

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

CIVIL DIVISION

FREEDOM SOCCER, LLC and
MAGICTALK SOCCER CLUB, LLC,

CASE NO. 50 2011CA018214XXXXMB AI

Plaintiffs,

vs.

WOMEN'S SOCCER, LLC

Defendant.

DEFENDANT'S MOTION FOR STATUS CONFERENCE

Defendant Women's Soccer, LLC (the "League") respectfully requests that this Court schedule a status conference at its earliest convenience to determine the current posture of this litigation. Plaintiffs' Emergency Motion for Temporary Injunction remains pending. Plaintiffs have presented evidence in support of their Motion, but Defendant has not yet had any opportunity to present its case as to why the injunction should not issue. Plaintiffs now appear to have abandoned that motion in favor of a tentative settlement agreement that has not been finalized, and cannot be finalized because the U.S. Soccer Federation ("USSF") will not approve the arrangement. But the plaintiffs have not withdrawn their motion, leaving this matter in legal limbo.

The record clearly establishes that the proposed settlement agreement was contingent upon approval by the USSF, which is the governing body for soccer in the United States and operates the Women's National Team. The Court need look no further than Plaintiffs' counsel's own statements regarding the proposed agreement. On January 18, 2011, the day the parties advised the Court of the terms of their tentative arrangement, Mr. Ederer confirmed repeatedly

that the proposed agreement would not become final absent USSF approval; and he made the following statements:

- “[T]here are a few things that have to be worked out once we get everything resolved on paper, including, as you’ll hear, U.S. Soccer Federation sanctioning or approval of it.” 1/18 Tr. p. 4:21-25 (emphasis added).¹
- “[W]e don’t want to close the case today, because it’s possible that — it’s hopefully not the case, but it’s possible that the case will not be resolved even though we have a principal-term agreement . . . [W]e’d like to have a holding date in case for whatever reason we don’t get the approval of the Federation . . .” 1/18 Tr. p. 5:1-10 (emphasis added).
- “[A]s you’ll hear, as I mentioned earlier, [the agreement is] subject to final U.S. Soccer Federation approval.” 1/18 Tr. p. 8:14-16 (emphasis added).
- “Your Honor, just to clarify one point and make this clear, when the agreement is finalized and approved by U.S. Soccer, Mr. Borislow will be operating a team . . .” 1/18 Tr. p. 13:1-5 (emphasis added).

In addition, during the telephonic status conference on January 26, 2012, Mr. Rosenberg made the same representation, advising the Court that “as a result of [at] this point not receiving the sanction or approval of the [USSF], we can not report to the Court that we’ve achieved a settlement.” 1/26 Tr. p. 5:9-13 (emphasis added).

USSF has refused to approve the proposed settlement arrangement, and, therefore, there is no enforceable settlement agreement. On January 18, 2012, Jennifer O’Sullivan, the League’s Commissioner and CEO, advised USSF of the proposed arrangement. USSF representatives advised Ms. O’Sullivan by telephone that evening that USSF likely would not be able to approve the arrangement because of restrictions contained in the Federation’s Collective Bargaining Agreement with the Women’s National Team players and certain USSF bylaws and FIFA regulations. The parties continued to seek USSF approval, and on January 23, 2012, counsel for both parties sent USSF a joint letter setting forth the terms of the proposed arrangement and

¹ All pages of the transcripts cited herein are attached as Exhibit A.

requesting USSF approval. (Exh. A). The next day, USSF representatives called Ms. O'Sullivan and advised her that USSF would not approve of the proposed agreement. Those representatives advised Ms. O'Sullivan that they would advise Mr. Ederer of their position regarding the agreement.

“Settlement agreements are not considered final when the record establishes the parties’ intent to take further action prior to the completion of a binding agreement.” *Dows v. Nike, Inc.*, 846 So. 2d 595, 602 (Fla. 4th DCA 2003); *see also Cheverie v. Geisser*, 783 So. 2d 1115, 1118 (Fla. 4th DCA 2001) (“[T]entative and incomplete agreements do not establish a sufficient meeting of the minds to create an enforceable settlement agreement.”). This rule applies with equal force to settlement agreements that are read into the record. In *Albert v. Hoffman Electric Construction Co.*, 438 So. 2d 1015 (Fla. 4th DCA 1983), the Court refused to enforce such an agreement where “[t]he exchange between counsel and the court established that a binding settlement and compromise could only occur when [the appellant] signed the settlement agreement” and the appellant had not signed the agreement. *Id.* at 1017. Similarly, in *Long Term Management, Inc. v. University Nursing Care Center, Inc.*, 704 So. 2d 669 (Fla. 1st DCA 1998), the court declined to enforce an agreement where the “transcript indicate[d], among other things, that the parties intended the agreement would not be binding until reduced to writing and properly executed.” *Id.* at 674.

In addition, settlement agreements are not final or binding where conditions precedent have not been satisfied. *Southern Internet Sys. v. Pritula*, 856 So. 2d 1125, 1128 (Fla. 4th DCA 2003) (where “settlement agreement was conditioned upon approval of the board of directors” and board approval was never obtained, “the condition precedent to the formation of a contract was never met [and,] [h]ence, no contract was ever fully formed”); *see also Carson v. Fishtail Marine of Naples, Inc.*, 697 So. 2d 1222, 1223 (Fla. 2d DCA 1997) (“The established case law in

Florida is that “[a] written document, complete on its face and delivered to one of the signatories, does not become an enforceable contract if it was delivered subject to a condition or with a reservation until that condition is satisfied.” (citation omitted); where parties entered into a contract for the sale of a boat, conditioned upon U.S. Coast Guard inspection and approval of the boat for commercial use that was not obtained, the court concluded that there was no enforceable contract because all of the conditions were not satisfied).

Likewise, the Court will find that no final settlement agreement has been reached here. The statements of Plaintiffs’ own counsel make clear that no settlement would become final unless and until it was approved by USSF. That approval has been denied. Therefore, there is no enforceable agreement. Moreover, as Mr. Ederer acknowledged during the January 18 hearing, the settlement was not yet final because there were “a few things that have to be worked out once we get everything resolved on paper.” 1/18 Tr. p. 4:21-25.

Plaintiffs resort to two groundless arguments to attempt to rescue their failed settlement. First, Mr. Ederer contended during the last telephone conference with the Court that discussions with USSF were “ongoing” and that the parties were “making progress.” 1/31 Tr. p. 6:18-19. However, USSF advised Ms. O’Sullivan directly that it would not approve of the parties proposed arrangement.

