

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

PUERTO RICO SOCCER LEAGUE NFP CORP.,  
a Puerto Rico for profit corporation, 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 ACTION NO. 23-1203  
(RAM)

RE:

COMPLAINT FOR DAMAGES  
RESULTING FROM  
VIOLATIONS OF THE  
SHERMAN ANTITRUST ACT,  
AND DEMAND FOR JURY  
TRIAL

**JOINT MOTION TO DISQUALIFY PLAINTIFFS’ COUNSEL AND MEMORANDUM  
OF LAW IN SUPPORT THEREOF**

**TO THE HONORABLE COURT:**

**COME NOW** codefendants Federación Puertorriqueña de Futbol, Inc., Iván Rivera-Gutierrez, José “Cukito” Martinez, Gabriel Ortiz, Luis Mozo Cañete (“FPF Defendants”), the Confederation of North, Central America and Caribbean Association Football (“CONCACAF”), and Fédération Internationale de Football Association (“FIFA,” and together, where appropriate, “Defendants”), by and through their undersigned counsel, and respectfully move the Court to disqualify Ibrahim Reyes-Gándara (“Mr. Reyes”) and José R. Olmo-Rodríguez (“Mr. Olmo,” and

with Mr. Reyes, “Plaintiffs’ Counsel”) from continuing to act as counsel of record and advocates for plaintiffs.

## I. INTRODUCTION

Over the past several months of the Parties’ negotiations over discovery, Plaintiffs’ Counsel have made a series of admissions which present irresolvable and disqualifying conflicts of interest. The existence of such conflicts of interest can seriously undermine a lawyer’s duty to provide competent, unbiased, and loyal representation, potentially leading to professional and ethical consequences that can adversely impact a lawsuit for all parties if not properly addressed. This is particularly true when a lawyer’s personal interests interfere with his ability to represent clients impartially. Unfortunately, this is precisely the situation in the case at bar, requiring disqualification of Plaintiffs’ counsel.

*First*, both Mr. Reyes and Mr. Olmo have concrete, tangible and pressing conflicts stemming from the positions and ownership interests they hold in Plaintiff PRSL, one of two corporate entities with interests in the outcome of the litigation, and Mr. Olmo is himself a named plaintiff. Mr. Olmo and Mr. Reyes’s service as counsel may thus stand to the detriment of some of the other plaintiffs not directly linked to those personal interests, and undermine the administration of justice as a whole. Moreover, the strong personal and economic interests of Mr. Reyes and Mr. Olmo in the outcome of the case already have, and will likely continue to, result in this litigation devolving into a personal affair of the lawyers. And further still, the invasive discovery Plaintiffs’ Counsel is pursuing in this case (as set forth in the simultaneously filed Motions for Protective Orders) will, absent disqualification and other protections, result in the disclosure of competitive business materials directly *to competitors* (Mr. Reyes and Mr. Olmo)

who are acting as “counsel” and refuse to even represent that they will not misuse those materials for competitive purposes.

*Second*, both lawyers have unequivocally professed to have personal knowledge of key factual allegations in this case that is certain to require them to serve as trial witnesses, and testify *on their own behalf* and in their own favor, creating a serious conflict and making their contemporaneous service as counsel improper.

Plaintiffs’ Counsel’s continued representation of themselves and the other Plaintiffs in this case contravenes at least the American Bar Association’s Model Rules of Professional 1.7 and 3.7, which are governing in the Commonwealth. Model Rule 1.7 (“Conflicts of Interest,”) forecloses attorneys from representing a party if that party’s interest would be “materially limited by the lawyer’s responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.” Here, Plaintiffs’ Counsel represent *all* Plaintiffs, but their personal interests in the PRSL may diverge from the other Plaintiffs’ interests for any number of reasons, and precludes them from providing the “detached advice” required of litigation counsel. Model Rule 3.7, in turn, unequivocally bars a trial witness from simultaneously serving as counsel. Mr. Olmo and Mr. Reyes have both admitted in recent weeks that they are essential trial witnesses. Mr. Olmo and Mr. Reyes assert that they are willing to “take appropriate measures—such as engaging additional counsel for trial—to comply with Rule 3.7.” But that is no matter and the distinction will be without difference if they continue to otherwise serve as counsel and pervasively infect the litigation with their conflicts both before and after trial.

Simply put, the service of a named plaintiff (Mr. Olmo) as counsel, and the service of an individual with self-professed interest in the outcome of the litigation (Mr. Reyes) is unfair to both the other Plaintiffs and to Defendants, would cause undue harm to Defendants forced to litigate

against counsel with a vested personal interest in the case who intend to testify on Plaintiffs' behalf, and ultimately undermine the integrity of, not only this case, but also of the legal system.

As a result, and as described herein, Messrs. Reyes and Olmo's legal representation of all Plaintiffs presents ethical conflicts that warrant the disqualification of both lawyers. The matter presented for the Court's consideration in the instant motion has a direct impact on the course of discovery, its scope and manner in which it will be conducted, and potentially in the assertions of privilege by plaintiffs. As such, this *Joint Motion to Disqualify Counsel* presents a serious threshold issue that requires the Court's intervention before discovery in this case may proceed.<sup>1</sup>

## II. FACTUAL BACKGROUND

1. On May 9, 2025, plaintiffs filed the *Third Amended Complaint* through their attorneys of record, Mr. Olmo and Mr. Reyes. *See* Dkt. No. 33, p. 58-59.

2. In addition to appearing as counsel of record for all plaintiffs, Mr. Olmo is himself a named plaintiff in the *Third Amended Complaint*. *See* Dkt. No. 33, p. 1, 5.

3. Mr. Olmo is a lawyer admitted to the bar of the United States District Court for the District of Puerto Rico and by the Supreme Court of Puerto Rico to practice law in the Commonwealth of Puerto Rico.

4. Mr. Reyes is a lawyer, member of The Florida Bar, amongst others, and has been admitted *pro hac vice* to the bar of the United States District Court for the District of Puerto Rico. *See* Dkt. Nos. 5-6.

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<sup>1</sup> On this same date, Defendants have presented two motions titled *Defendants' Joint Motion for Entry of a Protective Order and in Support Thereof* and *Defendants' Joint Motion for Protective Order Limiting the Scope of Discovery*, through which Defendants submit a proposed order concerning protected materials, discovery protocol and the inadvertent production of privileged materials during the course of discovery. Defendants have also moved this Court for an *Emergency Request for stay of Discovery and for Extension* until the matter of plaintiffs' legal representation and the other threshold matters being presented to the Court is fully adjudicated and resolved.

5. On January 21, 2025, the Parties filed a *Joint Case Management Memorandum* that includes a list of witnesses for plaintiffs and for Defendants. Mr. Olmo is referenced throughout Plaintiffs' narrative of the allegations and is listed in plaintiffs' submission as a witness with personal knowledge of the factual allegations of the case. Notably, plaintiffs provided the following description of his purported knowledge:

Plaintiff, liability and damages, has knowledge of the restraint of trade through restriction of output and suppression of competition outside the FIFA, CONCACAF, and FPF monopoly, has knowledge of how Defendants FPF and its codefendant officers manipulate the election process to only allow "friendly clubs" to be affiliated with FPF and have a vote at the General Assembly, and exclude "non-friendly clubs" from affiliation and voting.

