activities has been finalized or when the Player(s) are given notice of the activities in order that the Players Association may, in addition to remaining informed of the various activities of the Players, exercise its right to communicate with Players about their activities in an informed manner. The Federation shall also provide notice to the Players Association of any fines levied against any Player, such notice to occur before such fine is actually deducted from a Player payment.

The Players Association shall be permitted to schedule meetings with the Players at the site of Team activities, including training sessions consolidated with a match. The day and time of the meetings shall be scheduled through discussions between the representatives of the Players Association and the Team's General Manager, recognizing the right of the Players Association to hold these meetings at the activity of the Players Association's choice and the right of the Federation to have such meetings held at such times and places during that activity as the Federation believes the least disruptive to the activities and purposes of the Team. In return for Players Association agreeing to hold its meetings at such times and places as the Federation believes to be the least disruptive, the Federation shall attempt to procure the places for the Players Association to hold its meetings that are held while the Players are in camp at no additional cost to the Federation or the Players Association.

The Players Association shall receive eight (8) complimentary tickets to all matches in the United States and four (4) complimentary passes to any hospitality sessions immediately preceding and following the match.

ARTICLE IV

UNIFORM PLAYER AGREEMENT

All players shall enter into a Uniform Player Agreement with the Federation in the form annexed hereto as Exhibit A. The parties agree and acknowledge that the Uniform Player Agreement was the product of collective bargaining between the parties, and its terms in their entirety are expressly made part of this Agreement as if fully set forth herein. Notwithstanding the above the Federation may continue to use per diem contracts for players being evaluated who have never been on the roster of the Team for a game that was open to or broadcast to the public or for which a fee was charged for admission or for which the Federation was paid.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

5.1 Definitions.

- (a) Any dispute (hereinafter referred to as a “grievance”) arising after the effective date of this Collective Bargaining Agreement and involving the interpretation or application of, or compliance with, any provision of this Agreement, the 2001 Agreement, a Uniform Player Agreement or exhibit thereto, will be resolved exclusively in accordance with the procedure set forth in this Article.
- (b) For purposes of Article V the terms “party” and “parties” shall include the Federation, the Players Association and any Player initiating a grievance or whose individual conduct is the subject of the grievance.

5.2 Initiation.

- (a) A grievance may be initiated by the Federation or the Players Association.
- (b) A grievance must be initiated within sixty (60) days from the date of the occurrence or non-occurrence of the event upon which the grievance is based, or within thirty (30) days from the date on which the facts of the matter became known or reasonably should have been known to the party(ies) initiating the grievance, or within thirty (30) days from the date on which the party(ies) initiating the grievance has standing to file such a grievance under this Agreement, whichever is later.

5.3 Filing.

- (a) Subject to the provisions of Section 5.2 above, a party(ies) shall initiate a grievance by filing a written notice by certified mail or fax with the other party(ies). If a grievance is initiated by the Federation and directly concerns one or more individual Player(s), written notice shall also be given to those Players by certified mail or fax. The notice will set forth the specifics of the alleged action or inaction giving rise to the grievance.
- (b) The adverse party(ies) served with a grievance will answer in writing by certified mail or fax within ten (10) days of receipt thereof.
- (c) The answer will set forth admissions or denials as to the facts alleged. If the answer denies the grievance the specific grounds for denial will be set forth.

5.4 Grievance Committee.

- (a) If a grievance is not resolved within seven (7) days after the answer has been filed, the grievance shall be referred to a Grievance Committee (unless the parties jointly agree in writing to submit the matter directly to the Impartial Arbitrator), consisting of a representative appointed by each of the parties. Within twenty (20) days following such reference, the Grievance Committee shall meet in person or by telephone on a date and at a time and place agreed upon.
- (b) At the Grievance Committee meeting, the parties shall discuss with specificity the claims, issues and/or questions presented by the grievance and review and discuss resolution and/or settlement of the grievance.
- (c) Evidence of settlement discussions and offers shall be inadmissible before the Impartial Arbitrator.

5.5 Arbitration.

If the Grievance Committee fails to resolve a grievance within seven (7) days following its meeting thereon, any party, may, within fifteen (15) days elect to arbitrate the grievance, by filing a written notice by certified mail or fax with the Impartial Arbitrator and the other party(ies).