If Plaintiffs have been involved in “ongoing” discussions with USSF, they have not included the League in those discussions. In a written letter sent following the January 31 telephonic hearing, the League requested details regarding the purported “ongoing” discussions and requested copies of all communications with USSF concerning the proposed arrangement in order to understand the nature of the claimed “progress.” Exh. B. Mr. Ederer has not provided any documents in response to that request, nor has he responded to the letter. On February 1, counsel for the League (Ms. Fulmer and Ms. Berman) followed up with a telephone call to Mr.

Ederer where they again asked him to explain the nature of the alleged “progress” with USSF. He declined to do so. The League thus remains in the dark as to the basis for Mr. Ederer’s representation that he was “making progress” with USSF. Of course, if the undisclosed “ongoing” discussions concern a new arrangement or somehow alter the terms of the parties’ January 18 settlement proposal, the League has not agreed to those terms and Plaintiffs cannot demonstrate the requisite “meeting of the minds on the essential terms” of the agreement. *Belcher P’ship, Inc. v. Ferguson*, 704 So. 2d 653, 654 (Fla. 2d DCA 1997) (reversing a trial court’s enforcement of a settlement agreement where there was no agreement as to material terms); see also *Cheverie v. Geisser*, 783 So. 2d 1115, 1119 (Fla. 4th DCA 2001).

Second, Plaintiffs evidently now contend that “the settlement could have gone forward anyway,” even absent USSF approval, because Mr. Borislow “could have just played the games without the Women’s National Team players.” 1/31 Tr. p. 6:19-23. This position is diametrically opposed to Mr. Ederer’s representation to the Court at the January 18 hearing that the proposal was “subject to final U.S. Soccer Federation approval,” 1/18 Tr. p. 8:14-16, and to Mr. Rosenberg’s representation to the Court during the January 26 telephonic hearing that “as a result of [at] this point not receiving the sanction or approval of the [USSF], we can not report to the Court that we’ve achieved a settlement.” 1/26 Tr. p. 5:9-13 (emphasis added). Indeed, the rationale for scheduling a continued evidentiary hearing on February 1 was to ensure the case could move forward if, as Mr. Ederer explained, “for whatever reason we don’t get the approval of the Federation.” 1/18 Tr. p. 5:9-10. If, as Plaintiffs now contend, USSF approval wasn’t actually necessary, why did Mr. Ederer represent on January 18 that it was “possible that the case will not be resolved”? 1/18 Tr. p. 5:4-5.

The notion that Mr. Borislow would field a team featuring no players from the Women’s National Team also is contrary to the proposed settlement and to Mr. Borislow’s own testimony

and public statements. The magicJack team fielded seven or eight National team players in the 2011 season. 12/16 Tr. Vol II p. 164:3-4. The parties' proposed settlement expressly contemplated that Mr. Borislow's expected team would sign National Team players. See Exh. A at p. 2 ("No limit on the number of Women's National Team players that the magicJack Team may sign in 2012. The magicJack Team may sign a maximum of eight (8) National Team players in 2013."). This is the reason that the League was willing to enter into the arrangement. As Mr. Borislow himself testified, the Women's National Team players are the "marquee players and the ones I knew that would attract the fan base." 12/16 Tr. Vol. II p. 164:3-4. If Mr. Borislow fielded a team involving those players, the League was willing to tolerate his involvement — notwithstanding his past transgressions — in order to generate additional interest for the sport. Indeed, Mr. Borislow testified that, without the National Team players who played for the magicJack team last year, he wasn't interested in fielding a professional team. 12/16 Tr. Vol. II p. 223:24-25 ("you might as well get your best high school team out there and try your best"). Thus Women's National Team player involvement in any exhibition games was a material provision of the parties' agreement.²

Press reports surfacing after the January 18 hearing confirmed that Mr. Borislow intended to sign National Team players for his team. A January 18, 2012 ESPN-W article — that included quotes from an email Mr. Borislow sent to the reporter — reported: "Borislow aims to re-sign many of the players from his 2011 magicJack team, including national team members Abby Wambach, Hope Solo, Megan Rapinoe and Christie Rampone." Exh. C. A January 19, 2012

² When proposing this arrangement to the League and in the course of negotiations concerning the arrangement, Mr. Borislow repeatedly referenced the National Team players in order to induce the League's assent. Plaintiffs' counsel's latest comments indicate that he may seek to field a team that does not include the National Team players. If the Court determines that it is necessary to hear evidence concerning enforcement of the proposed settlement agreement, the League reserves the right to introduce evidence of Mr. Borislow's representations in support of a claim that the League was fraudulently induced to enter into the proposed settlement agreement.

article appearing on the soccer website "The Equalizer" reported: "At a minimum — according to Borislow — U.S. national team stars Abby Wambach, Hope Solo, Christie Rampone and Megan Rapinoe will continue to play with magicJack, at least in 2012." Exh. D.

If Plaintiffs seek to enforce the parties' proposed settlement agreement, they bear "the burden to establish a meeting of the minds or mutual reciprocal assent to a certain and definite proposition." *Long Term Mgmt.*, 704 So. 2d at 673. They have failed to satisfy this burden here where their own counsel represented at two different hearings that USSF approval was required for the settlement to be effective, where USSF has communicated to the League that it will not approve the agreement, and where Mr. Borislow himself has acknowledged that he intends to field Women's National Team players (which he can not do without USSF approval).

* * * * *

This strange situation leaves the League in a peculiar and damaging position. The Court has issued an interlocutory order interpreting the meaning of the governing agreements, but has not yet ruled on Plaintiff's Motion for Injunction. Further, the League has not yet had any opportunity to present witnesses, even though the League has incurred significant expense to bring its witnesses to Florida for each scheduled hearing. The current uncertainty thus places the League in an untenable position. It cannot appeal the Court's ruling interpreting the governing agreements (if it opts to do so) because a ruling on the injunction motion has not yet issued. Nor can the League proceed with its business of recruiting sponsors and attracting expansion teams because the status of the magicJack franchise remains unclear.

The League remains prepared to engage in the Dispute Resolution Procedures pursuant to Article XII of the Second Amended and Restated Limited Liability Company Agreement of Women's Soccer, LLC (the "LLC Agreement") concerning the vote to terminate Plaintiffs' membership in the LLC. But it should not be forced to expend resources on dispute resolution

if Plaintiffs now seek to enforce the proposed settlement agreement that their own counsel has repeatedly admitted is not yet final. At the same time, the League seeks an expeditious resolution to this dispute so that it may begin planning for the 2013 season. Thus, this Court should schedule a status conference as soon as possible to determine whether Plaintiffs intend to pursue their claims, or whether the action should be dismissed.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing was served via U.S. mail and e-mail this 3rd day of February, 2012, upon: Joseph Ianno, Jr., Esq., Carlton Fields, P.A., 525 Okeechobee Blvd., Suite 1200, West Palm Beach, FL 33401, Charles M. Rosenberg, Esq., Carlton Fields, P.A., 100 S.E. Second Street, Suite 4000, Miami, FL 33131; and Louis S. Ederer, Esq., Arnold & Porter, LLP, 399 Park Avenue, New York, NY 10022-4690.

