UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO SOCCER LEAGUE NFP CORP., JOSEPH MARC SERRALTA IVES, MARIA LARRACUENTE, JOSE R. OLMO-RODRIGUEZ, FUTBOL BORICUA (FBNET), Inc., *Plaintiffs*, v. FEDERACIÓN PUERTORRIQUEÑA DE FÚTBOL, INC., IVÁN RIVERA-GUTIÉRREZ, JOSÉ "CUKITO" MARTINEZ, GABRIEL ORTIZ, LUIS MOZO CAÑETE, JOHN DOE 1-18, INSURANCE COMPANIES A, B, C, FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION ("FIFA"), and CONFEDERATION OF NORTH, CENTRAL AMERICA AND CARIBBEAN ASSOCIATION FOOTBALL (CONCACAF), *Defendants*.	CIVIL NO. 23-1203 (RAM) Re: SHERMAN ANTITRUST ACT

DEFENDANTS' JOINT MOTION FOR ENTRY OF A PROTECTIVE AND CONFIDENTIALITY ORDER AND RULE 502(d) ORDER AND MEMORANDUM IN SUPPORT THEREOF

COME NOW Federación Puertorriqueña de Futbol, Inc., Iván Rivera-Gutierrez, José "Cukito" Martinez, Gabriel Ortiz, Luis Mozo Cañete (together with the foregoing, "FPF Defendants"), Fédération Internationale de Football Association ("FIFA"), and Confederation of North, Central America and Caribbean Association Football ("CONCACAF"), (together, "Defendants"), through their undersigned counsel and hereby respectfully submit this Motion for Entry of a Protective and Confidentiality Order and Rule 502(d) Order and Memorandum in Support Thereof. Defendants' Proposed Protective and Confidentiality Order is attached hereto as Exhibit 1, and Defendants' Proposed Rule 502(d) Order is attached hereto as Exhibit 2.

On January 21, 2025, Plaintiffs Puerto Rico Soccer League NFP, Corp. ("PRSL"), Joseph Marc Serralta Ives, Maria Larracuente, Jose R. Olmo-Rodriguez, Futbol Boricua (FBNET), Inc., and Defendants (collectively, "the Parties") filed a Joint Case Management Memorandum, which included competing proposed case schedules. Dkt. No. 147. On February 6, 2025, the Court held an Initial Scheduling Conference and adopted Defendants' proposed schedule. Dkt. No. 154. Pursuant to that schedule, the Parties had until February 21, 2025 to confer and file a joint protective order or contested protective orders. On February 21, 2025, the Parties filed a joint motion requesting the Court grant a ten-day extension to finalize a joint proposed protective order or to otherwise file contested protective orders. Dkt. No. 161. On February 25, the Court granted the motion and reset the protective order deadline to March 6, 2025. Dkt. No. 162.

The Parties have engaged in discussions in an effort to reach a jointly agreed stipulated proposed protective order, and have reached agreement on many of the terms for that order, but three substantive disagreements remain for this Court's resolution.

First, Defendants propose a standard two-tiered system of confidentiality, which

would create certain protections for documents designated "Confidential" and necessary heightened protections for competitively sensitive documents designated "Highly Confidential—Attorneys' Eyes Only." Plaintiffs propose only a single-tiered designation of "Confidential" as to all documents, and refuse to agree to the necessary higher tier of confidentiality which would better protect competitively sensitive documents from disclosure to witnesses who are, or are employed by, direct competitors of FPF or other Defendants.

Second, Defendants' proposed protective order includes the following further limitation on access to "Highly Confidential—Attorneys' Eyes Only" material, in light of the fact that Mr. Olmo, a Plaintiff in this action, and Mr. Reyes, who on February 21, 2025, first disclosed he has a personal interest in Plaintiff PRSL and in the outcome of this case, are—as discussed further in Defendants' Motion to Disqualify—improperly acting *also* as counsel of record for Plaintiffs:

> [A]ny named plaintiff or other person with an ownership interest in the Puerto Rico Soccer League or Futbol Boricua (FBNET), Inc. who is also acting as counsel of record and advocate in this litigation **SHALL NOT** access materials designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," *unless* the Designating Party provides written consent or the Court grants permission upon a showing of good cause. If such access is permitted, such attorney must sign a supplemental undertaking, acknowledging that they will not use the information for competitive, personal, or business purposes and will strictly comply with all provisions of this Order.

Plaintiffs' counsel refuse to agree to this language—language that is standard in antitrust cases like this case.[1]

[1]Originally, Defendants proposed that this language exclusively apply to persons who are simultaneously named plaintiffs and counsel, under the impression that only Mr. Olmo was conflicted. Plaintiffs remarkably refused to agree even to that language. However, as explained more fully in Defendants' Motion to Disqualify, subsequent to Defendants' proposal, on February 21, 2025, Mr. Reyes made statements that confirmed that he is *also* a co-chair and co-owner of (and competitive decision-maker for) the PRSL. Defendants now therefore propose language requiring that persons with an ownership interest in the PRSL (*i.e.*, Mr. Reyes), like Mr. Olmo,

Third and finally, Plaintiffs refuse to sign onto language in Defendants' proposed protective order stating that "the entry of this Order does not in any way supersede the obligation of any Party concerning compliance with U.S. or foreign law, including but not limited to the Convention on the Taking of Evidence Abroad in Civil or Commercial Matters (the "Hague Evidence Convention) and Article 271 of the Swiss Penal Code." This provision, like the first two, should not be controversial and is merely intended to ensure that no party can be deemed to have waived its right to raise objections based on the Hague Evidence Convention or Article 271 of the Swiss Penal Code by virtue of signing any agreed Protective Order, Discovery Protocol or other such document intended to govern and streamline discovery in this action.[2]

In all three instances, Plaintiffs' objections are ill-founded and premature. All three of Defendants' proposals merely provide vehicles for the Parties to designate matters as Highly Confidential, confirm that Highly Confidential information will not be used for any improper purpose, and preserve the status quo with respect to discovery responses and objections which are not yet before the Court. In each case, the provisions allow any party to apply to the Court if they believe material has been improperly designated or if they believe the Hague Evidence Convention and Article 271 of the Swiss Penal Code should (or should not) apply to a particular discovery request. But none of these issues need to be resolved now and entering Defendants' proposed order allows the Court and Parties to understand the process that will guide discovery moving forward. Plaintiffs' rejection of these standard provisions only leaves the Parties and the Court without an agreed protocol, for example, if a party later wants to designate discovery as "attorneys'

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must certify that they will not use any information designated Highly Confidential—Attorneys' Eyes Only for competitive, personal, or business purposes.