5.6 Selection of Impartial Arbitrator.

There will be one Impartial Arbitrator, appointed jointly by the parties to this Agreement, who shall serve for the duration of this Agreement, or when an arbitration is initiated a new Impartial Arbitrator shall be selected using the method for selection of a single arbitrator in the Labor Rules of the American Arbitration Association then in effect; provided, however, that on September 1, 2006 and on each successive September 1, either of the parties to this Agreement may discharge the Impartial Arbitrator by serving written notice upon him or her by that date and upon the other party to this Agreement. The Impartial Arbitrator so discharged shall render decisions in all cases he or she previously heard but will hear no further cases. The parties to this Agreement shall thereupon either agree upon a successor Impartial Arbitrator or, failing agreement within thirty (30) days of the discharge of the Impartial Arbitrator, when an arbitration is initiated a new Impartial Arbitrator shall be selected using the method for selection of a single arbitrator in the Labor Rules of the American Arbitration Association then in effect.

5.7 Hearing.

The Impartial Arbitrator shall use best efforts to conduct a fair and complete hearing with the lowest possible costs. To that end, in appropriate cases hearings may be conducted by telephone conference call or individual witnesses may be permitted to testify by telephone. Notwithstanding the above, telephonic testimony shall not be permitted over the objection of a party if evaluation of the witnesses' credibility is of importance to the case.

The parties shall use their best efforts to produce witnesses requested to testify at the scheduled hearing. If a witness is unavailable, the party(ies) offering the witness shall notify the other party(ies) as soon as the unavailability of the witness is known.

The record shall be closed at the end of the hearing unless the Arbitrator orders to the contrary. If post-hearing briefs are permitted in a given case, they shall be filed within ten (10) days of the close of the hearing unless the parties agree to a different filing schedule.

5.8 Arbitrator's Decision and Award.

The Impartial Arbitrator shall issue a written decision as soon as practicable, and in any event, within thirty (30) days of the close of the record. The decision of the Impartial Arbitrator will constitute full, final and complete disposition of the grievance, as the case may be, and will be binding upon the player(s) involved and the parties to this Agreement; provided, however, that the Impartial Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this Agreement or any Uniform Player Agreement. Furthermore, the Impartial Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of any exhibit to this Agreement or any exhibit to the Uniform Player Agreement unless there is a conflict or inconsistency between the provisions of the exhibit and this Agreement or any Uniform Player Agreement, in which case the Impartial Arbitrator may conform the exhibit to this Agreement or the Uniform Player Agreement. In resolving grievances, the Impartial Arbitrator has the authority to interpret, apply and determine compliance with any provision of this Agreement, or Uniform Player Agreement or exhibit thereto and to award monetary damages and/or declaratory or injunctive relief.

5.9 Time Limits.

If any grievance is not processed or resolved in accordance with the prescribed time limits within any step (unless an extension of time has been mutually agreed upon in writing) the grieving party(ies) may proceed to the next step by notifying the other party of its intent in writing. This provision does not apply to the time limit for initiating a grievance set forth in § 5.2(b).

5.10 Costs.

Except as otherwise set forth herein, all costs of arbitration, including the fees and expenses of the Impartial Arbitrator, and any jointly requested transcript costs, will be borne equally between (1) the Federation and (2) the Players Association and any grieving player(s), except that all parties shall bear their own costs of transportation, counsel, witnesses and the like.

5.11 Payment.

If a monetary award is made by the Impartial Arbitrator, payments as ordered will be made within thirty (30) days of the receipt of the award. The time limit for payment may be extended by mutual consent of the parties or by a finding of good cause for the extension by the Impartial Arbitrator.