By  _____
Jill Nexon Berman

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 50 2011 CA 018214 AI

CERTIFIED COPY

FREEDOM SOCCER, LLC and
MAGICTALK SOCCER CLUB, LLC,

Plaintiffs,

vs.

WOMEN'S SOCCER, LLC,

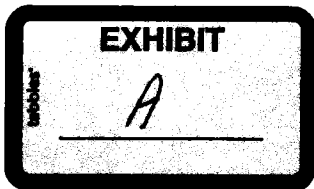
Defendant.

_____ /

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VOLUME II
TRANSCRIPT OF THE PROCEEDINGS BEFORE
THE HONORABLE MEENU T. SASSER
(Pages 153 - 306)

- - -



West Palm Beach, Florida
Friday, December 16, 2011
1:43 p.m. - 4:49 p.m.
Reported by: Lisa D. Danforth

1 A. Christie Rampone, right.

2 Q. I just wanted to get their names.

3 A. We actually had about eight or so National
4 Team players, but they're the marquee players and the
5 ones I knew that would attract the fan base.

6 Q. And when you talk about the fan base, you
7 decided after you made this acquisition to move the
8 team to Florida, correct?

9 MS. FULMER: Objection. Leading.

10 THE COURT: Sustained.

11 BY MR. EDERER:

12 Q. Where did the team play in 2011, Mr. Borislow?

13 A. In the Washington, D.C. area.

14 Q. No, that was in 2010, right?

15 A. In 2010 they played in the D.C. area.

16 Q. Right.

17 A. And then I had a choice of keeping them in
18 D.C. -- I supposedly had a choice, that was one of the
19 contentions, but I had a choice of keeping them in the
20 D.C. area or moving them down to Florida. But the
21 women up in D.C., there wasn't a great environment to
22 put them up at a nice place, and down in Florida, the
23 real estate market's not doing so well down here, so
24 we got to put them in a really nice condo. I have two
25 of my own soccer fields, and they're very safe, and

1 so.

2 Q. Your wife did?

3 A. My wife did, yeah.

4 Q. Now, Mr. Borislow, if you go through the
 5 dispute resolution procedures that are laid out in the
 6 parties' agreements and say 60, 90 days from now
 7 you're reinstated to the League, what are the chances
 8 that you're going to be able to field a team for the
 9 2012 season?

10 MS. FULMER: Objection. Leading.

11 THE COURT: Sustained.

12 THE WITNESS: Anything more than a --

13 THE COURT: Wait. Mr. Ederer is going to
 14 rephrase.

15 THE WITNESS: Oh, I'm sorry.

16 BY MR. EDERER:

17 Q. What, if anything, is going to happen to the
 18 team, Mr. Borislow, if you're not reinstated here?

19 MS. FULMER: Objection, Your Honor.
 20 Speculation.

21 THE COURT: Overruled.

22 THE WITNESS: The players that I had last
 23 year and any quality players will be long gone
 24 by then, so you might as well get your best high
 25 school team out there and try your best.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 50 2011 CA 018214 AI

CERTIFIED COPY

FREEDOM SOCCER, LLC and
MAGICTALK SOCCER CLUB, LLC,

Plaintiffs,

vs.

WOMEN'S SOCCER, LLC,

Defendant.

- - -
TRANSCRIPT OF THE PROCEEDINGS BEFORE
THE HONORABLE MEENU T. SASSER
- - -

West Palm Beach, Florida
Wednesday, January 18, 2012
10:32 a.m. - 10:52 a.m.
Reported by: Lisa D. Danforth

1 MR. EDERER: Mr. Borislow is here as well.

2 THE COURT: Yes. Good morning,
3 Mr. Borislow.

4 And your client is here as well.

5 MR. ACKERMAN: Ms. Sullivan.

6 THE COURT: Yes. Good morning. Very good
7 to see everyone.

8 I understand we were initially set for four
9 hours for the hearing this morning, but I
10 understand things have been resolved.

11 Mr. Ederer?

12 MR. EDERER: Yes, Your Honor. I'm going to
13 describe it in as brief a way as I can.

14 THE COURT: Please.

15 MR. EDERER: The parties have reached what
16 I think we can call an agreement in principal to
17 settle this matter, and we have principal terms
18 of the agreement that we would like to put on
19 the record if we can.

20 THE COURT: Please.

21 MR. EDERER: As you'll hear, there are a
22 few things that have to be worked out once we
23 get everything resolved on paper, including, as
24 you'll hear, U.S. Soccer Federation sanctioning
25 or approval of it.

1 The point I'm trying to make is that we
2 don't want to close the case today, because it's
3 possible that -- it's hopefully not the case,
4 but it's possible that the case will not be
5 resolved even though we have a principal-term
6 agreement.

7 So we can read the principal terms in, and
8 we'd like to have a holding date in case for
9 whatever reason we don't get the approval of the
10 Federation or --

11 THE COURT: That's fine. That's fine,
12 Mr. Ederer. I'm more than happy to keep the
13 case open. And if you would like, we can have a
14 status conference and you can let me know.

15 Is that acceptable, Ms. Berman?

16 MS. BERMAN: It is, Your Honor.

17 I have only one concern. We have very deep
18 concerns about confidentiality. There is one
19 person in the courtroom whom we do not know the
20 identity of, and so we are concerned about that.

21 THE COURT: Why don't we have everybody
22 identify themselves in the courtroom, please,
23 who are sitting in the hearing.

24 MR. JOHNSON: I'm Fitz Johnson, the Atlanta
25 Beat owner.

1 THE COURT: Sure. Go ahead.

2 MR. IANNO: The devil's in the details.

3 THE COURT: It is.

4 (Discussion held off the record.)

5 THE COURT: On the record. Mr. Ederer,
6 back on the record.

7 MR. EDERER: Yes, Your Honor.

8 We would like to put the principal terms of
9 the agreement on the record. They're not
10 voluminous, but so that everyone is on the same
11 page, we want to make sure that when we leave
12 here today we'll have a common understanding.