*See* Dkt. No. 147, p. 9-10.

6. The FPF Defendants also reserved the right to call upon Mr. Olmo as witness. *Id.*, p. 42.

7. On February 8, 2025, Plaintiffs served their initial disclosures pursuant to Fed. R. Civ. P. 26(a)(1) and, again, included Mr. Olmo as a person "likely to have discoverable information that Plaintiffs may use to support their claims pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(i)", and provided the following description: "[p]laintiff; knowledge of the restraint of trade, suppression of competition, and exclusionary practices, monopolization of the top league in the island, the impact on Pumas de Roosevelt F.C., expenses incurred and losses suffered in pursuit of Pumas de Roosevelt F.C.'s plans." *See Exhibit A, p. 3.*

8. On February 13, 2025, the parties held a meet and confer through videoconference, in which plaintiffs were represented by Mr. Reyes. During this meeting, Mr. Reyes voluntarily admitted and disclosed that he was involved in organized football in Puerto Rico, that he had personal knowledge of the allegations, and invited counsel for co-defendants FIFA and CONCACAF to hold a call with him separately to hear his account.

9. On February 21, 2025, the parties, through counsel, exchanged communications on three draft documents concerning the proposed discovery protocol and stipulated protective orders for protected materials and for inadvertent disclosure of privileged materials during discovery.<sup>2</sup>

10. Drafts were exchanged by the parties with edits and Mr. Andrés D. Santiago López (“Mr. Santiago”), acting as counsel for the FPF Defendants, and Mr. Reyes held a call to discuss the editorial revisions proposed by plaintiffs. The purpose was to work out differences in the hopes of reaching a consensual agreement. As part of this effort, counsel discussed a certain clause in the document titled *Stipulated Protective Order and Discovery Protocol*, in which Defendants proposed language to shield protected materials designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY from parties that also appear as counsel of record (i.e., Mr. Olmo). See **Exhibit B**.

11. During this dialogue, Mr. Santiago explained the FPF Defendants’ position that Mr. Olmo had a serious conflict of interest and an ethical conflict as both named plaintiff and counsel of record. Mr. Reyes then admitted that he too has a personal interest in the case because he is also an “owner” of plaintiff PRSL and, consequently, that he views himself in the same position as Mr. Olmo being simultaneously plaintiff and counsel. In response, Mr. Santiago stated that given the information provided by Mr. Reyes and his position, the FPF Defendants considered both attorneys to have a serious ethical conflict, and reserved all rights. See **Exhibit B**.

12. On February 26, 2025, the parties held another meeting to try to reach an agreement that would allow them to move forward with discovery. During that meeting, Mr. Reyes proposed that the HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY category for protected

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<sup>2</sup> The *Stipulated Protective Order and Discovery Protocol*, its exhibit, and a protective order regarding privileged materials are the object of a separate joint motion titled *Defendants’ Joint Motion for Entry of a Protective Order and in Support Thereof*, which discusses Defendants’ position regarding plaintiff’s counsel access to certain protected materials due to their evident conflicts of interest.

materials be abolished. Defendants reiterated their position regarding protected materials and Messrs. Olmo and Reyes clear conflicts of interest. After which Mr. Reyes invited defendants to exercise their right to file ethical complaints in the appropriate forum.

13. Mr. Reyes' own firm website includes a blog post from June 27, 2018 announcing that Mr. Reyes had been named "Chief of Operations Officer" (COO) of Plaintiff PRSL. *See Exhibit C*, p. 4-6.<sup>3</sup>

14. Furthermore, documents sent by PRSL to the FPF in 2018 indicate that Mr. Reyes was PRSL's Chief Operating Officer (COO) during the time period relevant to the allegations of the *Third Amended Complaint*.<sup>4</sup> *See Exhibit D*, p. 2.

15. After becoming aware of this information, on March 3, 2025, Defendants sent a letter to Messrs. Olmo and Reyes formally putting them on notice of Defendants' position that they "have serious conflicts of interest, conflicts which we believe violate the applicable ethical rules by which you are both bound, owing to your acting as litigation counsel for all Plaintiffs." Defendants requested that both Mr. Olmo and Mr. Reyes resign, and provided a safe harbor term for them to notify their intention to either resign or continue exercising the legal representation. Defendants reserved all rights and remedies. *See Exhibit E*.

16. Immediately thereafter, on March 4, 2025, Defendants received a letter signed by both attorneys for plaintiffs rejecting the existence of any ethical conflicts and indicating they would not resign (the "Reply Letter"). *See Exhibit F*.

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<sup>3</sup> *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).

<sup>4</sup> The document attached as Exhibit D was recently uncovered by the FPF as part of its efforts to collect documents in response to discovery requests served by Plaintiffs.

### III. APPLICABLE STANDARD

The Honorable Court has consistently held that “[a] motion to disqualify an attorney is an accepted and adequate way for a litigant to bring a potential conflict of interest to the Court’s attention.” Rivera Molina v. Casa La Roca, LLC, 546 F.Supp.3d 108, 110 (D.P.R. 2021) (citing Reyes Cañada v. Rey Hernández, 193 F. Supp. 2d 409, 411 (D.P.R. 2002); Southwire Co. v. Ramallo Brothers Printing, Inc., Civil No. 03-1100 (GAG), 2009 WL 3429773, at \*1 (D.P.R. Oct. 19, 2009)). “When analyzing motions for disqualification, federal district courts should look to the local rules promulgated by the district court itself.” Ashe v. Distribuidora Norma Inc., 2012 WL 12995645, at \*2 (D.P.R. 2012).

The United States District Court for the District of Puerto Rico (USDCPR) has incorporated the Model Rules of Professional Conduct (the “Model Rules”) adopted by the American Bar Association (ABA) as the core standard for professional conduct of attorneys “admitted or permitted to practice before” the USDCPR. *See* USDCPR Local Rules, Rule 83E (a) (hereinafter, for simplicity, the “Local Rules”);<sup>5</sup> *see also* U.S. v. Morrell-Corrada, 343 F. Supp. 2d 80, 84 (D.P.R. 2004). Disqualification of counsel pursuant to the Model Rules must be supported by a concrete conflict of interest and “must balance a client’s right to be represented by an attorney of its choice and the integrity of the legal system.” Rivera Molina v. Casa La Roca, LLC, *supra*, citing Kevlik v. Goldstein, 724 F.2d 844, 850 (1st Cir. 1984); Polyagro Plastics, Inc. v. Cincinnati Milacron, Inc., 903 F. Supp. 253, 256 (D.P.R. 1995).

Regarding conflicts of interest, Model Rule 1.7 establishes that:

[A] lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if: [. . .] there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client or a third person or **by a personal interest of the lawyer.**

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<sup>5</sup> This includes attorneys permitted to appear before the Court *pro hac vice*. *See* Local Rule 83A (g).



*See* M. R. of Pro. Conduct R. 1.7 (Emphasis ours).