[2] Plaintiffs originally *agreed* to this provision before making an abrupt about-face weeks later. Plaintiffs should be held to that agreement.

eyes only" or "Highly Confidential."

Defendants respectfully submit that the Court should adopt Defendants' proposals on the three outstanding issues, and enter Defendants' proposed Protective Order in full, for the following reasons.

I. The Court Should Adopt the Standard Two-Tier System of Confidentiality Permitting Designation of Competitively Sensitive Materials as "Highly Confidential—Attorneys' Eyes Only"

In determining the scope of a protective order, courts balance the risk of inadvertent disclosure to competitors against the risk of hindering the right to broad discovery. *See Brown Bag Software* v. *Symantec Corp.*, 960 F.2d 1465, 1470 (9th Cir. 1992). Applying this analysis, courts routinely enter protective orders containing the option of using a heightened confidentiality designation of "Attorneys' Eyes Only" for certain materials in cases involving competitive secrets—particularly in antitrust cases where there is a "real danger of predatory practices should customer lists and similar confidential and proprietary information be disseminated to the opposing party." *Soule* v. *RSC Equip. Rental, Inc.*, 2012 WL 425166, at *2 (E.D. La. Feb. 9, 2012); *see also Mitchell Int'l, Inc.* v. *Healthlift Pharmacy Servs., LLC*, 2021 WL 1599247, at *2 (D. Utah Apr. 23, 2021) ("Courts routinely allow documents containing confidential information and trade secrets to be designated as 'attorneys' eyes only' in litigation between competitors."); *Fusion Elite All Stars* v. *Nfinity Athletic LLC*, 2022 WL 1175691, at *5 (W.D. Tenn. Apr. 20, 2022) ("[C]ourts have routinely found [Highly Confidential—Attorneys' Eyes Only designations] to be adequate to protect confidential business information subpoenaed in antitrust actions.").

Here, Defendants have a reasonable concern that competitive secrets will be at-issue in discovery in this antitrust case, and as such, propose that the Court adopt the ordinary two-tier system of confidentiality, so that Defendants can—if needed—mark documents as "Highly

Confidential—Attorneys' Eyes Only," and Plaintiffs can—if needed—challenge any such designation. Indeed, Plaintiffs' antitrust claim is premised on the argument that Plaintiff PRSL is a direct competitor to the FPF-affiliated football league "Liga Puerto Rico" and its different juvenile and women's subdivisions. However, Plaintiffs have expressly sought documents from and regarding those leagues, and also regarding the independent *Liga Atlética Interuniversitaria* (LAI).[3] Plaintiffs have also asserted requests for production of other competitively sensitive information, including forward-looking business strategy documents, from FIFA, CONCACAF, and FPF.[4] Should such documents be produced at some point, there would be a high risk of their misuse outside of the litigation to compete directly with FPF.

Further, Defendants' proposal is simply intended to establish a clear process to guide discovery. It would not preclude any party from contesting a heightened designation of discovery materials. *See* Exhibit 1 at 4.1 ("The Receiving Party has the right to challenge a designation of confidentiality at any time"); 5.3 ("*Unless otherwise ordered by the Court* or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated 'HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY' only to . . .") (emphasis added). Defendants' proposed protective order protects all Parties in the event that materials they are required to produce contain competitively sensitive information. There is no reason to conclude, at this juncture, that there is *no* potential document that would warrant such a designation. And there is every reason to establish now, in a protective order, the mechanism to

[3] *See, e.g.*, Requests for Production to FPF, at Requests 5, 89, 90; Requests for Production to CONCACAF, at Request 19; Requests for Production to FIFA, at Request 19 (similar); see also Third Amended Complaint, ¶¶ 39, 59, 130, 131, 152 157.

[4] *See, e.g.*, Requests for Production to FPF, at Request 68; Requests for Production to CONCACAF, at Requests 11, 17, 19, 20; Requests for Production to FIFA, at Requests 11, 17, 19, 20.

be followed to designate such materials *and* to challenge such designations before the Court if there is a disagreement. Defendants respectfully submit that the Court adopt Defendants' proposed two-tier confidentiality proposal as is standard in litigation of this nature.

II. The Court Should Prevent Counsel Who Have Vested Interests in and Decision-Making Influence on PRSL from Viewing Competitively Sensitive Discovery Material Absent a Showing of Good Cause and Stipulation Not to Misuse Such Materials

As discussed further in Defendants' Motion to Disqualify, Mr. Ibrahim Reyes and Mr. Jose Olmo-Rodriguez are serving as counsel of record in this case despite having vested interests in, and indeed serving as direct competitive decisionmakers for, Plaintiff PRSL. As a result, to the extent that documents warranting a "Highly Confidential—Attorneys' Eyes Only" designation will be produced, Defendants' competitive interests would be at serious risk if Messrs. Reyes and Olmo-Rodriguez can review those documents without restriction.

To ameliorate this risk (in the event neither is disqualified), Defendants proposed a reasonable term in the Protective Order providing that, to the extent a "named plaintiff . . . is also acting as counsel of record and advocate in this litigation," that named plaintiff/counsel should be prevented from reviewing a "Highly Confidential—Attorneys' Eyes Only" designated document unless the designating party "provides written consent or the Court grants permission upon a showing of good cause," and the counsel confirms they will not misuse highly confidential materials to gain a competitive advantage. And as discussed above, Defendants' current proposal applies also to any "person with an ownership stake in the PRSL" that "is also acting as counsel of record" in light of Mr. Reyes' subsequent, more recent disclosures that confirm he is conflicted in the same manner as Mr. Olmo. This provision should not be controversial. And, again, it does not preclude Messrs. Olmo-Rodriguez and Reyes from seeing Attorneys' Eyes Only documents (to the extent any are produced), but rather specifies a mechanism for such designation and a

process to challenge any such designation. The fact that Plaintiffs refused to agree underscores the impropriety of Plaintiffs' current representation, and the resultant concern that they intend to or otherwise will improperly use litigation discovery materials to obtain a competitive advantage.

Protective orders that "restrict[] . . . counsel's access to confidential materials" are warranted where, as here, there is "concern that counsel might inadvertently disclose the confidential material learned during the course of litigation." *Avocent Redmond Corp.* v. *Rose Elecs., Inc.*, 242 F.R.D. 574, 577 (W.D. Wash. 2007). The Court's decision on whether a restriction on counsel's access is appropriate is guided by the principles set forth in *U.S. Steel Corp.* v. *United States*, 730 F.2d 1465 (Fed.Cir.1984), which requires a fact specific case-by-case inquiry. That inquiry is made on a "counsel-by-counsel basis," and considers restrictions appropriate where counsel is deemed a "competitive decision-maker." *Koninklijke Philips N.V.* v. *Amerlux*, LLC, 167 F. Supp. 3d 270, 272 (D. Mass. 2016). A counsel is deemed to be a "competitive decision-maker" where that "counsel's activities, association, and relationship with [the] client . . . are such as to involve counsel's advice and participation in *any or all of the client's decisions* (pricing, product design, etc.) made in light of similar or corresponding information about a competitor." *U.S. Steel*, 730 F.2d at 1468 n.3 (emphasis added).