13 THE COURT: Okay.

14 MR. EDERER: And as you'll hear, as I
15 mentioned earlier, it's subject to final
16 U.S. Soccer Federation approval. But let's go
17 through that quickly if we can.

18 Let's just say there are certain terms that
19 relate to the dismissal and the wind-down of the
20 litigation which we don't think we need to get
21 into in detail here which the parties are in
22 agreement on.

23 There are also certain financial terms that
24 the parties are in agreement on in terms of how
25 the matter will resolve.

1 MR. EDERER: Your Honor, just to clarify
2 one point and make this clear, when the
3 agreement is finalized and approved by
4 U.S. Soccer, Mr. Borislow will be operating a
5 team, his own team, I'm calling it his own team,
6 but it will be operated by a company with which
7 he's affiliated and will not be part of the
8 Women's Professional Soccer League.

9 THE COURT: Okay.

10 MR. EDERER: And then the final thing we
11 want to put on the record is that the WPS has
12 indicated that the agreement is subject to the
13 approval of the League's Board of Governors.
14 They've indicated that three of the Board of
15 Governors have already approved this, two need
16 to approve and are going to be consulted
17 promptly.

18 MR. BORISLOW: And will follow through.

19 MR. EDERER: Right. And we'd like to get
20 very fast turn-around on that issue, because if
21 they don't -- if the other two don't approve,
22 then we need to know that right away.

23 THE COURT: Okay.

24 MR. EDERER: And we understand that the
25 three who approve will continue to -- if there's

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IN THE CIRCUIT COURT FOR THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.: 11-2011-CA-018214

CERTIFIED COPY

FREEDOM SOCCER, LLC and
MAGICTALK SOCCER CLUB, LLC,

Plaintiffs,

vs.

WOMEN'S SOCCER, LLC,

Defendant.

PROCEEDINGS BEFORE THE HONORABLE MEENU T. SASSER

Taken before Barbara Gallo, RMR-CRR,
Registered Merit Reporter-Certified Realtime Reporter
Notary Public in and for the State of Florida at Large

Thursday, January 26, 2012
Palm Beach County Courthouse
West Palm Beach, Florida 33401
4:09 p.m. to 4:11 p.m.

1 umbrella. And Miss Fulmer or Miss Berman can
2 add to that.

3 Here comes Joe.

4 MR. IANNO: Your Honor, I'm sorry. I don't
5 know what happened there.

6 THE COURT: That's okay, Mr. Ianno.
7 Mr. Rosenberg was letting us know the procedural
8 status of the matter.

9 MR. ROSENBERG: So, Your Honor, as a result
10 of this point not receiving the sanction or
11 approval of the US Pro Soccer League, we can not
12 report to the court that we've achieved a
13 settlement.

14 THE COURT: Okay. That's fine. Then we
15 still have the hearing scheduled. I have the
16 four hours scheduled for you guys next week.

17 So if counsel wants to continue to work on
18 it and wait for the update from the League,
19 that's perfectly fine.

20 MS. BERMAN: Okay. Thank you, Your Honor.

21 THE COURT: So the hearing is still on for
22 next week. If you would like, if there's a
23 joint motion if you expect it to take longer
24 from the soccer association and the league and
25 you want to file a joint motion for continuance,

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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH
COUNTY, FLORIDA

CASE NO: 50 2011 CA 018214 AI

ORIGINAL

FREEDOM SOCCER, LLC AND
MAGICTALK SOCCER CLUB, LLC,

Plaintiffs,

vs.

WOMEN'S SOCCER, LLC,

Defendant.

_____ /

TRANSCRIPT OF THE TELEPHONIC PROCEEDINGS BEFORE THE
HONORABLE MEENU T. SASSER

West Palm Beach, Florida
January 31, 2012
Preferred Real-Time Reporting
Reported by: Tracey A. Slye

1 on January 18th and if you recall at the league's
2 behest we stayed up the whole night before and we
3 worked out a comprehensive settlement. Our
4 position is this is a settled case. We don't
5 understand what happened here. Apparently the
6 league has decided it doesn't want to settle the
7 case, it wants to get out of the settlement, but
8 as far as we're concerned we had a final
9 settlement agreement. All of the terms were
10 agreed to and the only issue we were talking
11 about with the Soccer Federation, and these
12 discussions were ongoing as we told the court in
13 our phone conference last week, were the
14 circumstances under which the Soccer Federation
15 would allow its Women's National Team players to
16 play in these exhibition matches that the parties
17 were talking about.

18 And these discussions were ongoing and we
19 were making progress -- and by the way, if we
20 couldn't work something out, the settlement could
21 have gone forward anyway. We could have just
22 played the games without the Women's National
23 Team players, but this is a done deal and in any
24 case these discussions were only revolving around
25 what was going to happen in 2012 which apparently

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January 23, 2012

CONFIDENTIAL — VIA E-MAIL

Lisa Levine, Esq.
General Counsel
United States Soccer Federation
1801 South Prairie Avenue
Chicago, IL 60616

Re: Freedom Soccer, LLC and magicTalk Soccer Club, LLC,
v. Women's Soccer, LLC, Case No.: 2011 ca 018214

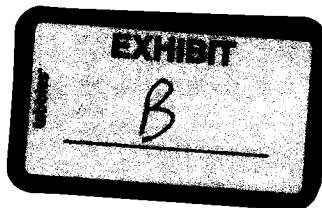
Dear Ms. Levine:

The undersigned are the attorneys of record for the Plaintiffs (the "magicJack Team") and Defendant (the "WPS") in the above captioned litigation pending in State Court in Florida, of which you are aware. We are writing jointly to respectfully request that the USSF approve the proposed terms of the parties' settlement of that action to the extent such approval is needed, which, we understand, it may be, particularly with respect to the participation of WNT players as members of the magicJack Team.

The present posture of the litigation in Florida is as follows. The action was commenced in November 2011. In the action, the magicJack Team, whose membership in the WPS was terminated in October 2011, seeks injunctive relief which, among other things, would have the effect of reinstating the magicJack Team as a WPS member pending the outcome of certain dispute resolution procedures in the parties' membership and operating agreements. On January 9, 2012, the Court issued an order (copy attached) finding that the magicJack Team was likely to succeed on the merits of its legal claim that the parties' agreements required that such dispute resolution procedures be engaged in prior to any termination of a league member taking effect. Thereafter, the Court scheduled a hearing on January 18, 2012 regarding the application by the magicJack team for injunctive relief, including its request to be reinstated as a WPS member.