5.12 Expedited Arbitration.

When a party initiates a grievance, it may make an application to the Impartial Arbitrator to hear the grievance on an expedited basis. Either party may request that a grievance be heard on an expedited basis by providing written notice of its request for an expedited hearing to the Impartial Arbitrator or the AAA, as applicable. If the opposing party does not agree to a request for an expedited hearing, the party requesting the expedited hearing will be entitled to have the Impartial Arbitrator or the arbitrator hear its request (on the papers, on a conference call, or in some other hearing format determined by the arbitrator or the Impartial Arbitrator) promptly, including within seventy-two (72) hours if the initiating party requests that schedule. Upon a showing of good and sufficient cause and after giving the responding party an opportunity to be heard, the Impartial Arbitrator may so direct an expedited hearing if it is determined that the circumstances so warrant, and may make all necessary modifications to the normal grievance procedures outlined in this Article V, subject to the right of the responding party to sufficient time to prepare its defense. The specific provisions for an expedited hearing set forth in the Uniform Player Agreement shall constitute good and sufficient cause for an expedited hearing pursuant to this paragraph.

5.13 Ex Parte Communications.

Neither the Federation nor the Players Association will have ex parte contact with the Impartial Arbitrator without the express written consent of the other party.

ARTICLE VI

MANAGEMENT, PLAYER AND UNION RESTRICTIONS

6.1 No Strikes, No Lockouts.

(a) Neither the Players Association nor any player shall authorize, encourage, or

engage in any strike, work stoppage, slowdown or other concerted interference with the activities of the Federation during the term of this Agreement. Nor shall any player decline to play or practice or in concert with any other person otherwise interfere with the activities of the Federation, or individually or in concert encourage any other player to do so because of picketing or a labor dispute involving any other labor organization. The Players Association shall not support or condone, any action of any player which is not in accordance with this Section 6.1 and the Players Association shall exert reasonable efforts to induce compliance therewith.

(b) The Federation shall not engage in a lockout during the term of this Agreement.

6.2 No Discrimination.

Neither the Federation nor the Players Association shall discriminate against or in favor of any player because of religion, race, color, national origin, age, marital status, or membership or non-membership in or support of or non-support of any labor organization.

6.3 Player Selection and Participation.

All Federation decisions concerning the selection and participation of Players with or on the Team shall be made solely to promote and/or enhance the best interests of the Team and the Women's National Team Program.

6.4 Complimentary Tickets.

Any player on the roster for a match in the United States that is open to the public (including World Cup Qualifying matches) or who is called in by Federation for a training session associated with such a match shall receive six (6) complimentary tickets to that match and any hospitality event immediately preceding or following the match.

Any player on the roster for a match that is not held in the United States (including World Cup Qualifying matches) that is open to the public or who is called in by Federation for a training session associated with such a match shall receive two (2) complimentary tickets to that match and any hospitality event immediately preceding or following the match.

Any player on the World Cup Roster shall receive three (3) complimentary tickets to each World Cup game in which the United States participates and the right to purchase ten (10) additional tickets to each such game at the price paid by the Federation for the tickets, plus any administrative or other fees authorized by FIFA that are charged by the Federation to everyone who purchases tickets from the Federation.

Any player on the roster for a World Cup Qualifier who is not on the World Cup Roster shall have the right to purchase four (4) tickets to each World Cup game in

which the United States participates at the price paid by the Federation for the tickets, plus any administrative or other fees authorized by FIFA that are charged by the Federation to everyone who purchases tickets from the Federation.

The Players Association shall have the right to purchase up to twelve (12) tickets to each World Cup game in which the United States participates at the price paid by the Federation for the tickets, plus any administrative or other fees authorized by FIFA that are charged by the Federation to everyone who purchases tickets from the Federation.

All tickets to the World Cup Qualifying matches and World Cup matches made available to any player and/or the Players Association pursuant to this Section 6.4 shall be subject to any and all restrictions imposed by FIFA on such tickets including, but not limited to, restrictions with respect to transfer, resale, or inclusion in promotions.