Here, Mr. Reyes and Mr. Olmo-Rodriguez are indisputably "competitive decision-makers," *while* serving as counsel of record for Plaintiffs. Mr. Reyes presently serves as General Counsel and an owner of Plaintiff PRSL.[5] And while Mr. Olmo-Rodriguez is not in-house counsel at PRSL, by his own admission he, like Mr. Reyes, holds an ownership interest in the league.

[5] *See* Reyes Lawyers, "Ibrahim Reyes, Esquire named COO at PUERTO RICO SOCCER LEAGUE," available at https://reyeslawyers.com/f/ibrahim-reyes-esquire-named-coo-at-puerto-rico-soccer-league (June 7, 2018). Mr. Olmo denies currently serving as PRSL's COO, but is, at least, general counsel, part owner, and is indisputably PRSL's former COO.

Indeed, as explained in Defendants' Motion to Disqualify, Mr. Reyes has made express comments to Defense counsel boasting of his personal knowledge of the facts of the case, his self-professed involvement in organized football in Puerto Rico, and his status as "an owner" of Plaintiff PRSL. As the General Counsel, Co-Chair, former COO, *and* an owner of Plaintiff PRSL, Mr. Reyes surely holds a high degree of "competitive decision-making" responsibility. To Defendants' knowledge, Mr. Olmo-Rodriguez does not hold an in-house counsel position at PRSL. As an owner of the league, however, Olmo-Rodriguez is involved in competitive decision-making. Courts routinely restrict access to competitive materials where counsel has this type of involvement in competitive decision-making, even where they do not have ultimate decision-making authority. *See Silversun Indus., Inc.* v. *PPG Indus., Inc.*, 296 F. Supp. 3d 936 (N.D. Ill. 2017) (restricting access to highly confidential information for in-house counsel who attended Executive Team meetings where pricing, purchasing, and marketing issues were discussed, even though the counsel did not have decision-making authority); *Brit. Telecommunications PLC* v. *IAC/InterActiveCorp*, 330 F.R.D. 387 (D. Del. 2019) (denying access to highly confidential materials to in-house counsel who was part of the management team and involved in settling patent litigation and licensing, as this role was linked to competitive decision-making); *United States* v. *Nw. Airlines Corp.*, 1999 WL 34973961 (E.D. Mich. May 21, 1999) (denying access to highly confidential materials to in-house counsel who had some involvement in competitive decisions, such as providing legal advice on pricing, marketing, scheduling, or strategic planning issues, even if they did not have ultimate decision-making authority).

As set forth in Defendants' Motion to Disqualify and established by case law, Mr. Reyes and Mr. Olmo-Rodriguez's dual roles here constitute a plain violation of the USDCPR Local Rules, the ABA Model Rules of Professional Conduct, the Code of Professional Ethics of Puerto

Rico, as applicable. As a result, Defendants respectfully submit that, if documents will be produced in this litigation that warrant a "Highly Confidential—Attorneys' Eyes Only" designation, any named plaintiff or person with an ownership stake in the PRSL that also serves as counsel should be restricted from accessing "Attorneys' Eyes Only" materials absent a showing of good cause and a certification that those materials will not be used for competitive, personal, or business reasons. Again, Defendants' proposed order does not foreclose access nor does it require the Court to reach a decision at this stage. Rather, it merely provides a mechanism for these issues to be addressed should they arise, as anticipated, in discovery.

III. The Court Should Include Language Reserving the Parties' Right to Invoke the Hague Evidence Convention and Article 271 of the Swiss Penal Code

Defendants also propose that the Protective Order reserve the Parties' rights to invoke the Hague Evidence Convention and Article 271 of the Swiss Penal Code, including in connection with Plaintiffs' proposal to depose Mattias Grafström. This, too, should not be controversial.

First, Plaintiffs agreed in prior meet and confers that they were going to need to proceed through the Hague Evidence Convention. FIFA has raised the Hague issue repeatedly with Plaintiffs, including during a meet and confer on December 27, 2024, as well as in connection with filing the Joint Case Management Memorandum on January 21, 2025. Dkt. No. 147. During a meet and confer on February 13, 2025, Plaintiffs' counsel committed to counsel for FIFA, without reservation, "we are going to go through the Hague, including for a deposition of Mattias [Grafström]." On the basis of that representation, Defendants shared a first draft of the Protective Order on Friday, February 21, which included a provision (Section 7.3) reflecting that agreement. Later that day, Plaintiffs responded with a revised draft that lightly rephrased Section 7.3, but notably *maintained* Defendants' proposal that Plaintiffs proceed through the Hague Convention.

On February 26, 2025, the Parties held another meet and confer, during which Plaintiffs made an abrupt about-face and stated that they would not agree to proceed through the Hague Evidence Convention, and, further, rejected Defendants' proposed language regarding the Hague Evidence Convention. It is, of course, inappropriate for Plaintiffs to proceed through discovery by ambush, and backtrack at the very last minute on settled positions. Plaintiffs should be held to their prior agreement on this point.[6]

But, in any event, whether or not Plaintiffs are required to follow the Hague Evidence Convention is not before the Court. The provision in Defendants' proposed order, like the two others discussed above, is merely intended to preserve the status quo. Indeed, it simply ensures that Plaintiffs cannot argue that by agreeing to any protective order or discovery protocol in this action, any party has waived its right to object to discovery as not in compliance with the Hague Evidence Convention or Article 271 of the Swiss Penal Code. Regardless of the language in the final protective order, if Plaintiffs wish to pursue discovery without following the Hague Evidence Convention, that issue will be briefed and presented to the Court for decision. But, as with questions about Highly Confidential or Attorneys' Eyes Only designations, that issue is not before the Court.[7]

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[6] Indeed, Plaintiffs have been on notice of FIFA's position since December 2024, and have been in possession of Defendants' supporting case law since January 17, 2025, when Defendants shared a draft Joint Case Management Memorandum including that support. *See* Dkt. 147 at 43.