On the morning of the January 18 hearing, the parties reached a settlement in principle of their litigation. In addition to certain confidential financial and litigation-related terms, the parties agreed to certain business terms. Essentially, what the parties agreed to was that the magicJack team would field a team for the 2012 and 2013 seasons, and play an exhibition schedule against WPS teams. The business terms of the parties' settlement in principle, of which the parties have informed the judge in the Florida State Court litigation, are as follows:

55186839v2



Lisa Levine, Esq.
January 23, 2012
Page 2

- The WPS will schedule exhibition matches against the magicJack Team in 2012 and 2013 as follows:

- o The magicJack Team will play one away match at each League franchise. Games are mutually scheduled, but are based on open WPS team game weekends, stadium availability and US WNT availability. Schedule falls out from available dates. If the League champion is Boston or WNY, the magicJack Team will play the champion at their home venue the week after the WPS championship. If the League champion is one of the other teams, the champion will have the option to play the magicJack Team at its home venue the week after the WPS championship.

- o Two games each year at a location of the magicJack Team's choosing in the contiguous United States (i.e. 2 matches per year, 4 matches total). WPS will make best efforts for the teams to be WNY and Boston. Each year, the WPS will provide 4 potential dates to the magicJack Team and it will select 2 dates from that list.

- o All matches governed by FIFA rules.

- o No limit on the number of Women's National Team players that the magicJack Team may sign in 2012. The magicJack Team may sign a maximum of eight (8) National Team players in 2013.

For your further information, at this time the parties do not contemplate that the magicJack Team will be "affiliated" with the WPS during the time that these matches are to be played. Rather, it is anticipated that the magicJack Team will affiliate with an appropriate State Association or other soccer entity that is governed and sanctioned by USSF.

Both parties are committed to resolving their litigation on the above settlement terms. We further understand that the WNT Players Union, which is, broadly speaking, aware of this proposed arrangement, is supportive. However, we are informed that certain of these terms may require USSF approval, particularly in light of the Federation's collective bargaining agreement with the WNT players. First, we are advised that in order for more than a certain number of WNT players to be members of the magicJack Team, the USSF must give its approval. Second, we understand that the USSF must give its approval for the WNT players to play in these exhibition matches, as otherwise their status on the National Team may be jeopardized. There may also be other provisions of the collective bargaining agreement, or other USSF rules of which we are presently unaware, that would require the USSF to approve this contemplated settlement.

We accordingly hereby respectfully request that the USSF give its approval to the proposed arrangement, to the extent such approval is necessary or required, so that the parties

Lisa Levine, Esq.
January 23, 2012
Page 3

may go forward and conclude their settlement. In that regard, you should be aware that this is a matter of urgency, as the litigation between the parties remains pending, and the judge has scheduled a status conference in the case for this coming Thursday, January 26, 2012, to determine the status of the parties' settlement. Further, if the matter has not been settled by that time, the Court has scheduled a hearing on the injunction portion of the magicJack Team's case, including its application for reinstatement into the WPS, for February 1, 2012.

Both parties wish to advise the USSF that they believe the above settlement terms are fair and reasonable, and are in the best interests of the parties and the sport of women's professional soccer in this country. We are, of course, at your immediate disposal to meet or speak with you, and to answer any questions you might have.

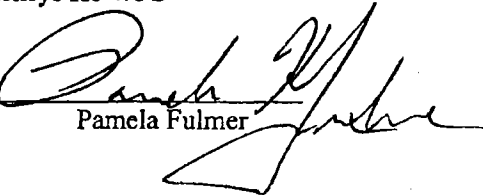
Thank you for your consideration of this matter.

Yours truly,

ARNOLD & PORTER LLP
Attorneys for magicJack Team

By: 
Louis S. Ederer

SNR DENTON
Attorneys for WPS

By: 
Pamela Fulmer

cc: Mr. Dan Flynn, CEO, US Soccer
Ms. Jennifer O'Sullivan
Mr. Dan Borislow

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN
AND FOR PALM BEACH COUNTY,
FLORIDA

CASE NO. 2011 CA018214(AI)

FREEDOM SOCCER, LLC and
MAGICTALK SOCCER CLUB, LLC,

Plaintiffs,

v.

WOMEN'S SOCCER, LLC,

Defendant.

**ORDER ON PLAINTIFFS' VERIFIED MOTION FOR TEMPORARY INJUNCTION
AND TO COMPEL CONTRACTUAL DISPUTE RESOLUTION PROCEDURES AND
ARBITRATION**

THIS CAUSE came before the Court on December 16, 2011 and January 5, 2012 for an evidentiary hearing on Plaintiffs' Verified Motion for Temporary Injunction and to Compel Dispute Resolution and Arbitration, and the Court having heard argument of counsel, testimony of witnesses and being otherwise fully advised in the premises, determines as follows:

1. On November 18, 2011, Plaintiffs Freedom Soccer, LLC and magicTalk Soccer Club, LLC (hereafter collectively "Plaintiffs" or "the Team") filed a Complaint in this Court asserting causes of action for specific performance and declaratory judgment arising out of a purported October 25, 2011 termination of their membership interest in Defendant Women's Soccer, LLC ("hereafter "Defendant" or "the League"). Plaintiffs claimed that such termination violated the parties' Operating Agreement and LLC Agreement, and, in particular, that such termination was effectuated without the League's decision to terminate the Team having first been submitted to the dispute resolution procedures set out in Article 12 of the LLC Agreement and Article 13.1(c) of the Operating Agreement (the "Dispute Resolution Procedures"); and

2. Plaintiffs having simultaneously filed in this Court a Verified Motion for Temporary Injunction and to Compel Contractual Dispute Resolution Procedures and Arbitration (hereafter "Motion for Temporary Injunction"), seeking, inter alia, temporary injunctive relief restoring the Team to its position as a member of the League while the parties engage in the Dispute Resolution Procedures, on the grounds that if such relief were not granted, the Team would suffer immediate and irreparable harm and there would be no adequate remedy at law; and

3. The Court, on December 16, 2011 and January 5, 2012, having heard testimony of witnesses and argument of counsel concerning Plaintiffs' Motion for Temporary Injunction, has determined as follows:

(a) The parties' relationship, and, accordingly, this action, is governed by the Second Amended and Restated Limited Liability Company Agreement of Women's Soccer, LLC, Plaintiff's Exhibit 41 (hereinafter "Px"), and Operating Agreement of Women's Soccer, LLC, Px 42.

(b) On October 25, 2011, the Board of Governors of Defendant Women's Soccer, LLC held a special meeting at which they made a decision to terminate Plaintiff's membership in Women's Soccer, LLC. Thereafter, by letter dated October 25, 2011, the League issued a Notice of Termination of the Team's membership interest in the League, purportedly pursuant to Section 13 of the Operating Agreement, Px 42.