The Federation will organize a program for the Players who are named to the World Cup roster that will assist the Players' immediate families (which for this purpose shall mean a Player's parents, grandparents, siblings, children, spouses, and significant others) in traveling to the World Cup and in attending World Cup games (the "F&F Program"). The F&F Program shall be at least reasonably equivalent to the program provided in 2003, and the Federation shall be free to exercise its judgment on how best to achieve this objective. The Federation shall not be required to spend any specific amount on such F&F Program or to provide any specific support or benefits, as long as the overall program is at least reasonably equivalent to the program provided in 2003. The Federation and the Players acknowledge and understand that the precise nature of any specific F&F Program may be influenced by and dependent upon a variety of factors associated with each World Cup, including but not limited to differences in cost and circumstances, the nature of the venue(s), the quantity and quality of available facilities, security issues, and sponsor commitments. The Federation and Players also specifically acknowledge that providing a F&F Program outside the United States presents many more challenges than running a F&F Program within the United States (as was the case in 2003), and these additional challenges must be considered when determining whether a program is reasonably equivalent to the program provided in 2003. The Federation shall provide a written outline of the F&F Program to the Players in advance of the World Cup and, if requested, the Federation shall provide the Players Association a written or oral explanation of how the Federation believes the Program is at least reasonably equivalent to the program provided in 2003, including a comparison of the estimated cost of the program with the amount spent by the Federation in 2003. With the exception of the obligation to provide the F&F Program, the obligation to provide tickets as set forth above, and any other obligation explicitly set forth in this Agreement, the Federation has no obligation to provide any benefits of any kind to the Players or their friends and families, including without limitation, airfare, hotel accommodations, meals or tickets and/or entry to any events other than those listed above.

ARTICLE VII

INTEGRATION, ENTIRE AGREEMENT, CHOICE OF LAW

7.1 Integration, Entire Agreement.

It is expressly provided that substantive bargaining discussions between the parties and their prior Collective Bargaining Agreement and Uniform Player Agreement may be offered and considered by the Impartial Arbitrator, if deemed appropriate by him or her. With that exception, it is intended that this Agreement and its exhibits shall be deemed the complete agreement between the parties and that prior drafts and writings shall be deemed merged herein and of no force or effect. Further, no understanding contained in this Agreement shall be modified, altered or amended, except by a writing signed by the party against whom enforcement is sought.

7.2 Choice of Law.

To the extent that federal law does not govern the implementation of this Agreement, this Agreement shall be construed and interpreted under and shall be governed by the internal law of the State of Illinois without regard to its conflicts of law provisions.

ARTICLE VIII

OTHER

8.1 Player Pool Bank Account and Association Bank Account.

Payments by the Federation to the Players based on performance of the Team shall be made to the Player Pool Bank Account. Payment by the Federation to the Players based on commercial activities of the Players (e.g., Group Licensing Payments) shall be made to the Association Bank Account. Administration of the Association Bank Account and allocation, distribution, and payment from the Association Bank Account shall be carried out by the Players Association. The Players Association shall be responsible for providing written direction and instruction to the Federation as to the distribution by the Federation of funds from the Pool Account to Players or any other persons

8.2 Players Association Communications

Federation shall provide to Players Association the opportunity to include communications from the Players Association in the Federation's "Soccer Wire," issued by the Federation's e-mail communications center. Players Association shall be limited to no more than four such communications per year. These communications must be non-commercial, including charitable activities and events and promotion of the Players Association and its activities, and shall be subject to the review and approval of the Federation, not to be unreasonably withheld. Players Association will be permitted to list its website in these communications, but only as a source for "more information" and may not otherwise promote its website in these communications.

Federation shall produce, in consultation with the Players Association, a commercial spot ("the Team Commercial"), at least thirty seconds in duration, to promote the Team. Beginning in 2007, each year, Federation shall use best efforts to arrange for inclusion of the Team Commercial in broadcasts of Women's National Team games as follows: (i) the Team Commercial shall air during that year at least as many times as the Women's Team plays games that are broadcast (i.e. if there are 5 Women's Team games broadcast in the year, the Team Commercial shall air at least 5 times that year), where those broadcasts are controlled by the Federation; and (ii) the Team Commercial shall air one or more times in at least seventy five percent (75%) of Women's Team games whose broadcast rights are controlled by the Federation. The Team Commercial must include promotion of the Women's National Team Players, but may also include promotion of the Men's National Team Players. The Team Commercial may not include promotional efforts for any commercial sponsor, and if any promotional reference is made to the Federation (for example, display of the Federation logo at the beginning or end of the commercial), reasonably equivalent promotional reference must be made to the Players Association as well.

Federation shall provide a link on its website to the Players Association on its "Women's National Team" page. The link shall be in the form of a graphic, to be provided by Players Association and subject to specifications provided by Federation (subject to change based on changes to the page), of reasonably equivalent prominence (location and size) to other links on that page.