[7] Although not before the Court at this time, the law is clear that Hague Evidence Convention procedures should be followed here. FIFA is a Swiss entity that is subject to Swiss Penal Code Article 271, which criminalizes the performance of activities on behalf of a foreign authority while on Swiss soil without lawful Swiss authority, where such activities are the responsibility of a public authority. *See, e.g., Obtaining Evidence*, U.S. Embassy in Switz. and Liech. https://ch.usembassy.gov/u-s-citizen-services/local-resources-of-u-s-citizens/living-in-ch/judicial-information/obtaining-evidence/ (last visited Jan. 10, 2024). FIFA is also subject to Article 273, which limits the disclosure of third party business information. *See* Lionel Frei, *Swiss Secrecy Laws and Obtaining Evidence from Switzerland*, Transnat'l Litig.: Prac. Approaches to Conflicts and Accommodations, Vol. I, Am. Bar Ass'n at 13. (1984). As a result, FIFA would risk

As worded, Defendants' proposed protective order has no effect on any party's ability to invoke the Hague Evidence Convention's protections or argue against their applicability. The Protective Order should therefore reflect Plaintiffs' prior agreement and contain Defendants' proposed language preserving the status quo by confirming that "the entry of this Order does not in any way supersede the obligations of any Party concerning compliance with U.S. or foreign law, including but not limited to the Convention on the Taking of Evidence Abroad in Civil or Commercial Matters (the 'Hague Evidence Convention') and Article 271 of the Swiss Penal Code."

IV. The Court Should Enter Defendants' Proposed 502(d) Order Which Plaintiffs Do Not Oppose

In addition to the foregoing, the Parties negotiated a proposed Rule 502(d) Order, which provides protocols in connection with any inadvertent disclosure of documents or other materials that are protected by the attorney-client privilege, work product doctrine, or other applicable protection. The Parties reached agreement on the scope of its terms on February 21, 2025. On March 6, 2025, counsel for FIFA called counsel for Plaintiffs for confirmation that the Parties were still in agreement on the terms of the proposed Rule 502(d) Order, and Plaintiffs' counsel stated that they agreed. Defendants respectfully submit that the Court should therefore enter the proposed Rule 502(d) Order, which is attached hereto as Exhibit 2.

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criminal liability if discovery proceed outside the Hague Evidence Convention—i.e., without obtaining lawful Swiss authority. *See Bundesgericht [BGer]* [Federal Supreme Court] Nov. 1, 2021, 6B_216/2020 (Switz.) (translated version available at https://tinyurl.com/3rk3ah5z) (imposing criminal sanctions for transmitting company files without permission from Swiss authorities).

Conclusion

Defendants respectfully request that the Court adopt Defendants' position on the aforementioned issues and implement Defendants' proposed protective order, attached hereto as Exhibit 1, in full, and also implement Defendants' proposed Rule 502(d) order, attached hereto as Exhibit 2, in full.

Local Rule 26 Certification

In accordance with Federal Rule of Civil Procedure 26(c)(1) and Local Rule 26, counsel for the Defendants have conferred with Plaintiffs' counsel in an attempt to resolve the issues raised in this motion, but counsel were unable to resolve the issues.

RESPECTFULLY SUBMITTED.

Dated: March 6, 2025

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CERTIFICATE OF SERVICE

I hereby certify that on March 6, 2025, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

Dated: March 6, 2025.
San Juan, Puerto Rico

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Exhibit 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO SOCCER LEAGUE NFP CORP., JOSEPH MARC SERRALTA IVES, MARIA LARRACUENTE, JOSE R. OLMO-RODRIGUEZ, and FUTBOL BORICUA (FBNET), Inc., *Plaintiffs*, v. FEDERACIÓN PUERTORRIQUEÑA DE FÚTBOL, INC., IVÁN RIVERA-GUTIÉRREZ, JOSÉ "CUKITO" MARTINEZ, GABRIEL ORTIZ, LUIS MOZO CAÑETE, FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION ("FIFA"), CONFEDERATION OF NORTH, CENTRAL AMERICA AND CARIBBEAN ASSOCIATION FOOTBALL (CONCACAF), JOHN DOE 1-18, and INSURANCE COMPANIES A, B, C, *Defendants*.	CIVIL NO. 23-1203 (RAM) Re: SHERMAN ANTITRUST ACT

[PROPOSED] PROTECTIVE ORDER REGARDING CONFIDENTIALITY AND DISCOVERY

1. PURPOSE

In the interest of facilitating discovery by the Parties litigating this Action and of protecting the Parties' and Non-Parties' Confidential Information from improper disclosure or use, the parties hereby agree to produce and receive such Confidential Information subject to the provisions set forth below, and for the Court to enter an Order pursuant to Federal Rule of Civil Procedure 26(c)(1)(G), stating as follows:

2. DEFINITIONS

2.1 "Action": The word "**Action**" is defined as the above-entitled action**.**

2.2 "Challenging Party": A Party or Non-Party that challenges the designation of Protected Material under this Order.

2.3 "Confidential Information": Any information or items that a Producing Party reasonably and in good faith believe to contains or reveal confidential, proprietary, commercial, business, financial, technical, strategic, personal, or otherwise sensitive information—subject to protection under federal or state law, or any other applicable legal standard—that requires protection from public disclosure, including but not limited to:

2.3.1 Business strategies, financial data, pricing models, and market analyses that are not publicly available;

2.3.2 Product development, operational procedures, internal policies, or business processes;

2.3.3 Employee personnel records, compensation details, or sensitive personal identifying information (excluding publicly available information);

2.3.4 Contracts, agreements, or negotiations that contain proprietary business terms;

2.3.5 Internal communications discussing business operations, financial matters, or strategic planning;

2.3.6 Customer, supplier, or vendor lists and confidential commercial relationships; and

2.3.7 Any other information that the Producing Party believes in good faith should be subject to protection under Federal Rule of Civil Procedure 26(c).

Confidential Information may be disclosed only to those individuals identified in Section 5 of this Order, and its use shall be limited to this Action.

As set forth below, Confidential Information will be designated as "CONFIDENTIAL."

2.4 "Designating Party": A Party or Non-Party that designates information or items produced in disclosures or in response to Document requested as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY.

2.5 "Disclose" or "Disclosure" means, without limitation:

2.5.1 To show, give, produce, publish, make available, paraphrase, summarize, excerpt, or otherwise communicate, in whole or in part, by any means whatsoever; or

2.5.2 To allow, or fail to take reasonable steps to prevent, any action listed in Paragraph 2.5.1.

2.6 "**Document" and "Electronically Stored Information (ESI)"**: The terms "Document" and "Electronically Stored Information (ESI)," in their singular or plural forms, are defined to be synonymous in meaning and equal in scope, and shall have the broadest possible meaning permitted by Federal Rules of Civil Procedure 26 and 34 and relevant case law. It shall include any tangible thing upon which any expression, communication, or representation has been recorded, as well as all "writings," "recordings," and "photographs," as defined by Federal Rule of Evidence 1001. "Document" shall include materials stored electronically or digitally (such as electronic mail or any other electronic files) and all drafts or non-final versions, alterations, modifications, and amendments to any of the foregoing. A "Document" shall also include all attachments and enclosures, all drafts or copies that differ in any respect from the original, and all handwritten notations or notes attached to the front or back via adhesive or the like. (If copies are

made of a Document with notes attached on the front or back via adhesive, it shall be produced both with and without the attached adhesive notes.)