“The rules dealing with conflicts of interest are chiefly concerned with protecting the client’s confidential disclosures to the attorney and ensuring the attorney’s loyalty to the client’s interests. . . if the probity of a lawyer’s own conduct in a transaction is in serious question, it may be difficult or impossible for the lawyer to give a client detached advice.” Hill v. Culebra Conservation and Development Authority, 599 F.Supp.2d 88, 92 (D.P.R. 2009). Although affected clients can provide informed consent to be represented by a conflicted attorney, “even informed consent may be insufficient to prevent disqualification, if it is not obvious to the court that the attorney will be able to represent all clients adequately or if the court believes no waiver may cure the damage to the integrity of the judicial process that such joint representation will cause.” Figueroa-Olmo v. Westinghouse Elec. Corp., 616 F. Supp. 1445, 1451 (D.P.R. 1985).

Model Rule 1.8 similarly prohibits an attorney from acquiring “a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client [. . .].” M. R. of Pro. Conduct, R. 1.8 (i).

Model Rule 3.7 addresses situations in which an attorney is likely to be called to testify for or against his clients:

A lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary witness unless:

- (1) the testimony relates to an uncontested issue;
- (2) the testimony relates to the nature and value of legal services rendered in the case; or
- (3) disqualification of the lawyer would work substantial hardship on the client.

*See* M. R. of Pro. Conduct, 3.7 (a).

The prohibition against a lawyer serving as counsel when he or she is providing substantive testimony in a case serves “1) the interest in protecting the integrity of the advocate's professional

role by eliminating the opportunity of mixing law and fact, and 2) preventing a lawyer from injecting his or her personal belief as to the cause into the lawyer's argument to the jury.” Culebra Enterprises Corp. v. Rivera-Ríos, 846 F.2d 94, 100 (1st Cir. 1988) (citing *Annotated Model Rules of Professional Conduct*, ABA, Rule 3.7, Legal Background, at 251–52). The First Circuit has therefore determined that disqualification is warranted in situations where the “lawyer-witness” will also act as “trial counsel” *Id.*, at p. 99. Disqualification under this ruled seeks to address:

1) [T]he possibility that, in addressing the jury, the lawyer will appear to vouch for his own credibility; 2) the unfair and difficult situation which arises when an opposing counsel has to cross-examine a lawyer-adversary and seek to impeach his credibility; and 3) the appearance of impropriety created, *i.e.*, the likely implication that the testifying lawyer may well be distorting the truth for the sake of his client.

*Id.* (citations omitted); *see also* Hill v. Culebra Conservation and Development Authority, 599 F.Supp.2d 88, 95 (D.P.R. 2009).

#### IV. DISCUSSION

##### A. ***Mr. Olmo’s simultaneously acting as named plaintiff, counsel and witness for all Plaintiffs are sufficient grounds for his disqualification.***

Mr. Olmo is in open violation of at least two of the Model Rules referenced above. Mr. Olmo’s simultaneous status as a named plaintiff in the case, an identified trial witness for plaintiffs, and counsel for ***all*** plaintiffs runs afoul of Model Rules 1.7 and 3.7, *supra*, which prohibit conflicts of interest based on a lawyer’s personal interests and prohibit a lawyer from serving as counsel when he or she is likely to give substantive testimony for or against his client. Mr. Olmo’s posture presents a disqualifying conflict of interest here for several reasons.

*First*, as a preliminary but dispositive matter, that Mr. Olmo is named plaintiff and attorney for plaintiffs creates an inherent conflict of interest due to the “a significant risk that the representation of one or more clients [here, the other named plaintiffs] will be materially limited

by the [. . .] personal interest of the lawyer.” M. R. of Pro. Conduct R. 1.7.<sup>6</sup> What Model Rule 1.7 seeks to preserve is the duty of loyalty and unbiased counsel that is paramount to the legal profession.

In response to this concern, Mr. Olmo argued that federal law does not prohibit his representation of himself *pro se*. See **Exhibit F**. Mr. Olmo’s response misses the point entirely. This District has adopted ethical rules of conduct that *exceed*, and that are not superseded by, federal law. Defendants are not impugning Mr. Olmo’s right to sue, nor to represent himself, but rather his representation of the other plaintiffs and himself simultaneously. And contrary to Mr. Olmo’s argument, Mr. Olmo is not appearing *pro se* in the case and has never made such a representation, so the premise of the argument is baseless. Moreover, neither Mr. Olmo’s response, nor any other representation he has ever made, suggests that he has the informed consent of the other Plaintiffs to proceed in this manner.<sup>7</sup>

*Second*, an additional insurmountable ethical hurdle that stems from Mr. Olmo’s legal representation and status as plaintiff is his inevitable use of attorney-client privilege as both a shield and sword during discovery. As a plaintiff, and as a witness, Mr. Olmo’s communications with other plaintiffs and with Defendants, are discoverable. In contrast, attorney-client communications are privileged pursuant to Rule 502 of the Federal Rules of Evidence. Therefore, Mr. Olmo’s representation creates an acute threat that privilege will be weaponized in future testimony in the case and, more importantly, where privilege is not invoked over Mr. Olmo’s

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<sup>6</sup> As a lawyer admitted to the legal practice in Puerto Rico, Mr. Olmo is also subject to the Code of Professional Ethics of Puerto Rico, which in its Canon 23 clearly states: “The lawyer shall not acquire an interest or participation, of any kind, in the object of the litigation that has been entrusted to him.” See P.R. Laws Ann. Tit. 4A, Ap. IX, R. 23; see also *In re Cepeda Parilla*, 8 P.R. Offic. Trans. 364 (1979).

<sup>7</sup> While Mr. Olmo claims in conclusory fashion that all Plaintiffs’ interests are “fully aligned,” see **Exhibit F**, it is not clear that is the case. The different Plaintiffs appear to have different involvement in, and ownership interests in, different clubs and corporate entities involved in the PRSL. For instance, Plaintiffs’ initial disclosures state that Mr. Olmo has specialized knowledge regarding the football club “Pumas de Roosevelt F.C.,” whereas other Plaintiffs have interests in other clubs, such as Larracuent, who is an employee and board member for Bayamon Soccer Club.

testimony, whether that will waive his client’s (i.e., the rest of the plaintiffs’) attorney-client privilege. It also raises the acute risk for privilege gamesmanship and waiver in discovery. If Mr. Olmo’s appearance as counsel were to be allowed to continue, it will be practically impossible to separate when Mr. Olmo has worn his hat as counsel for ALL plaintiffs and when he has worn his hat as merely a plaintiff. Defendants will thus not stand for the invocation as privilege to avoid production of any of Mr. Olmo’s materials—nor would such invocation of privilege be proper—which puts the attorney-client privilege of the other plaintiffs at risk.

Further, that Mr. Olmo will be called as a witness in the case is presents compelling and independent grounds for disqualification. Model Rule 3.7, *supra*, is unequivocal: “[a] lawyer **shall not act** as advocate at a trial in which the lawyer is likely to be a necessary witness [. . .]” (Emphasis ours).<sup>8</sup> Mr. Olmo’s forthcoming testimony is (by Plaintiffs’ own admission) directly related to core, contested topics in the case, including the nature of the alleged “restriction of output and suppression of competition”—in other words, the alleged antitrust conspiracy. Given his relevant knowledge and his status as a Plaintiff, Mr. Olmo will be both a deponent, and a trial witness, in this case.