8.3 Player Appearances

In furtherance of the Federation and Players Association's mutual desire to promote the sport of soccer and the Players, Players Association agree that Players and Players Association will use their best efforts to ensure that Players will fulfill all Player Appearances (as defined in the Uniform Player Agreement) requested by the Federation for Federation sponsored events. Federation will use reasonable efforts not to request appearances by an unspecified Player unless Federation has established that the Federation or sponsor requesting the appearance will not cancel the appearance depending on what Player is selected. Players Association does not guarantee that any particular Player will make any particular Appearance but agrees that some Players shall

fulfill the Appearance. Players Association will use its best efforts to ensure that all Players have an opportunity to make Player Appearances and that no Player receives a disproportionate number of Player Appearances. Players shall be compensated for Player Appearances in the amount set forth under "Sponsor Appearance Fee" in the 2005-2012 Women's National Team Wage, Bonus, and Sponsor Appearance Fee Schedule (Exhibit A to the Uniform Player Agreement)(the "Sponsor Appearance Fee").

In exchange for Players Association's agreement with respect to Player Appearances, Federation agrees to utilize Players in at least ten (10) appearances per calendar year starting in 2005 using Players not specified by name, paying the Players the Sponsor Appearance Fee. If Federation does not utilize Players in at least ten (10) appearances in a calendar year (starting in 2005) by Players not specified by name, for each Appearance not used Federation shall pay the "Sponsor Appearance Fee" amount into the Association Bank Account on December 31st (or the last business day) of that calendar year.

In addition to the player appearances listed above, in recognition of the Team's 2004 Olympic Gold Medal, Federation agrees to utilize Players in at least five (5) additional appearances per calendar year starting in 2005, pursuant to the same conditions as listed above, including the same obligation to pay for unused appearances by December 31st of each calendar year.

8.4 Access to Photographs and Footage

The Federation agrees to make photographs and footage of the United States Women's National Soccer Team and its games available to the Players Association and the Players for uses in accordance with the terms set forth in paragraph 7 of the Uniform Player Agreement for use by Players in connection with charity events. The Federation shall not charge Players or Players Association for such uses of such photographs and/or footage, however, Players Association and/or Players shall be responsible for all third party costs associated with acquiring such photographs or footage.

8.5 Heading and Organization.

The headings and organization of this Agreement are solely for the convenience of the parties, and shall not be deemed part of, or considered in construing or interpreting this Agreement.

8.6 Time Periods.

- (a) Unless specifically stated otherwise, the specification of any time period in this Agreement shall include any non-business days within such period, except that any deadline falling on a Saturday, Sunday, or Federal Holiday shall be deemed to fall on the following business day.
- (b) All time periods referred to herein shall be deemed to begin on the day immediately following the day on which the relevant event

occurred.

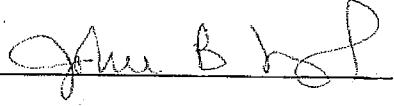
8.7 Exhibits.

All of the Exhibits hereto are an integral part of this Agreement and of the agreement of the parties thereto.

8.8 Assignability.

The Federation shall retain the right to assign or license any of its rights herein to any division of the Federation or a subsidiary or similar legal entity created to perform licensing and/or marketing functions performed by the Federation or its agents as of the date hereof. The Players Association shall retain the right to assign or license any or all of its rights herein to any affiliated legal entity created to perform licensing and/or marketing functions on behalf of the Players.

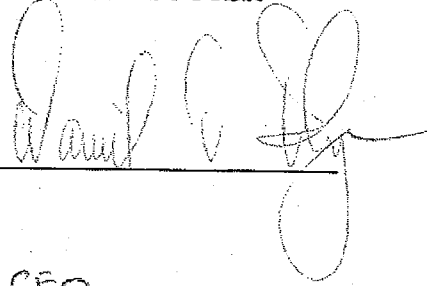
THE WOMEN'S NATIONAL TEAM
PLAYERS ASSOCIATION

By: 

Title: Attorney

Dated: 1/12, 2006

UNITED STATES SOCCER

By: 