2.7 "Final Disposition": The later of (i) dismissal of all claims and defenses in this action with prejudice; or (ii) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or review of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

2.8 "Highly Confidential—Attorneys' Eyes Only Information": Any information or item that a Producing Party reasonably and in good faith considers to contain highly sensitive information which, if Disclosed, the disclosure of which to another Party or Non-Party may cause competitive harm, or, even if Disclosed pursuant to the terms of this Order, could reasonably threaten significant harm to that party's business interests, including but not limited to:

2.8.1 Trade secrets, proprietary algorithms, source code, and confidential research and development materials;

2.8.2 Highly sensitive business, financial, or marketing strategies, including pricing strategies, profit margins, market allocation, or sales strategies;

2.8.3 Non-public competitive analyses, forecasts, or strategic planning documents;

2.8.4 Agreements, communications, or negotiations related to market competition, exclusivity arrangements, licensing, or regulatory compliance;

2.8.5 Non-public financial data, including cost structures, investment plans, profit and loss statements, and business valuations;

2.8.6 Proprietary market research, customer analytics, and non-public consumer data;

2.8.7 Communications or documents discussing regulatory investigations, legal risks, or potential liabilities;

2.8.8 Any other information that, if disclosed, could result in substantial harm to the Producing Party's competitive standing, business operations, or legal interests.

Information or items designated as Highly Confidential—Attorneys' Eyes Only may only be disclosed to the individuals listed in Section 5 of this Order for purposes of this Action and shall not be shared with any party representatives or employees who are not legal counsel.

As set forth below, Highly Confidential—Attorneys' Eyes Only Information will be designated as "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY."

2.9 "Independent experts or consultants": The term includes individuals retained by a Party for purposes related to prosecution or defense of the proceeding but who are not otherwise employees of either the Party or its attorneys, whether or not such individuals are hired to testify at trial.

2.10 "In-House Counsel": Attorneys who are employees of a party or its affiliates.

2.11 "Non-party witnesses": The term includes any individuals to be deposed during discovery or trial, whether willingly or under subpoena issued by a court of competent jurisdiction over the witness.

2.12 "Outside Counsel": Attorneys, along with their paralegals and other support personnel, who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.13 "Party": Any Party to the Action, including all individuals, officers, directors, employees, consultants, and members of LLCs.

2.14 "Producing Party": A Party or Non-Party that produces Protected Material in this Action.

2.15 "Protected Material(s)": Any information or items designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY."

2.16 "Receiving Party": A Party that receives Protected Material as authorized under this Order.

3. DESIGNATION OF MATERIALS

3.1. Manner and Timing: Except for documents deemed to be non-confidential, all Protected Material shall be duly marked as such by placing a conspicuous stamp, label, or other similar mechanism with the appropriate designation (*i.e.*, "CONFIDENTIAL"; "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY") before the material is disclosed or produced. The Parties shall place the appropriate mark on every page of the document (including its exhibits, if any) along with the corresponding sequential *Bates stamp*. Parties are not obliged to include said labels in a specific position on the document as long as they are clearly marked, readily discernible, and do not impede or interfere with the information contained in the document.

3.1.1. Electronic files: Where the Producing Party produces electronic files and Documents in native electronic format, such electronic files and documents shall be designated by the Producing Party for protection under this Order by appending to the file names or designators information indicating whether the file contains protected information (following the designations provided for in the paragraph above), or by any other reasonable method for appropriately designating such information produced in electronic format, including by making such designations in reasonably accessible

metadata associated with the files. Where the protected information is produced in electronic format on a disk or other medium that contains exclusively protected information, the appropriate designation may be placed conspicuously on the disk or other medium.

3.1.2. Audiovisual material: If a piece of information that is audiovisual in nature (*e.g.* audio recordings, video, etc.) is subject to discovery, the Producing Party shall proceed in the following manner: (a) if the audiovisual information is a standalone file then an identifier shall be included in the file name that corresponds to the *Bates stamp* including the appropriate designation from section 2 of this Order, and a white placeholder page shall be included at the end of the document sequence in a discovery production batch with the *Bates stamp* and marks that were included in the file name clearly visible; (b) if the audiovisual information is not a standalone file but it is related to another document then the producing party shall proceed as described in (a) of this paragraph, but will *Bates stamp* the audiovisual file using the next number in the sequence to the related document and shall include the placeholder page immediately after the main document in the physical sequence of the discovery production batch.

3.1.3. Inspections: If a responding party makes physical documents available for inspection and copying by the inquiring party, all documents shall be considered protected during inspection. After the inquiring party informs the responding party what documents are to be copied, the responding party will be responsible for prominently stamping or marking the copies with the appropriate designation pursuant to Section 3 of this Order.

3.1.4. Depositions: For testimony given in deposition or other pretrial proceedings in the Action, the Designating Party shall have up to **thirty (30) days** from receipt of the final

deposition transcript (complete with exhibits and video recording if applicable) to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection within the thirty (30) day period shall be covered by the provisions of this Order. During this thirty (30) day period, no recording or transcript of the testimony shall be disclosed. When it is impracticable to identify separately each portion of testimony that is entitled to protection, the Designating Party may designate the entire transcript as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY."

Any other media containing portions of a deposition designated as Protected Material, including, but not limited to, videotapes or computer disks, also shall be clearly labeled as such.

Upon being informed that certain portions of testimony are to be designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY," all Parties shall immediately cause each copy of the transcript or recording in its custody or control to be appropriately marked and limit disclosure of that transcript or recording in accordance with the terms of this Order. Parties shall give the other parties notice if they reasonably expect a deposition, hearing, or other proceeding in the Action to include Protected Material so that the other Parties can ensure that only individuals authorized under this Order to have access to the Protected Material are present before using the Protected Material. The use of a document as an exhibit at a deposition shall not in any way affect its designation as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY."

3.1.5. Court filings: If Protected Material must be filed (whether contained in source documents or in portions of a pleading or motion paper), the party must seek leave to

file such Protected Material under seal pursuant to the applicable Rules and ECF procedures of the U.S. District Court for the District of Puerto Rico. In filing papers pursuant to this paragraph, the parties will not seek to file under seal any more of the papers than is reasonably necessary to protect Protected Material from Disclosure. References in pleadings or motion papers filed in the public file must be sufficiently abstract so as not to Disclose the Protected Material.