Mr. Olmo argues that the prohibition in Model Rule 3.7, *supra*, is limited to trial lawyers. *See Exhibit F*. But this exception is not applicable to Mr. Olmo. This Court has only permitted “lawyer-witnesses” to serve as counsel prior to trial where the attorney himself has affirmatively averred that he will not serve as trial counsel. *See Hill v. Culebra Conservation and Development Authority, supra* at p. 95; *see also Culebra Enterprises Corp. v. Ríos-Rivera, supra*

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<sup>8</sup> As a lawyer admitted to the legal practice in Puerto Rico, Mr. Olmo is also subject to the Code of Professional Ethics of Puerto Rico, which in its Canon 22 clearly states: “[e]xcept when essential to the ends of justice, the lawyer should avoid testifying in court in behalf or in support of his client. When a lawyer is a witness of his client, except as to merely formal matters, such as the attestation or custody of an instrument and the like, he should leave the trial of the case to another counsel. Likewise, a lawyer should withdraw from the representation of his client when he finds out that the lawyer himself, one of his partners, or a lawyer in his firm, may be called to testify against his client.” *See also Culebra Enterprises Corp. v. Ríos-Rivera, supra* at p. 97 n. 3.

at p. 100 n.8 (“Nothing herein is meant to suggest that Rule 3.7 condones a witness-lawyer's visible association in the courtroom in the role of co-counsel with his client's trial attorney.”). Mr. Olmo has not represented that he will not serve as trial counsel. Nor can he, because he is local attorney sponsoring the *pro hac vice* admission of Mr. Reyes, and thus *must* serve as trial counsel. *See* Local Rule 83A (f). Indeed, Plaintiffs do not have *any* other counsel currently of-record that could later serve as trial counsel.

Finally, Mr. Olmo’s disqualification would not cause substantial hardship on Plaintiffs. Plaintiffs, including Mr. Olmo, will have the opportunity to retain new legal counsel. Defendants have shared their willingness to support a request by plaintiffs for substitution of counsel and a reasonable continuance during which to procure new counsel. Defendants have also requested a stay of discovery until the matter is resolved, and the case is still in its early stages and discovery has barely commenced.

The disqualification of Mr. Olmo as counsel for plaintiffs is both warranted and necessary.

***B. Mr. Reyes’ personal interest in the litigation and potential knowledge of the allegations are sufficient grounds for his disqualification.***

Mr. Reyes’s late-breaking admissions to Defendants’ counsel that he has both an ownership interest in plaintiff PRSL, and direct, personal knowledge concerning critical facts underlying the alleged unlawful conduct, require his disqualification as well.

The considerations regarding conflict of interest and the lawyer-witness rule for Mr. Reyes are near-identical to his co-counsel. Mr. Reyes’s personal interests as an “owner,” COO, and General Counsel of one of the plaintiffs contravenes Model Rule 1.7 because there is a palpable risk of the litigation devolving into a deeply conflicted and self-interested personal crusade for the lawyer (particularly as owner with a vested financial interest in the main plaintiff corporation), to the detriment of the judicial system as a whole and the detriment of the other plaintiffs should their

interest not entirely align with that of PRSL. Moreover, Mr. Reyes's status as "owner", "Chairman", and past or present "COO" of PRSL means that communications and/or declarations made by Mr. Reyes that fall beyond his role as a lawyer will be part of discovery and the factual record in this case, raising the same privilege concerns discussed above with respect to Mr. Olmo.

And once again, Defendants understand—based on Mr. Reyes's own statements—that he has personal knowledge directly related to substantive and contested topics of the case, and he is therefore likely to be a testifying witness. As a result, and likewise as discussed with respect to Mr. Olmo, Model Rule 3.7, *supra*, prohibits Mr. Reyes from serving as counsel here, because he is likely to testify on behalf of Plaintiffs.

Beyond that, for the same reasons discussed *supra* with respect to Mr. Olmo, Mr. Reyes's disqualification would not cause substantial hardship on Plaintiffs, for they have the opportunity to retain new legal counsel, Defendants have already indicated their willingness to support a request by plaintiffs or a reasonable term to do so. Defendants have also requested a stay of discovery until the matter is resolved, and the case is still in its early stages and discovery has barely commenced. Finally, Mr. Reyes is also slated to (and must) be plaintiffs' trial lawyer and the exceptions to Rule 3.7 therefore do not apply.

In his reply letter, Mr. Reyes tries to side-step his potential involvement as a witness and the prohibition for him to testify in favor of his clients by saying that his role in PRSL is that of "Co-Chair and General Counsel". He explicitly denies being PRSL's COO. *See Exhibit F, p. 3.* However, this is an inaccurate representation that is contradicted by his own firm's website and by a document sent by PRSL to the FPF on August 29, 2018, in which indicates that Mr. Reyes was the company's COO. *See Exhibit C, p.4-6; Exhibit D, p. 2.* Therefore, contrary to his self-serving and erroneous statement, as early as 2018, Mr. Reyes was directly involved in PRSL corporate and

business affairs, not as a lawyer but as an executive in charge of its purported operations.<sup>9</sup> As such he is likely to have knowledge of the factual of allegations that is not covered by attorney-client privilege. As Chairman, general counsel and (at least for a time) COO, Mr. Reyes will have important, relevant information regarding Plaintiff's antitrust claim. That, in turn, implicates that it is possible that a declaration or testimony made by him may be used at trial, and his service as counsel would violate Model Rule 3.7.

Therefore, disqualification of Mr. Reyes as counsel for plaintiffs is also warranted and necessary.

## V. PRAYER

**WHEREFORE**, Defendants respectfully request the Court take notice of all the above and order and GRANT the instant motion to disqualify Plaintiffs' attorneys from the case. Furthermore, it is respectfully requested that the Court issue an order staying the discovery process in the instant case until the issue of disqualification and other pending discovery motions have been resolved.

**RESPECTFULLY SUBMITTED.**

Dated: March 6, 2025.

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<sup>9</sup> Model Rule 8.4 provides that it is professional misconduct for a lawyer to “engage in conduct involving dishonesty, fraud, deceit or misrepresentation.” This rule can be violated “by silence or a failure to speak, including conduct that involved no express misrepresentations but simply consisted of a failure to reveal underlying facts which might be necessary to avoid misleading someone.” Romero-Barceló v. Acevedo-Vilá, 275 F.Supp.2d 177, 191 (D.P.R. 2003).

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*Attorneys for Defendant CONCACAF*

**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

/s/Andrés Daniel Santiago López  
Andrés D. Santiago-López  
USDC-PR No. 309508  
Email: [asl@amgprlaw.com](mailto:asl@amgprlaw.com)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

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

*Plaintiffs,*

v.