(c) That none of the Dispute Resolution Procedures were performed prior to the League's issuance of the Notice of Termination

4. The Court has further reviewed the applicable contract provisions in Px 41 and Px 42, and has heard and considered the arguments of counsel for the parties with respect to the interpretation of such provisions. Based on the foregoing, the Court finds as follows:

(a) This dispute concerns a purported termination of Plaintiffs' membership interests in the League pursuant to Section 13 of the Operating Agreement, Px 42. While the parties dispute the merits of the termination, and the events that took place prior to the League's decision to terminate the Team's membership interest, the determination of the merits of the underlying disputes between the parties leading up to the purported termination, and whether the termination was proper, are not within the province of this Court, and do not affect the Court's decision whether Plaintiffs are entitled to the injunctive relief sought in this action.

(b) Plaintiffs assert that pursuant to the relevant sections of the LLC Agreement and the Operating Agreement, including, without limitation, Section 13.3(d) of the Operating Agreement, Px 42, that once the Board of Governors made a decision to terminate the Team's membership interest in the League, Plaintiffs were entitled to engage in all steps of the Dispute Resolution Procedures set out in Article 12 of the LLC Agreement, Px 41, before any purported termination could take effect. The Court, having reviewed all relevant provisions of the Agreements, agrees with Plaintiffs' position with respect to the provisions of Agreements.¹

(c) The Court further finds that the Agreements at issue are clear and unambiguous and do not require the resort to parol evidence to determine their meaning or intent.

(d) In particular, Section 13.3(d) of the Operating Agreement, Px 42, entitled "Decisions Subject to Arbitration", clearly and unambiguously provides that "any decision by the Board of Governors to terminate this Agreement shall be subject to arbitration in accordance with the procedures described in Article XII of the LLC Agreement". Other provisions of Section 13, on the other hand, provide for various procedures in the event of a "termination", as opposed to a "decision to terminate", the language which appears in Section 13.3(d) (see, e.g.,

¹ Defendant claims that the dispute resolution procedure process set forth in Section 13.3(d) of the Operating Agreement is in effect an "appeal" from a termination. The Court disagrees with Defendant's interpretation.

Section 13.3(a) and (b)). In addition, Section 13.3(d) is a mandatory clause, using the words “shall be subject to arbitration” in reference to any “decision to terminate” a team’s membership interest by the Board of Governors.

(e) Both parties agree that the Agreements in question must be read in their totality, and the Court finds that when reading the agreements as a whole, it is clear the Agreements provide that any decision by the Board of Governors to terminate a team’s membership interest is mandatorily subject to the Dispute Resolution Procedures set out in Article 12 of the LLC Agreement *prior* to any such decision to terminate being effectuated by the League.

While Defendant claims that such a construction and interpretation of the Agreements could lead to absurd results, the Court finds that procedures set forth in Article 12.01(c) of the LLC Agreement are mutual and provide that either party to the LLC Agreement may bring an action in Court seeking injunctive or other provisional relief to prevent immediate and irreparable harm, so that this provision provides a remedy to the Defendant, just as it does to the Plaintiffs, to prevent irreparable harm while the Article 12 Dispute Resolution Procedures with respect to any decision by the League to terminate a team’s membership interest are ongoing.

5. Therefore, in light of the foregoing, the Court makes the following findings of fact and conclusions of law:

(a) Likelihood of Success on the Merits

The Court finds that Plaintiffs have met their burden of establishing that they have a substantial likelihood of success on the merits of their claims, and a clear legal right to the relief requested, as it is clear from the Agreements that all steps of the Dispute Resolution Procedures are required *before* any decision to terminate the Team’s membership interest in the League can be effectuated. In making this finding, the Court is not making any determination as to the

underlying merits of the parties' dispute; rather, the Court is convinced that Plaintiff's interpretation and construction of the parties' Agreements is correct, and that Defendant failed to follow the Dispute Resolution Procedures, and, in particular, did not engage in all Dispute Resolution Procedures set out in Article 12 of the LLC Agreement after it reached its decision to terminate the Team, and prior to the issuance of the October 25, 2011 Notice of Termination.

(b) Irreparable Harm

As set forth above, Section 13.11 of the LLC Agreement provides that irreparable harm will result in the event any provision of the LLC Agreement has not been performed in accordance with its terms. While Plaintiffs claim that this element of injunctive relief has been met by virtue of the parties' Agreement, and is presumed, Defendant seeks to present evidence as to the irreparable harm to be suffered by Plaintiffs. The Court will reserve on the issue of irreparable harm.

(c) No Adequate Remedy at Law

Similarly, the Court will reserve on the issue of no adequate remedy at law.

(d) Public interest

The Court will reserve on the issue of public interest.


(e) Bond amount

The Court will reserve on the amount of a bond.

Based on this Court's findings, this matter is hereby scheduled for a four (4) hour evidentiary hearing solely on those issues on which the Court has reserved determination. Such

hearing shall be set on January 18th at 10:30 a.m.

DONE AND ORDERED in Chambers, West Palm Beach, Palm Beach County, Florida
this 9th day of January, 2012.


MEENU SASSER
Circuit Judge

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January 31, 2012

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
Re: Freedom Soccer, LLC and magicTalk Soccer Club, LLC
v. Women's Soccer, LLC

Dear Mr. Ederer:

On our phone hearing today, you indicated to the Court that your client may attempt to seek enforcement of the parties' settlement in principle, reached on January 17. As Mr. Rosenberg and Mr. Ianno acknowledged during the January 26 telephonic hearing with the Court, the settlement was contingent on the parties obtaining approval from the U.S. Soccer Federation ("USSF"), to allow Women's National Team players to play on an exhibition team owned by Mr. Borislow and unaffiliated with the Women's Professional Soccer League. USSF has contacted the League and stated that USSF will not support the settlement, putting an end to the settlement in principle that we had reached.

You have indicated that you believe U.S. Soccer Federation approval may be forthcoming. We are not aware of any statement by the Federation to that effect, and you have not included the League or its attorneys on any communications with the U.S. Soccer Federation other than the joint letter that you and Ms. Fulmer submitted to the U.S. Soccer Federation on January 23, 2012. Please provide copies to us of all communications that you or your client have made to the U.S. Soccer Federation concerning the proposed settlement and copies of any responses to those communications. Further, please explain the basis for your representation today to the Court that you believed that U.S. Soccer either has approved the plan outlined in the settlement, or that the plan remains under consideration. Thank you.