3.1.6. Trial: Any use of Protected Material at trial or other public hearing shall be governed by a separate agreement or order.

3.2 Limitations on Protected Materials: Information may not be designated as Protected Material subject to any form of protection if it (a) is, or becomes, public knowledge, as shown by publicly available writings, other than through violation of the terms of this document; (b) is acquired by a non-designating party or non-party witness from a third party lawfully possessing such information and having no obligation to the owner of the information; (c) was lawfully possessed by a non-designating party or non-party witness prior to the opening of discovery in this proceeding, and for which there is written evidence of the lawful possession; (d) is disclosed by a non-designating party or non-party witness legally compelled to disclose the information; or (e) is disclosed by a non-designating party with the approval of the designating party.

3.3 Error in Designation: If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY," that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

3.4 Designation of Information Produced by Other Parties: A Party may designate as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" any Protected Material produced or disclosed by any other person or entity that the Party reasonably believes qualifies as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" pursuant to this Order. If any third party produces information that it or any Party in good faith believes constitutes "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" information, the Party claiming confidentiality shall designate the information as such within **thirty (30) days** of its production or receipt of such information. Any Party receiving information from a third party shall treat such information as "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" during the first thirty (30) day period following receipt, and for the first **thirty (30) days** following any additional parties' receipt of the same documents, as to such additional parties only, while all parties have an opportunity to review the information and determine whether it should be designated as confidential.

3.5 Failure to Designate: A failure to designate Protected Material as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" at the time of production does not, standing alone, waive the Producing Party's right to secure protection under this Order for such material, and the Producing Party may rectify its failure to designate qualified information or items by providing written notice to counsel for all parties to whom the information or items were disclosed that the information or items should have been designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY." Upon receipt of such notice, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

4. CHALLENGES TO DESIGNATIONS OF INFORMATION AS PROTECTED.

4.1 Right to Challenge: Acceptance by a party or its attorney of information disclosed under designation as protected shall not constitute an admission that the information is, in fact, entitled to protection. The Receiving Party has the right to challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or significant disruption and/or delay of the Action, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

4.2. Meet and Confer: A Party that elects to challenge a confidentiality designation must do so in good faith and must first begin the process by meeting and conferring directly with the counsel of record for the Designating Party. The Challenging Party shall initiate the dispute resolution process by providing written notice to the Designating Party of each designation it is challenging by *Bates number* and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific Section of this Order. The Challenging Party and the Designating Party shall attempt to resolve each challenge in good faith and must begin the process by conferring directly within **fourteen (14) days** of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation is not proper and must give the Designating Party an opportunity to review the Protected Material at issue to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. The Designating Party shall have **seven (7) calendar days** from the meet-and-confer to provide its response unless otherwise

agreed to by the Parties. A Challenging Party may proceed to the next stage of the challenge process under Section 4.3 only if it has engaged in this meet and confer process or establishes that the Designating Party has failed to respond within **five (5) days** to the request to meet and confer.

4.3 Judicial Intervention: If the Challenging Party and the Designating Party cannot resolve a challenge without court intervention, then either Party may present the dispute to the Court. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. All parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court resolves the challenge.

5. ACCESS AND USE OF PROTECTED MATERIALS

5.1 Basic Principles: All Disclosure of Protected Material shall be used solely for purposes of the prosecution or defense of the Action (including any attempted settlement thereof or appeal therefrom), or the enforcement of insurance rights with respect to the Action, and for **no** other purpose whatsoever. In no event shall any interviewee, deponent, or witness retain any copy of Protected Material, except a deponent may retain a copy of his or her deposition transcript if he or she first agrees in writing to be bound by this Order.

For the avoidance of doubt, the use of Protected Material and the non-public information therein is restricted to the Action and may not be used in any other proceeding. Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order.

5.2 Security of Protected Material: Any person in possession of another Party's Protected Material shall exercise the same care with regard to the storage, custody, or use of Protected Material as they would apply to their own material of the same or comparable sensitivity. Receiving Parties must take reasonable precautions to protect Protected Material from loss or misuse, including but not limited to:

(a) Protected Material in electronic format shall be maintained in a secure litigation support site(s) that applies standard industry practices regarding data security, including but not limited to application of access control rights to those persons authorized to access Protected Material under this Order;

(b) An audit trail of use and access to litigation support site(s) shall be maintained while the Action, including any appeals, is pending;

(c) Any Protected Material downloaded from the litigation support site(s) in electronic format shall be stored only on device(s) (*e.g.*, laptop, tablet, smartphone, thumb drive, portable hard drive) that are password protected and/or encrypted with access limited to persons entitled to access Protected Material under this Order. If the user is unable to password protect and/or encrypt the device, then the Protected Material shall be password protected and/or encrypted at the file level;

(d) Protected Material in paper format is to be maintained in a secure location with access limited to persons entitled to access Protected Material under this Order, but nothing within this provision requires such persons to maintain such Protected Material in an individually locked office;

(e) If the Receiving Party discovers a breach of security relating to the Protected Material of a Producing Party, the Receiving Party shall: (1) provide written notice to the Producing Party of the breach within twenty-four (24) hours of the Receiving Party's discovery of the breach; (2) investigate and remediate the effects of the breach, and provide the Producing Party with assurance reasonably satisfactory to the Receiving Party that the breach shall not recur; and (3) provide sufficient information about the breach that the Producing Party can ascertain the size and

scope of the breach. The Receiving Party agrees to cooperate with the Producing Party or law enforcement in investigating any such security incident.

5.3 Disclosure of "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" Information or Items: Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated " HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" only to:

5.3.1. Outside Counsel including attorneys, paralegals, litigation assistants, and legal support staff. However, any named plaintiff or other person with an ownership interest in the Puerto Rico Soccer League or Futbol Boricua (FBNET), Inc. who is also acting as counsel of record and advocate in this litigation **SHALL NOT** access materials designated "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY," *unless* the Designating Party provides written consent or the Court grants permission upon a showing of good cause. If such access is permitted, such attorney must sign a supplemental undertaking, acknowledging that they will not use the information for competitive, personal, or business purposes and will strictly comply with all provisions of this Order.