FEDERACION PUERTORRIQUEÑA DE  
FUTBOL, INC., IVAN RIVERA-  
GUTIERREZ, JOSE “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 1-20, and  
INSURANCE COMPANIES A, B, C,

*Defendants.*

CIVIL ACTION NO. 23-1203(RAM)

**PLAINTIFFS’ RULE 26(a)(1) INITIAL DISCLOSURES**

Plaintiffs, Puerto Rico Soccer League NFP Corp., Joseph Marc Serralta Ives, Maria Larracuente, Jose R. Olmo-Rodriguez, and Futbol Boricua (FBNET), Inc., by and through undersigned counsel, and pursuant to Rule 26 of the Federal Rules of Civil Procedure and U.S.D.C. for the District of Puerto Rico Local Rules, provide these their Initial Disclosures, without prejudice, with all rights and immunities being preserved, without waiving attorney-client privilege, work product doctrine, confidentiality or proprietary information objections, objections based on relevancy or admissibility, and any other proper ground for objection to the production

of information or documentation. In making these initial disclosures, Plaintiffs do not represent that they have identified all persons, companies, documents or tangible things that may be relevant to their claims and this lawsuit, and reserve the right to supplement their disclosures. Plaintiffs disclose as follows:

**I. Individuals likely to have discoverable information that Plaintiffs may use to support their claims pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(i), along with the subjects of such information, unless solely for impeachment**

Name and Title	Contact Information	Subject Matter
Joseph Marc “Joey” Serralta Ives, Plaintiff, and Chairman and CEO, Puerto Rico Soccer League	Through Counsel for Plaintiffs	Plaintiff; knowledge of the restraint of trade, suppression of competition, monopolization of the top league in the island, the impact on PRSL’s league operations, infrastructure (stadium) development investments and plans, obstruction of stadium development projects, impact on the target market and on the output of top league soccer within said market, expenses incurred and losses suffered, contracts oral and written, with clubs, sponsors, investors, municipalities, architects, engineers, builders, materials suppliers, etc. for stadium design and development, uniforms and equipment, etc. How the acts of the Defendants under 18 U.S.C. §1-2 have unlawfully restrained his trade and monopolized, attempted to

		<p>monopolize and conspired to monopolize the island’s top league. Defendants FPF, FIFA and CONCACAF monopoly power, exercised to coerce and intimidate clubs committed to PRSL to abandon it and join Defendant FPF’s competing Liga PR. Defendants anticompetitive conduct in using their power to exclude competition in the relevant market, Puerto Rico’s top league, harming output and competition at the top level. Creating barriers to entry to PRSL, that were not required of Liga PR’s clubs.</p>
<p>Jose R. Olmo-Rodriguez, Plaintiffs’ Counsel, and Plaintiff</p>	<p>Through Counsel for Plaintiffs</p>	<p>Plaintiff; knowledge of the restraint of trade, suppression of competition, and exclusionary practices, monopolization of the top league in the island, the impact on Pumas de Roosevelt F.C., expenses incurred and losses suffered in pursuit of Pumas de Roosevelt F.C.’s plans.</p>
<p>Maria Larracuenta, Plaintiff</p>	<p>Through Counsel for Plaintiffs</p>	<p>Plaintiff; knowledge of FPF’s manipulation of election processes to restrict competition, and control the vote, reduced output of the top league, expenses incurred and losses suffered in conducting campaign.</p>

Edwin Jusino, President of Plaintiff FUTBOL BORICUA (FBNET), Inc.	Through Counsel for Plaintiffs	Plaintiff, President FUTBOL BORICUA (FBNET), Inc., knowledge of the restraint of trade, suppression of competition, and exclusionary practices, monopolization of the top league in the island, the impact on FUTBOL BORICUA (FBNET), Inc., an online sports media company that covers the island's soccer industry, including the top league; knowledge of expenses incurred and losses suffered in preparing for 2019-forward production of all PRSL games and events throughout the island.
Mattias Grafström, FIFA official	Defendant FIFA official	Knowledge of communications between FIFA, FPF, and CONCACAF that resulted in PRSL's exclusion, with harm to the product and market, knowledge of FIFA'S awareness of FPF's actions harming output and competition at the top level.
Marco Leal, CONCACAF official	Defendant CONCACAF official	Knowledge of remediation attempts by PRSL, knowledge of communications between FIFA, FPF, and CONCACAF that resulted in PRSL's exclusion from top league market, with harm to the product and market, knowledge of CONCACAF's awareness of FPF's actions

		harming output and competition at the top level.
Ivan Rivera-Gutierrez, FPF President	FPF Defendant and individual Defendant	Knowledge of communications between FIFA, FPF, and CONCACAF that resulted in PRSL's exclusion, with harm to the product and market. Knowledge of FPF's decisions related to PRSL's exclusion and the establishment of Liga Puerto Rico, and harm caused to the product and market.
Carlos A. Lopez Rivera, Mayor of Municipality of Dorado	Third Party Witness, Alcaldia de Dorado, Calle Méndez Vigo, Dorado, PR, 00646	Knowledge of PRSL stadium and league development plans, meetings with PRSL, attendance at PRSL's presentation of 2019 season at Vivo Beach Club in September 2018, knowledge of land in Dorado available to PRSL for buildout plans, knowledge of meetings with architects, engineers, builders, materials suppliers, investors and sponsors.
Benjamin Martinez, President, Academia Quintana F.C.	Third Party Witness Parque de Futbol Benjamin Martínez Gonzalez, Complejo Deportivo Residencial Juan C. Cordero Dávila, San Juan, Puerto Rico 00917	Knowledge of Academia Quintana F.C. being a founding member of Puerto Rico Soccer League in 2008, being in contract with PRSL in 2019 since January 27, 2018, knowledge of FPF approaching it to advise Academia Quintana F.C. that its players would not be able to participate in FIFA,

		<p>CONCACAF and FPF sanctioned events, including the Puerto Rico National Team, knowledge that as Puerto Rico's top team historically, Academia Quintana's young men would be severely prejudiced unless it agreed to the coercive measures offered, of abandoning PRSL Liga Pro to play in FPF's Liga PR to avoid sanctions, knowledge of stadium plans of PRSL, knowledge of contract with PRSL, knowledge of meetings with San Juan Mayor Miguel Romero regarding stadium development for Academia Quintana F.C. in San Juan.</p>
<p>Juan Rodriguez Mejias</p>	<p>Plaintiffs' Expert Witness, available through Plaintiffs' counsel</p>	<p>Knowledge of economic impact of Defendants' anticompetitive and monopolistic practices, and damages to PRSL and its league and stadium development plans, knowledge of the PRSL Business Plan and Feasibility Study.</p>
<p>Eric Labrador, Former FPF President</p>	<p>Third Party Witness, address unknown at this time</p>	<p>Former FPF President; knowledge of PRSL's operations prior to the exclusion and the change in FPF policies under Rivera-Gutierrez, knowledge of the discretion in implementation of FIFA statutes that could breach antitrust laws under 18</p>

		U.S.C. §1-2, knowledge of PRSL stadium and league development plans after the demise of Jose “Joe” Serralta in 2017 and before the present FPF administration that overtook operations in 2019.
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**II. Description of documents pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(ii), of documents, electronically stored information (ESI), and tangible things that Plaintiffs have in their possession, custody and control and may use in support of their claims**

Plaintiffs may use the following categories of documents, electronically stored information, and tangible things to support their claims:

1. Financial Records of PRSL and related Plaintiffs showing the economic impact of exclusion from the soccer market in Puerto Rico.
2. Documents regarding FPF’s Sanctioning and Disciplinary Actions, including policies, procedures, and specific actions taken against PRSL, Olmo-Rodriguez, Larracuente, and Futbol Boricua (FBNET), Inc.
3. Affiliation and Licensing Records demonstrating FPF’s refusal to affiliate PRSL or clubs that intended to play in PRSL unless they would agree to leave PRSL and play in Liga PR.
4. Contracts and Agreements between PRSL with clubs (including Academia Quintana, Club Deportivo Barbosa, Don Bosco FC, Caguas Sporting, Arecibo FC, Las Piedras FC, Villa Andalucia FC), and third parties (municipalities, sponsors, investors) that were disrupted due to Defendants’ actions.
5. Meeting Minutes, Internal Memos, Presentations, Stadium Plans, Feasibility Studies, Business Plans, including expert reports from Hamilton Cruz Rosa and Juan Rodriguez Mejias on economic impact and damages, discussing PRSL and related Plaintiffs.
6. Documents and correspondence from PRSL to Defendants, from 2018 forward.
7. Contracts between PRSL and top league clubs for the 2019-2020 top league tournament.