Title: CEO

Dated: 01-12, 2006

EXHIBIT D

1 SOCCER ARBITRATION VOL II
2 AMERICAN ARBITRATION ASSOCIATION
3 Matter No. 51-20-1300-1152
4

5 _____
6 UNITED STATES SOCCER FEDERATION, INC
7 V
8 NATIONAL TEAM PLAYERS ASSOCIATION
9 _____

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11
12
13 TRANSCRIPT OF PROCEEDINGS
14 WASHINGTON, D.C.
15 Tuesday, April 29, 2014
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19
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21
22

23 Job No. 73567

24 PAGES 522 - 898

25 REPORTED BY: Kathy Savich, RPR, CLR

1 S O C C E R A R B I T R A T I O N V O L I I

2 A F T E R N O O N S E S S I O N

3 T H E A R B I T R A T O R : B a c k o n t h e
4 r e c o r d .

5 Whereupon,

6 J O H N L A N G E L ,

7 called as a witness, after having been first
8 sworn by the arbitrator, testified as
9 follows:

10 T H E A R B I T R A T O R : P l e a s e s t a t e
11 y o u r n a m e a n d s p e l l y o u r n a m e f o r t h e
12 r e c o r d , a n d y o u r p o s i t i o n .

13 T H E W I T N E S S : J o h n , J - o - h - n , B ,
14 L a n g e l , L - a - n - g - e - l . I ' m a p a r t n e r a t
15 t h e l a w f i r m o f B a l l a r d S p a h r . I a m
16 t h e h e a d o f i t s l i t i g a t i o n d e p a r t m e n t .

17 T H E A R B I T R A T O R : T h a n k y o u .

18 D I R E C T E X A M I N A T I O N

19 BY MR. LEVINSTEIN:

20 Q . G o o d a f t e r n o o n , M r . L a n g e l .

21 A . G o o d a f t e r n o o n .

22 Q . W o u l d y o u d e s c r i b e y o u r
23 e d u c a t i o n a l b a c k g r o u n d .

24 A . I w e n t t o M a r i e t t a C o l l e g e ,
25 g r a d u a t e d i n 1 9 7 0 . I w e n t t o T e m p l e L a w

1 SOCCER ARBITRATION VOL II

2 correct?

3 A. Yes.

4 Q. The next collective bargaining
5 agreement that the players association
6 executed covered the period from 2005 through
7 the end of 2012, correct?

8 A. Yes.

9 Q. Okay. And then that agreement
10 has expired, correct?

11 A. Yes.

12 Q. And you're now operating under
13 a memorandum of understanding, correct?

14 A. Yes.

15 Q. And as I understand it --
16 correct me if I'm wrong -- the memorandum of
17 understanding has certain financial -- made
18 certain financial changes, but other than
19 matters specifically identified in the
20 memorandum of understanding, the terms of the
21 expired CBA the parties have agreed will
22 continue to control?

23 A. Yes.

24 Q. Okay.

25 A. But we've already agreed that

1 SOCCER ARBITRATION VOL II

2 the terms don't control in certain
3 circumstances.

4 Q. Okay.

5 A. They've asked for waivers of
6 certain provisions --

7 Q. Okay.

8 A. -- relating to the status of
9 certain players. And those requests came
10 from Sunil Gulati to me.

11 Q. Let's turn, if you would, to
12 Exhibit 199 in the smaller book. No, I think
13 it's the smaller one, Mr. Langel.

14 And in particular, if I could
15 direct your attention to the collective
16 bargaining agreement which is found several
17 pages in. I think it's -- at the bottom,
18 it's the Bates label PA-00238.

19 A. Okay.

20 Q. And have you found it? I'm
21 sorry.

22 A. Uh-huh, I'm there.

23 Q. If I could direct your
24 attention to section 3.1 --

25 A. Okay.

EXHIBIT E

1 ARBITRATION PROCEEDINGS

2 MR. GIBBONS: Good afternoon. This is the
3 continuation of our arbitration. This is
4 U.S. National Soccer Players Association, Case
5 No. 512013001152, American Arbitration Association.
6 We continue now with -- the Federation is continuing
7 to put on its case in chief.

8 There is a question that's been raised in
9 regard to the transcript and confidentiality. Do
10 you want to put that on the record?