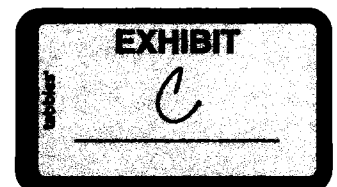
Very truly yours,


JILL NEXON BERMAN

JNB/al

cc: Ms. Jennifer O'Sullivan
Pamela Fulmer, Esq.
David Ackerman, Esq.
Mr. Fitz Johnson
(all via email)

Miami Tower, 100 Southeast Second Street, Suite 2900, Miami, Florida 33131
Main Telephone (305) 577-4177. Facsimile (305) 373-6036. www.rvmlaw.com





Wednesday, January 18, 2012

WPS, Dan Borislow to work together again

By Beau Dure

Women's Professional Soccer averted another court date with magicJack owner Dan Borislow on Wednesday, reaching a deal that allows his team to play an exhibition schedule in 2012 and 2013. Borislow said he has put his temporary injunction suit on hold; the suit was intended to stop the termination of his franchise.

The details of the deal need to be finalized and the plan must be approved by U.S. Soccer.

"It was a win-win-win here," said Borislow via email. "I won, the league won and my team won. The fourth win is actually the fans and soccer."

WPS players' union executive director Jennifer Hitchon also likes the resolution.

"Successful WPS compromise: Suit dropped, league survives, unsigned players can play a few exhibition games," Hitchon said on Twitter.

WPS officials did not immediately respond to requests for comment.

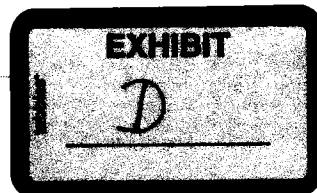
Borislow had taken the league to Palm Beach County (Fla.) Circuit Court seeking temporary reinstatement of magicJack, which the league moved to terminate in November. WPS said Borislow violated several league rules and soured relationships with league sponsors and vendors. The WPS threatened to disband rather than play another season with him as an owner. Borislow and WPS have had a running series of disputes, dating to last season.

Judge Meenu Sasser ruled last week that WPS failed to follow its own procedures in terminating Borislow's team. The Wednesday hearing dealt with other aspects of Borislow's motion for a temporary injunction.

The unique deal will give Borislow the opportunity to continue operating a professional team without being a league member. The plan is for his team to play seven or eight exhibition games -- one at each of the five remaining WPS venues and at least two in South Florida -- in 2012.

Borislow aims to re-sign many of the players from his 2011 magicJack team, including national team members Abby Wambach, Hope Solo, Megan Rapinoe and Christie Rampone.

"It's a great way to showcase a lot of the United States' talent," Borislow said. "It's a really good day for soccer. It's a huge thing for South Florida. Other than watching the girls beat Brazil [in the World Cup], this would have to be my second-best soccer day."



WPS TRANSACTIONS ABOUT PARTNERS

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WPS LONDON 2012 OLYMPICS USWNT INTERNATIONAL PLAYER BLOGS CULTURE NCAA

WPS, MAGICJACK, SETTLE ON SEMI-RETURN

JEFF KASSOUF JANUARY 19, 2012 23

The saga continues. On Wednesday, magicJack owner Dan Borislow agreed to drop his lawsuit seeking a temporary injunction to reinstate the team into Women's Professional Soccer. You didn't think it was that simple, did you?

The stipulations include magicJack's semi-return to WPS. The team won't actually be part of WPS, but it will play seven or eight exhibition games for each of the next two years. Two of those games each season will be at Florida Atlantic University, Borislow confirmed via email on Wednesday.



Dan Borislow wearing Washington Freedom gear on May 1, 2011 against the Philadelphia Independence. (Photo Credit: ISI Photos)

At a minimum – according to Borislow – U.S. national team stars Abby Wambach, Hope Solo, Christie Rampono and Megan Rapinoe will continue to play with magicJack, at least in 2012. If true that solves the mystery of where some U.S. players will play next season.

UPDATE: Hope Solo said via Twitter to magicJack's unofficial, fan-run Twitter account that she has not made any commitments. Borislow's response on Thursday morning read, "I have both commitments and signed contracts," but he did not specify which players the contracts were for.

The big question is whether or not Wednesday's news is a first step at reinstating Borislow and magicJack back into WPS, which needs a sixth team. WPS officials did not immediately respond to requests for comments. Borislow said he is not willing to speculate on that.

"I do not want to speculate, right now it is a very positive development for soccer and the WPS," Borislow said Wednesday via email.

In short, the good to come from this is that WPS walks on for 2012. That has been said before, but the league looked in jeopardy after last week's favorable ruling for magicJack. WPS stated that it would rather fold the league than bring back magicJack.

The bad is that the circus continues. The only attention WPS has gotten from mainstream media in the past year surrounded its public and childish dispute with Borislow. Now WPS will have to spend the next two years explaining to media, fans and anybody who cares that magicJack has some of the best players in the world and the team is competing against WPS teams, but is not actually a part of the league. Good luck wrapping someone's head around that one.

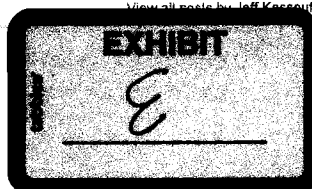
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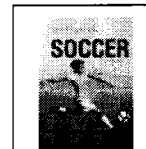
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23 COMMENTS >>



Anna January 19, 2012 at 2:41 am - Reply

What do you make of Hope Solo tweeting at the MagicJack account that she's made no commitments yet?



Jeff Kassouf January 19, 2012 at 11:38 am - Reply

It's very interesting...



Nick January 19, 2012 at 3:24 am - Reply

Bad day for wps



John F. January 19, 2012 at 10:03 am - Reply

FIFA and US Soccer are going to be okay with Wambach and Solo playing for a non-WPS team? I guess magicjack would still be considered a division 1 team even though they're not part of the league? It may work this year because some of these vets don't want to play a full wps season because of the Olympics, but in 2013, I hope to see these players playing in a full season and in the playoffs. At least I'll get to see a couple WPS games this year in south Florida!