Location of Documents: These documents are in the possession of Plaintiffs and will be made available for inspection, or produced electronically. Further, Plaintiffs have corresponded with Defendants FPF, CONCACAF and FIFA from 2019 until 2023, when the lawsuit was filed, and Defendants have some or all of this documentation in their possession, custody or control.

### **III. Damages**

Plaintiffs will provide their computations of damages, and supporting documentation, including receipts of expenses and investments, business plans, feasibility studies, and expert reports during the discovery phase.

Plaintiffs seek the following categories of damages:

1. **Lost Profits:** Revenue lost due to PRSL's exclusion from organizing league tournaments and related activities, including projected earnings from league operations, sponsorships, and partnerships, Futbol Boricua (FBNET), Inc.'s exclusion from conducting its business of soccer events coverage and media production, including the island's top league.
2. **Business Disruption:** Costs incurred from canceled contracts with third parties, municipalities, sponsors, and media companies.
3. **Market Impact:** Economic analysis of suppressed competition and market output due to Defendants' anticompetitive conduct.
4. **Punitive Damages:** For Defendants' willful engagement in anticompetitive practices and tortious interference, monopolization, attempted monopolization and conspiracy to monopolize the product and market.
5. **Legal Fees and Costs:** Reasonable attorney's fees and costs pursuant to applicable federal and state laws.

A detailed damages report will be provided upon completion of expert analysis and during discovery.

### **IV. Insurance**

Not applicable to Plaintiffs. Plaintiffs are unaware of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment entered in this action or to indemnify or reimburse for payments made to satisfy the judgment. Plaintiffs request that Defendants disclose any applicable insurance policies.

#### RESERVATION OF RIGHTS

Plaintiffs reserve the right to amend or supplement these disclosures as discovery progresses and as additional information becomes available.

DATED this 8<sup>th</sup> day of February, 2025.

Respectfully submitted,

S/José R. Olmo-Rodríguez  
José R. Olmo-Rodríguez  
USDC PR 213405  
261 Ave. Domenech, SJ PR 00918  
787.758.3570/jrolmo1@gmail.com

By: /s/Ibrahim Reyes  
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Florida Bar No. 581798  
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Email: ireyes@reyeslawyers.com  
(Admitted *Pro hac vice*)

*Counsel for the Plaintiffs*



**Re: PRSL, et al. v. FPF, et al. - Number of depositions**

**From** Andres D. Santiago-Lopez <asl@amgprlaw.com>  
**Date** Fri 2/21/2025 3:36 PM  
**To** Ibrahim Reyes <ireyes@reyeslawyers.com>; Gaffney, Yoav <ygaffney@paulweiss.com>; Jose R. Olmo <Jrolmo1@gmail.com>  
**Cc** Boehning, Christopher <cboehning@paulweiss.com>; McGregor, Michael <mmcgregor@paulweiss.com>; Suleicka Tulier <stulier@ferraiuoli.com>; Roberto Camara Fuertes <rcamara@ferraiuoli.com>; Wellner, Jacob <jwellner@paulweiss.com>; Eric Pérez-Ochoa <epo@amgprlaw.com>; Elsie García <EGarcia@amgprlaw.com>; John J. <jkuster@sidley.com>; Alexandra Casellas-Cabrera <acasellas@amgprlaw.com>; Voegelin, Tiana <tvoegelin@paulweiss.com>; Edwin J. Seda-Fernández <seda@amgprlaw.com>; salvador.antonetti@oneillborges.com <salvador.antonetti@oneillborges.com>; Amanda <ablau@sidley.com>

3 attachments (110 KB)

[PROPOSED] STIPULATED PROTECTIVE ORDER REGARDING CONFIDENTIALITY AND DISCOVERY PROTOCOL (Rev. PRSL After Call).docx; Draft 502(d) Order (Rev. PRSL after call).docx; EXHIBIT A\_Protective Order (Rev. PRSL after call).docx;

Dear all,

I reached out to Counsel Reyes and discussed the edits proposed by Plaintiffs in a phone call with him. As a result of that discussion please see attached the version of the documents with the edits that remain proposed by Plaintiffs and below a summary of the discussion:

- **Rule 502 Order:**
  - Plaintiffs withdrew its request for 14 days in page 3 and instead requests 7 business days. To which FPF does not object.
- **Stipulated Protective Order and its Exhibit A:**
  - The eliminations of the classifications for "Protected Materials" and substitution of the word "protected" for "privileged" where made invertedly, counsel for Plaintiffs understood that the purpose of the documents are distinct and agrees with the classifications and their purpose and withdraws all such changes.
  - Plaintiffs request that the term for the meet and confer in section 4.2 be changed from 10 days to 14 days.
  - Plaintiffs insist that the portion of section 5.4.1 related to access to materials designated HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY by named plaintiff acting as counsel for Plaintiffs be eliminated or the language otherwise altered.
  - Plaintiffs insists that the edited portion of section 7.3 be eliminated.

During our discussion regarding section 5.4.1, I raised with Counsel Reyes that, due to the nature of the materials potentially to be designated as HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY we have concerns regarding Counsel Olmo's conflict of interest as both Plaintiff and Attorney for all Plaintiffs and that the language proposed by Defendants seeks to address that unusual situation and to ensure that the spirit and purpose of the classification of protected material is enforced. Counsel Reyes expressed that they are in disagreement with the existence of a conflict of interest by Mr. Olmo as both Attorney and named Plaintiff, that his signature would suffice to enforce the agreement, and that they do not consent to the proposed

mechanism for him to review HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY designated material, as drafted.

Mr. Reyes also disclosed that he himself is an "owner" of the plaintiff Puerto Rico Soccer League NFP, Corp. I made it clear to Mr. Reyes that the FPF Defendants disagree with his position and do not waive ANY potential conflict of interest from their part nor does the FPF Defendants waive any remedies related to said conflicts of interest under applicable Law.