11 MR. SAUER: I would. Thank you. I believe
12 actually the Federation is commencing presentation
13 of its case.

14 Prior to opening the proceedings this
15 afternoon I raised off the record the possibility of
16 treating the transcripts in this case confidential,
17 and by confidential I mean confidential as to
18 parties other than the Men's National Team Players
19 Association, its counsel, and obviously its members
20 and U.S. Soccer and its counsel and the executives
21 and officers of U.S. Soccer.

22 I understand that either one or more
23 sessions of the first hearing back at the end of
24 April and May have been communicated to Mr. Langel,
25 who's a witness in this proceeding, and there's

1 ARBITRATION PROCEEDINGS

2 nothing we can do about that, but as it relates
3 to --

4 MR. LEVINSTEIN: We want to confidentiality to
5 include the witness. We want to be able to talk to
6 him about whatever happens. We don't want to have
7 some issue that I had a discussion with him about
8 what you say.

9 COURT REPORTER: I am having a hard time
10 hearing you.

11 MR. LEVINSTEIN: I'm sorry.

12 We want it also to extended to Mr. Langel,
13 not just with what he's already seen, but anything
14 that goes forward since we have the same agreement
15 and we work together on dealing with the Federation.
16 So we want to be able to share this information.

17 MR. SAUER: That's fine. It's not ideal, but
18 since confidentiality has to be an agreed upon
19 process, we'll agree with you with respect to that.

20 Let's go off the record.

21 (A short break was had.)

22 MR. GIBBONS: We're back on the record. I'd
23 ask the Federation to put on the record specifically
24 what's been agreed to.

25 MR. SAUER: Yes, your Honor. Let me try it

1 ARBITRATION PROCEEDINGS

2 this way. I would propose that the transcripts in
3 this proceeding be deemed confidential as to the
4 rest of the world other than the Men's National Team
5 Players Association and its counsel, counsel for the
6 Women's National Players Association, counsel for
7 U.S. Soccer, and U.S. Soccer's officers and
8 directors.

9 MR. LEVINSTEIN: That's agreed.

10 MR. GIBBONS: All right.

11 Before we begin, any motions? Any issues
12 to come before me before we continue? Okay. Your
13 next witness.

14 MR. SAUER: Your Honor, U.S. Soccer would next
15 call to the stand Mr. John Collins.

16 Let me pass out some binders. These are
17 the binders that would include both previously
18 admitted exhibits that we may refer Mr. Collins to
19 as well as new exhibits which have all been marked
20 behind the tab with their exhibit number in order.

21 MR. GIBBONS: Mr. Collins --

22 MR. SAUER: Just for the record, if you recall,
23 your Honor, the U.S. Soccer exhibits that have been
24 introduced to date commence with 600 or 601, and
25 we've gone through 641. So anything beginning at

EXHIBIT F

WOMEN'S NATIONAL TEAM PLAYERS ASSOCIATION

Via Email & Certified U.S. Mail

December 23, 2015

Lisa Levine
General Counsel
United States Soccer Federation
Chicago, IL
llevine@ussoccer.org

National Labor Relations Act ("NLRA") Section 8(b)(3) & 8(d) Notice

Dear Lisa,

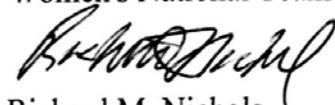
Pursuant to Sections 8(b)(3) and 8(d) of the National Labor Relations Act ("NLRA"), and the codified duty to bargain collectively, this writing shall serve as the Women' National Team Players Association's ("WNTPA") requisite written notice (the "Notice"), of the WNTPA's intent to engage in action(s) that shall serve to terminate and or modify, if applicable, the;

(a) collective bargaining agreement, and or, in this instance,

(b) Memorandum of Understanding "(MOU)" entered into by and between the United States Soccer Federation ("USSF"), and the WNTPA (collectively referred to herein as the "Parties") in March 2013, the terms of which have, in the alternative, served to guide and govern the operational relationship between the Parties in the absence of a collective bargaining agreement.

Further, the serving of this Notice notwithstanding, the WNTPA reserves its inherent right to challenge the USSF's claim of the existence of a collective bargaining agreement between the Parties.

Very truly yours,
Women's National Team Players Association



Richard M. Nichols
Executive Director/General Counsel