Gerry Marrone January 19, 2012 at 11:06 am - Reply

Jeff – this is a bad move IMO – but one I understand from the owners perspective. However, every report is saying that the four players are playing on the team – does anyone actually know that for sure? I see Abby and Hope – but Christie?? Are you sure? Christie brought in her guy last year – Mike Lyons – who didn't last. Then Abby was running the show as has been previously reported everywhere. I think it would be better if no one took anything Dan Borislav said publicly as gospel until it is confirmed. Other questions I would ask – who covers the Workers Comp on the players on mJ? If they aren't part of WPS will they need to get their own policy? That is one expensive proposition for a professional sports team – the current teams carry the first \$250K of claims/losses. Is the team sanctioned in any way? What is USSF's stance on this arrangement – if it was going to be hard for national team players to play on teams that aren't Div 1 as was also previously reported – how does this work? And finally – how will the five current WPS teams approach the "scrimmages" with mJ? would you risk injury to your players if you were the coach? The games could wind up being playing time for the bottom of your roster against all the stars of mJ – not necessarily the most entertaining product. ANd after the Olympics why would you even entertain playing this team when you need to focus on the league? The list could go on and on.....



Jeff Kassouf January 19, 2012 at 11:41 am - Reply

Gerry, these are all excellent points. When somebody starts talking, I'll get some answers. For now, there is not much talking. I updated the post with Hope Solo's tweet and Dan Borislav's response. I asked for clarification of Borislav's response – whether that meant all four players had signed or some had made only verbal commitments – and I was told that the question was already

RICK JAMES on Source: Women's Professional Soccer suspends operations for 2012

rk_cambridge on Source: Women's Professional Soccer suspends operations for 2012

Jen on WPS, magicJack, settle on semi-return

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answered. Thus, we'll continue to wonder for now. And if I'm a WPS team, there is no way I risk injuries to star players against magicJack. Then again, I'm sure they are all itching to beat that team to make a point for WPS.



Gerry Marrone January 19, 2012 at 11:55 am - Reply

Jeff – I know you are trying and no one is talking. IMO WPS is making a HUGE mistake by not being front and center on this topic and controlling the message, instead of having it controlled for them. They made a deal – tell everyone what it is, what impact it has, why you did it and move on. Continued murkiness DOES NOT help sell tickets, sponsorships or build good will. Being a fan now I can clearly see how frustrating it is to try to support the league.



necron99 January 19, 2012 at 2:23 pm - Reply

Gerry – Further questions. Hitchon the Player's Union head said she supports it. Will the MJ players eligible to be in the Union? If you play your subs against MJ to protect your star players, and your team loses, aren't you diluting the WPS image? Obviously the barnstorming game is about bringing asses to seats when the fans come to see their USWNT favorites on the MJ team, if you don't play your stars they are let down by not seeing the USWNT players on the WPS roster.

I think the deal is still to be fully worked out. That is why Dan suspended his lawsuit but didn't formally settle it. They are working out the true details, and once they have them the case will be settled, and theoretically we get a press release with more info.



Dude January 19, 2012 at 11:12 am - Reply

Strange. (Sigh)



MrTuktoyaktuk January 19, 2012 at 11:54 am - Reply

With a team outside of league oversight, expect continued and unrelenting mischief from magicDan.

IMO to offset some of the two-headed baby-ness of this, the league should schedule some exhibition matches with W-League or even some foreign teams.



Andy Crossley January 19, 2012 at 12:09 pm - Reply

Even if this wasn't a great and informative post on its own merits, it was worth reading just for the accompanying photo and priceless caption.



Lisa F January 19, 2012 at 12:15 pm - Reply

As a SFL resident and a diehard soccer fan, (especially of the magicJack) I couldn't be happier of this news! Yes the situation is quite unorthodox, however WPS is not the most organized league. I think Dan Borislow is only human, and he has the opportunity to redeem himself. Borislow is an EXTREMELY wealthy man, I think he will do whatever he needs to monetarily to protect his players that do sign.

In the end though, fans just want to see great soccer games, and I speak for many SFL fans that any re-in statement of the magicJack franchise would be welcomed. No one can deny that ticket sales were ever down for this team. If they ever are officially re-instated it would only be a good thing for WPS, especially with driving in revenue.



RICK JAMES January 19, 2012 at 7:21 pm - Reply

The whole thing sounds like a Zen riddle ,scratching my head.



Dude January 20, 2012 at 2:13 pm - Reply

bit of a puzzle maybe, but this whole weird relationship drama has never been zen.



PASoccerdad January 19, 2012 at 9:34 pm - Reply

THIS IS HORRIBLE FOR wps THAT WERE ADAMANT ABOUT NOT WORKING WITH THIS CLOWN

I understand this is a trial to allow MJ back into the league (THIS is what he wants). I am told that there are rules and he has to hire a GM and REAL coach in order to play WPS teams. there are many stipulations to the agreement being finalized but we may end up with him back fully in the league to cause havoc off the field next year



RICK JAMES January 20, 2012 at 2:35 pm - Reply

I didnt say the whole situation is like Zen, i said 'Zen riddle ', big difference. Zen riddles are puzzles,only much more difficult to figure out.



Dude January 20, 2012 at 3:41 pm - Reply

yup, I got it, thank you. i was just playing off the term "zen".



Dude January 20, 2012 at 3:58 pm - Reply

Hey Jeff-

Was this kind of an off-the-books settlement meeting between WPS and MJ?

Because it seems hard to believe that this would have been the outcome of an actual court judgement, or even an arbitration hearing.

It seems strange to me that a business partnership, especially a franchise one like this, wouldn't have the right to vote out one of its non-majority members.

(ie. that one member could just strongarm/blackmail the others into being stuck with them for life.)

I find it hard to believe that there isn't a legal recourse, even in the arbitration stage, for how to divorce from a business partnership.

Seems like there probably is...but WPS was maybe trying to avoid the hassle/expense, and buy itself time perhaps.



Jen January 31, 2012 at 7:43 am - Reply

Money talks I guess... These players aren't earning millions of dollars a year like their counterpart males. If MagicJack is paying the right price then these players will obviously stay regardless of whether the team is apart of the league or not.

LEAVE A RESPONSE >>

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Lots of food for thought from @ScottJFrench on #WPS and what it means for LA area: <http://t.co/d5cA8sLG>

Thoughtful #WPS piece from @MenicaGonzo - <http://t.co/4Mujc3GX>

@johnnygeekwi Believe me, I'm not saying some of the alleged happenings are a positive. Was saying I agree USWNT will just go to camp.

@KatieSimons24 I take it as talking about his players. @garyhampson This hits the young players the hardest. Less shot at development, USWNT

Hey, I actually agree with Borislow on something: "Most wanted a camp." <http://t.co/rNkhAvps> #WPS #USWNT

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The Equalizer was founded in 2009 with a goal of bringing first-class media coverage to women's soccer. Since then we've brought you breaking news, in-depth analysis and everything you need to follow Women's Professional Soccer, the U.S. Women's National Team and more. Thanks for bearing with us as we transition the site into its new and improved state.

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