Regards,

Andrés D. Santiago-López  
Associate



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**From:** Ibrahim Reyes <ireyes@reyeslawyers.com>  
**Sent:** Friday, February 21, 2025 1:17 PM  
**To:** Gaffney, Yoav <ygaffney@paulweiss.com>; Jose R. Olmo <Jrolmo1@gmail.com>  
**Cc:** Boehning, Christopher <cboehning@paulweiss.com>; McGregor, Michael <mmcgregor@paulweiss.com>; Suleicka Tulier <stulier@ferraiuoli.com>; Roberto Camara Fuentes <rcamara@ferraiuoli.com>; Wellner, Jacob <jwellner@paulweiss.com>; Eric Pérez-Ochoa <epo@amgprlaw.com>; Elsie García <EGarcia@amgprlaw.com>; Andres D. Santiago-Lopez <asl@amgprlaw.com>; John J. <jkuster@sidley.com>; Alexandra Casellas-Cabrera <acasellas@amgprlaw.com>; Voegelin, Tiana <tvoegelin@paulweiss.com>; Edwin J. Seda-Fernández <seda@amgprlaw.com>; salvador.antonetti@oneillborges.com <salvador.antonetti@oneillborges.com>; Amanda <ablau@sidley.com>  
**Subject:** Re: PRSL, et al. v. FPF, et al. - Number of depositions

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Good afternoon, Yoav,

Please refer to Plaintiffs' changes. Since the proposed Order refers to confidential information, work product, attorney-client privilege collectively as Privileged Material, I amended the proposed Agreement and Exhibit for consistency. I also changed some deadlines (14 days versus 7 days) and rejected portions that are not necessary for purposes of protecting Privileged Materials. Should we need to discuss further, I'm available most of next week.

Thank you,

Ibrahim Reyes  
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*Chambers and Partners Miami Spotlight Firm in Dispute Resolution and Commercial Litigation  
Elite Lawyers in Sports and Entertainment Law*

**CONFIDENTIAL COMMUNICATION** PROTECTED BY ATTORNEY-CLIENT PRIVILEGE, WORK PRODUCT DOCTRINE AND/OR CONFIDENTIALITY TERMS. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DISREGARD AND DISCARD. THANK YOU.

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**From:** Gaffney, Yoav <ygaffney@paulweiss.com>  
**Sent:** Friday, February 21, 2025 10:22 AM  
**To:** Ibrahim Reyes <ireyes@reyeslawyers.com>; Jose R. Olmo <Jrolmo1@gmail.com>  
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**Subject:** RE: PRSL, et al. v. FPF, et al. - Number of depositions

Counsel,

Attached please find a draft protective order and Rule 502(d) order for the above-captioned matter. Please let us know this afternoon if you have any comments or proposed changes.

Best,  
Yoav

**Yoav Gaffney** | Associate

**Paul, Weiss, Rifkind, Wharton & Garrison LLP**

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**From:** Ibrahim Reyes <ireyes@reyeslawyers.com>  
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**To:** Edwin J. Seda-Fernández <seda@amgprlaw.com>; salvador.antonetti@oneillborges.com; Eric Pérez-Ochoa <epo@amgprlaw.com>; Andres D. Santiago-Lopez <asl@amgprlaw.com>; Alexandra Casellas-Cabrera <acasellas@amgprlaw.com>; Elsie García <EGarcia@amgprlaw.com>; Roberto Camara Fuentes <rcamara@ferraiuoli.com>; Suleicka Tulier <stulier@ferraiuoli.com>; McGregor, Michael <mmcgregor@paulweiss.com>; John J. <jkuster@sidley.com>; Boehning, Christopher <cboehning@paulweiss.com>; Ingrid Johnson <ijohnson@amgprlaw.com>; Amanda <ablau@sidley.com>; Voegelin, Tiana <tvoegelin@paulweiss.com>; Gaffney, Yoav <ygaffney@paulweiss.com>  
**Cc:** Jose R. Olmo <Jrolmo1@gmail.com>  
**Subject:** PRSL, et al. v. FPF, et al. - Number of depositions

Good afternoon, all,

The Court asked at the Initial Scheduling Conference that the Parties to confer on the number of depositions by 2/21/2025. We held the "meet and confer" videoconference on 2/13/2025, where Plaintiffs agreed to provide their reduced number of depositions by today, and hereby Plaintiffs advise Defendants that they have limited the number of depositions, as follows:

1. Ivan Rivera-Gutierrez: FPF President since 2019, and an individual Defendant. Has knowledge of FIFA Statutes applicable in 2019; how said Statutes were applied by him; how said Statutes were applied by previous president FPF Eric Labrador before 2019; that PRSL was a league affiliated with the FPF, as a league, as of September 20, 2019; that after FPF received copy of PRSL's communication to FIFA, CONCACAF, etc., FPF removed PRSL from the affiliates' tab on the FPF website; that he declined to meet with PRSL and CONCACAF on or about September 2022 in an effort to resolve the dispute without litigation; that FPF is a separate economic actor from FIFA and each FIFA-affiliated Confederation and FIFA-affiliated National Association; that the constituent members of each Confederation (the FPF) and National Association (the teams) are separate economic actors; that FIFA in concert with each Confederation (CONCACAF) and National Association (FPF) and their respective constituent members constitutes action by separate economic actors engaged in concerted action and agreements; that the effect of such policy has been, since 2019, to restrict entry into, and limit output of, in the relevant market of top league soccer in Puerto Rico; that by FPF limiting affiliated clubs it has controlled the voting outcome by keeping out clubs that are likely to vote against him; that FIFA Policy prohibits the sanctioning ("authorizing") of any League tournament in Puerto Rico not conducted by FPF; that FPF, by and through him or following his instructions and orders, and after having communicated with FIFA and CONCACAF on or about September 20, 2019, made contact with clubs about to start playing in the PRSL's Liga Pro on October 12, 2019; that through coercion (your players will not be eligible to join the National Team, your club will not be eligible to compete in FIFA authorized events) incorporated multiple clubs that were members of PRSL into FPF's Liga PR; that the agreements between FPF, CONCACAF and FIFA, applicable to Puerto Rico, including the FIFA Statutes, have had significant anticompetitive effects on the relevant market in Puerto Rico; that FPF has restricted output on the relevant market in Puerto Rico; that less restrictive means exist to achieve any claimed procompetitive purpose; that he intervened in precluding Maria Larracuenta from being a candidate; that he intervened in precluding Jose R. Olmo-Rodriguez from continuing to be associated with Pumas de Roosevelt, in retaliation for his legal representation of a client adverse to FPF and Ivan Rivera-Gutierrez; that he intervened in precluding Futbol Boricua from being able to provide media coverage of top level Puerto Rico soccer; that he was aware before September 20, 2019 that PRSL had plans to build soccer stadiums in Puerto Rico and his knowing and willful interference injured such plans and benefited him personally.

2. Mattias Grafström: In 2019, Grafström served as FIFA's Deputy Secretary General (Football), overseeing all football-related matters within the organization. Has knowledge that on September 20, 2019, FPF President Iván Rivera Gutiérrez communicated with FIFA, through him, expressing concerns that several Puerto Rican clubs intended to participate in a tournament [PRSL] not sanctioned by the FPF. In response, on September 27, 2019, Grafström informed the FPF that if member clubs were participating in unauthorized competitions, the FPF was entitled to act in accordance with Article 14(1)(d) of its statutes to prevent such activities; that PRSL informed him as early as 2019 that PRSL had in fact been sanctioned by the FPF to act as a league in 2019 and he allowed FPF's conduct to proceed; that CONCACAF was part of the exchanges between FIFA and FPF and why.

3. Eric Labrador: Former FPF President (2011-2019). Has knowledge of PRSL operating as Puerto Rico's top league during his tenure; that under his tenure, FPF sanctioned (authorized) the league's activities; that he allowed PRSL to operate the island's top league under the same FIFA Statutes that Ivan Rivera-Gutierrez did not.