5.3.2. In-House Counsel for the Parties who are not involved in competitive decision-making, provided they have agreed in writing to maintain confidentiality and have signed the **"Acknowledgment and Agreement to be Bound" (Exhibit A);**

5.3.3. The Court and appropriate court personnel;

5.3.4. Litigation support personnel working on this matter, including court reporters, court videographers, persons providing data management and analysis

services, provided such materials are filed under seal or otherwise protected as ordered by the Court;

5.3.5. Independent experts and consultants retained by the Parties or their counsel for this Action, provided they are not current employees or consultants of a competitor and have signed the **"Acknowledgment and Agreement to be Bound (Exhibit A)";**

5.3.6. Outside copying, imaging, database, and translation services or **e-discovery vendors** retained by counsel, provided such vendors have agreed in writing to maintain the confidentiality of the materials;

5.3.7. Court-appointed neutrals, mediators, or settlement officers agreed upon by the Parties; and

5.3.9. Any other person permitted by the **Designating Party's written consent** or by Court order.

5.4 Disclosure of "CONFIDENTIAL" Information or Items. Information designated as "CONFIDENTIAL" may be Disclosed to those categories of persons included in Paragraph 5.3 of this Order. Confidential Information may also be Disclosed to (a) a Receiving Party's In-House Counsel and the officers, directors, employees, and other personnel who work with such In-House Counsel to whom it is reasonably necessary that the Confidential Information be shown for purposes of this action, and (b) witnesses or deponents, and their counsel, only to the extent necessary to conduct or prepare for depositions or testimony in this action.

6. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER MATTERS

6.1 If a Party is served with a subpoena or court order issued in litigation or investigations besides the Action or any other process by any administrative agency, legislative body or any person or entity that compels or requests disclosure of Protected Material, that Party must:

(a) Notify the Designating Party in writing of the subpoena, order, or process; the notification shall be made as promptly as the particular circumstances require to permit the Designating Party to take actions required to prevent disclosure;

(b) Promptly notify in writing the entity who caused the subpoena, order, or process to issue in the other proceeding that some or all of the material covered by the subpoena, order, or process is subject to this Order. Such notification shall include a copy of this Order; and

(c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

(d) If the Designating Party timely seeks a protective order, the Party served with the subpoena, court order, or process shall not produce any information designated in the Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" before a determination by a court with jurisdiction to issue a protective order unless the Party has obtained the Designating Party's permission to produce such information. The Designating Party shall bear the burden and its own expense of seeking protection in that court or other forum of its Protected Material.

Nothing in these provisions should be construed as authorizing or encouraging a Receiving Party to disobey a directive or order from another court.

7. DISCLOSURE OF PROTECTED MATERIAL

7.1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must promptly (a) notify in writing the Designating Party of the disclosures; (b) use its best efforts to retrieve all copies of the Protected Material; (c) make all reasonable efforts to prevent further disclosure by each person who received such information; (d) inform the person or persons to whom disclosures were made, to the extent the person or persons are identifiable, of all terms of this Order; and (e) to the extent retrieval of the Protected Material is not possible, make all reasonable efforts to obtain such person(s)' execution of the "Acknowledgment of and Agreement to Be Bound" attached as **Exhibit A**.

7.2 **No Waiver of Privilege**. Production of any Discovery Material that the Producing Party later claims should not have been disclosed because it contains information subject to a privilege, protection or immunity from disclosure ("Protected Information") will not be deemed to constitute a waiver of any privilege, protection, or immunity from disclosure of such Protected Material, or for any other privileged or immune materials containing the same or similar subject matter, under Puerto Rico, U.S., state, territorial, or foreign law either in the Action or any other federal, state, or territorial proceeding. The fact of production of privileged information or documents by any Producing Party in this Action shall not be used as a basis for arguing that a claim of privilege or work product has been waived in any other proceeding. Without limiting the foregoing, this Order shall not affect the Parties' legal rights to assert privilege or other protection claims over documents in any other proceeding.

7.3 No Waiver of Legal Obligation or Jurisdictional Argument: The Parties agree that neither the stipulation to the entry of this Order, nor the Production of any Discovery Material pursuant to this Order, shall be construed as consent by the defendant to personal jurisdiction or venue or forfeiture of any defense to claims of discovery. The Parties agree that the stipulation to the entry of this Order does not in any way supersede the obligations of any Party concerning compliance with U.S. or foreign law, including but not limited to the Convention on the Taking of Evidence Abroad in Civil or Commercial Matters (the "Hague Evidence Convention) and Article 271 of the Swiss Penal Code. For the avoidance of doubt, in the event of a conflict between this Order and the Hague Evidence Convention or Article 271 of the Swiss Penal Code, the Hague Evidence Convention or Article 271 of the Swiss Penal Code will control and supersede the terms of this Order.

8. PROCEDURES UPON TERMINATION OF THE ACTION.

8.1 Within **sixty (60) days** after the Final Disposition of the Action, as defined in Section 4, all other Receiving Parties must return all Protected Material to the Producing Party or destroy such Protected Material, including all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material, and, if requested, shall provide a written certification of such destruction to the Producing Parties.

Notwithstanding this provision, parties' counsels are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Order.

This Court will retain jurisdiction to enforce the terms of this Order following the Final Disposition of the Action.

9. MISCELLANEOUS

9.1 Subject to Modification: The provisions of this Order regarding access to Protected Materials is subject to modification by written agreement of the Parties or their attorneys, or by motion filed with and approved by the Court.

9.2. **Effects of Court's Order**: The Parties hereby stipulate to move the Court for an order incorporating this Order into a protective order pursuant to Fed. R. Civ. P. 26. The order entered by the Court pursuant to this Order shall be binding on the parties to this litigation, and their successors, personal representatives, administrators, assigns, parents, subsidiaries, divisions, affiliates, employees, agents, retained consultants and experts, and any person or organization over which they have direct control. The obligations imposed by the order will survive termination of the litigation unless the Court, which shall retain jurisdiction to resolve any disputes arising out of the order, provides otherwise.

9.3. Right to Assert Other Objections: By stipulating to the entry of this Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no Party waives any right to object to disclosing or producing on any ground or to use in evidence any of the material covered by this Order.

9.4 Failure to Comply with the Order: The parties, counsel and all other persons subject to this Order are advised that any failure to comply with this Order may be considered contempt of court and/or sanctionable conduct.

SO ORDERED, in San Juan, Puerto Rico, on this _____ day of March 2025.

Dated: _____

_____
U.S. DISTRICT JUDGE

EXHIBIT A

ACKNOWLEDGMENT OF AND AGREEMENT TO BE BOUND

I have been informed by counsel that certain documents or information to be disclosed to me in connection with the matter styled Puerto Rico Soccer League NFP, Corp. et al, v. Federación Puertorriqueña de Fútbol, Inc., et al, 12-1203 (RAM) currently pending before the United States District Court for the District of Puerto Rico, have been designated as Confidential, or Highly Confidential – Attorneys' Eyes Only, and that their use and disclosure is restricted by a Protective Order. I have read and received a copy of the *Stipulated Protective Order Regarding Confidentiality and Discovery Protocol* (the "Protective Order") in this case. I understand and agree to comply with, and be bound by, the provisions of the Protective Order with regards to the use and disclosure of the Protected Material, and I consent to the jurisdiction of this district court to enforce the terms of the Order. Without limiting the foregoing, I understand and agree that any material I receive that has been designated as Confidential or Highly Confidential—Attorneys' Eyes Only, may not be disclosed to any other person and may not be used except for legitimate purposes related to the Action and as specifically agreed upon with the party providing me with copy of such materials.

Name:

Title:

Date:

Exhibit 2

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO SOCCER LEAGUE NFP CORP., JOSEPH MARC SERRALTA IVES, MARIA LARRACUENTE, JOSE R. OLMO-RODRIGUEZ, FUTBOL BORICUA (FBNET), Inc.,

Plaintiffs,

v.

FEDERACIÓN PUERTORRIQUEÑA DE FÚTBOL, INC., IVÁN RIVERA-GUTIÉRREZ, JOSÉ "CUKITO" MARTINEZ, GABRIEL ORTIZ, LUIS MOZO CAÑETE, FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION ("FIFA"), CONFEDERATION OF NORTH, CENTRAL AMERICA AND CARIBBEAN ASSOCIATION FOOTBALL (CONCACAF), JOHN DOE 1-18, and INSURANCE COMPANIES A, B, C,

Defendants.

CIVIL NO. 23-1203 (RAM)

Re:

SHERMAN ANTITRUST ACT

[PROPOSED] RULE 502(d) ORDER

WHEREAS, the Court believes that it will promote the efficient adjudication of this litigation to supplement the Protective Order entered by the Court on _____, 2025 by entering this order pursuant to Federal Rule of Evidence 502(d) (the "502(d) Order"); and

WHEREAS, to moot or narrow certain discovery issues or disputes in this litigation, the parties may produce certain documents which they assert are covered by the deliberative process privilege subject to this 502(d) Order (the "Privileged Discovery Material");

IT IS HEREBY ORDERED that:

1. **No Waiver By Disclosure**.

a. This Order is entered pursuant to Rule 502(d) of the Federal Rules of Evidence. Subject to the provisions of this Order, if a party (the "Disclosing Party") discloses information in connection with the pending litigation that the Disclosing Party thereafter claims to be privileged or protected by the attorney-client privilege or attorney work product protection ("Privileged Material"), the disclosure of that Privileged Material will not constitute or be deemed a waiver or forfeiture – in this or any other action – of any claim of privilege or work product protection that the Disclosing Party would otherwise be entitled to assert with respect to the Privileged Material and its subject matter. This Order shall be interpreted to provide the maximum protection allowed under applicable law.

b. The provisions of Federal Rule of Evidence 502(b) are inapplicable to the disclosure of Privileged Material under this Order.

2. Handling and Return of Privileged Material. The process for handling and return of disclosed Privileged Material shall be as follows:

a. If the Disclosing Party has disclosed or made available to a party (the "Receiving Party") information it claims to be Privileged Material, the Disclosing Party may notify the Receiving Party of its claim and the basis for it ("Privileged Material Notice").

b. Upon such notification, the Receiving Party must:

i. take reasonable efforts pursuant to Rule 26 of the Federal Rules of Civil Procedure to promptly return, sequester, or destroy the Privileged Material, any reasonably accessible copies it has, and any work product reflecting the contents of the Privileged Material;

ii. not use or disclose the information until the privilege claim is resolved; and

iii. take reasonable steps to retrieve the information if the Receiving Party disclosed it to any other person or entity before receiving notice.

c. For purposes of this Order, Privileged Material that is not reasonably accessible because of undue burden or cost is sequestered.

d. Upon the request of the Disclosing Party, the Receiving Party shall provide a certification to the Disclosing Party that it has undertaken the foregoing efforts, and that it will cease further review, dissemination, and use of the Privileged Material.

3. Contesting Claim of Privilege or Work Product Protection. The process for contesting a claim that information is Privileged Material shall be as follows:

a. If the Receiving Party contests the claim of information as being Privileged Material, the Receiving Party must, within seven (7) business days of receipt of the Privileged Material Notice, notify the Disclosing Party in writing of the Receiving Party's objection.

b. Any objection to a Privileged Material Notice shall be made exclusively on the basis of information provided to the objecting party in the Privileged Material Notice, and shall not refer, quote, cite, or otherwise use any Privileged Material.

c. Following the receipt of such an objection, the objecting party and the Disclosing Party shall meet and confer in an effort to resolve any disagreement regarding the Disclosing Party's designation of the material as privileged or protected.

d. If the parties cannot resolve their disagreement, then the Receiving Party may promptly present the issue to the Court for a determination of the Disclosing Party's claim of privilege or protection by submitting any document(s) in dispute under seal in compliance with Fed. R. Civ. P. 26(b)(5)(B). Any party making a motion to the Court for an order compelling

disclosure of the information claimed as unprotected must not assert as a ground for compelling disclosure the fact or circumstances of the disclosure.

e. While any such application is pending, the Privileged Material subject to that application will be treated as privileged until the Court rules. If the Court determines that the material at issue is privileged or protected, the Receiving Party must comply with the requirements of subparagraph 2(b).

f. If the Receiving Party, after making an objection to the Disclosing Party, does not apply to the court for a ruling on the designation of the Privileged Material at issue as privileged or protected within thirty (30) days from the receipt of the Privileged Material Notice (regardless of whether parties met and conferred on the subject), or such later date as the Disclosing Party and the Receiving Party may agree, the Discovery Materials in question shall be deemed privileged or protected, in which case the Receiving Party must comply with the requirements of subparagraph 2(b).

g. The Disclosing Party retains the burden of establishing the privileged or protected nature of the Privileged Material.

h. The Disclosing Party must preserve the information until the claim is resolved.

i. The parties may stipulate to extend the time periods set forth in paragraphs (a) and (f).

4. Attorney's Ethical Responsibilities. Nothing in this Order overrides any attorney's ethical responsibilities to refrain from examining or disclosing materials that the attorney knows or reasonably should know to be privileged and to inform the Disclosing Party that such materials have been produced.

5. ***In camera*** **review.** Nothing in this Order limits the right of any party to petition the Court for an in camera review of the Privileged Information.

6. Intentional and Subject Matter Waiver. This Order does not preclude a party from intentionally voluntarily waiving the attorney-client privilege or work product protection. Where a party makes such a voluntary waiver, the provisions of Federal Rule of Evidence 502(a) apply.

SO ORDERED, in San Juan, Puerto Rico, on this ____ day of March 2025.

Dated:

U.S. DISTRICT JUDGE