4. Joseph Marc "Joey" Serralta Ives: President PRSL, former member and captain of the Puerto Rico National Team, co-founder Puerto Rico Islanders FC, inductee Puerto Rico Soccer Hall of Fame. Has knowledge of his meetings and discussions with Eric Labrador in 2018 and his agreement that PRSL should and would be allowed to operate its league; that Eric Labrador authorized PRSL to operate before Ivan Rivera-Gutierrez's presidency of FPF; that he or PRSL never received notification from FIFA, CONCACAF or FPF that the 2019 league could not proceed; that the effect of FIFA, CONCACAF and FPF in Puerto Rico since 2019 has been to restrict entry into, and limit output of, in the relevant market of top league soccer in Puerto Rico; that clubs under contract with PRSL informed him immediately before

the October 12, 2019 start date for the PRSL Liga Pro that members of FPF had threatened them that their players and clubs would not be able to be recognized by FIFA and Concacaf, not being able to participate in FIFA and CONCACAF sanctioned (authorized) events, or their players able to join the National Team; that the restraint of trade through restriction of output and suppression of competition outside the FIFA, CONCACAF, and FPF's monopoly has negatively affected the Puerto Rico market for top league soccer, so much so that FPF depends on clubs that used to compete with PRSL for it to be able to have its Liga PR; that PRSL has incurred damages, as has he; that PRSL had agreements with others, who have also incurred damages, including Futbol Boricua (FBNET), Inc.

5. Maria Larracuente: Plaintiff. Has knowledge of how FPF and Ivan Rivera-Gutierrez manipulated the election process to only allow "friendly clubs" to be affiliated with FPF and have a vote at the General Assembly, and exclude "non-friendly clubs" from affiliation and voting, thus promoting the restraint of trade through restriction of output and suppression of competition outside the FIFA, CONCACAF, and FPF's monopoly in Puerto Rico; that such monopoly has negatively affected the Puerto Rico market for top league soccer.

6. Carlos Lopez-Rivera: Mayor of Municipality of Dorado. Has knowledge of the agreements between him and the Municipality of Dorado with PRSL and Joseph Marc "Joey" Serralta Ives for the development of the Dorado Agrotourism Park (Parque Agroturístico Ecológico Recreativo) with sports complexes and long-term public private partnerships with the Municipality; that he welcomed the expected socioeconomic impact that PRSL's plans would bring; that he met with architects, engineers, contractors, and investors brought by PRSL; that he learned that FIFA, CONCACAF and FPF had prevented PRSL from going forward on or about October 2019; has knowledge of the restraint of trade through restriction of output and suppression of competition outside the FIFA, CONCACAF, and FPF's monopoly, as it affects the Municipality of Dorado.

7. Carlos O. Delgado Altieri, former Mayor of Municipality of Isabela. Has knowledge of the agreements and municipal legislation (Ordinance Number 18, Series 2018-2019, approved April 11, 2019) of the Municipality of Isabela with Plaintiffs PRSL and Joseph Marc "Joey" Serralta Ives for the development of the 11.4687 acres (11.8143 cuerdas) of land located at Carretera 112, Km. 0.4 for soccer stadium development and operation of a professional soccer club, Gladiadores (Gladiators) de Dorado F.C. and its socioeconomic impact; has knowledge of the restraint of trade through restriction of output and suppression of competition outside the FIFA, CONCACAF, and FPF's monopoly, as it affects the Municipality of Isabela.

8. Perdón Simonetti, Manager, Don Bosco F.C. Has knowledge of the communications with PRSL and Joseph Marc "Joey" Serralta Ives for the operation of a professional soccer club; that Don Bosco F.C. was going to participate in the PRSL 2019 League, until FPF interfered on behalf of FIFA, CONCACAF and itself; has knowledge of the restraint of trade through restriction of output and suppression of competition outside the FIFA, CONCACAF, and FPF's monopoly and how it affects top league soccer in Cantera.

9. Sara Rosario, COPUR (Comite Olimpico de Puerto Rico or Puerto Rico Olympic Committee). Has knowledge of the Puerto Rican Olympic Committee (COPUR), expulsion of the Puerto Rican Football Federation (FPF) and its president, Iván Rivera Gutierrez, due to disagreements over the authority of COPUR's Tribunal of Arbitration and Appeals (TAAD), that the FPF refused to recognize the TAAD's authority, leading to their expulsion, that Ivan Rivera Gutierrez argued that the TAAD was not impartial, as its president was appointed by Rosario, that the Court of Arbitration for Sports (CAS) dismissed the FPF's appeal, upholding COPUR's decision, that FPF is not a member of COPUR, and thus cannot compete in Olympic events; has knowledge of the restraint of trade through restriction of output and suppression of competition outside the FIFA, CONCACAF, and FPF's monopoly and how it affects top league soccer in Puerto Rico, and beyond, in the Olympic movement worldwide.

10. Esteban Rodriguez Estrella. Former FPF President (1982-1984), former President PRSL (2013-2014). Has knowledge of the FIFA Statutes; FIFA “Junta Normalizadora” or Normalizing Board; has knowledge of the restraint of trade through restriction of output and suppression of competition outside the FIFA, CONCACAF, and FPF’s monopoly, and how FIFA, CONCACAF and FPF’s monopolistic practices have had detrimental consequences to Puerto Rico’s soccer market since 2019.

Plaintiffs reserve the right to amend this list and to rely on other witnesses for impeachment purposes.

Thank you,

Ibrahim Reyes

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Elite Lawyers in Sports and Entertainment Law***

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**EXHIBIT C**



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## Areas of Practice

- Commercial Law
- Sports and Entertainment Law
- Immigration for Sports and Entertainment Law clients

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## LAW BLOG

< All Posts

### Ibrahim Reyes, Esquire named COO at PUERTO RICO SOCCER LEAGUE

June 27, 2018





Ibrahim Reyes, General Counsel of the PUERTO RICO SOCCER LEAGUE, has also adopted the responsibility of COO (Chief of Operations Officer) to ensure that Operations within and with third parties are smoothly designed within the proper legal framework to allow for the League to thrive. Having created a Business Plan that incorporates the newest approaches to professional sports management, the PUERTO RICO SOCCER LEAGUE has committed with many forward-thinking municipalities in Puerto Rico to build modern stadiums in partnership with BASALT TECHNOLOGIES LLC (a Puerto Rico registered entity) with innovative commercial tenants to attract the youth league players' families to the sports and entertainment venues every day of the week. Through soccer, we will rebuild Puerto Rico.

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REYES LAWYERS, P.A.

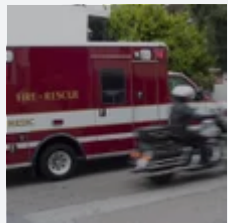


Feb 18, 2025



Puerto Rico Soccer League v. FIFA, CONCACAF y FPF - Resultados

Feb 18, 2025



Florida HALO Law in effect 1.01.2025

Jan 3, 2025

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29 de agosto del 2018

Lcdo. José Solá  
Secretario General  
Federación Puertorriqueña de Fútbol  
P.O. Box 360556  
San Juan, PR 00936-0556

Estimado licenciado Solá:

De conformidad con la Reunión Extraordinaria celebrada el martes, 28 de agosto a las 7:00 p.m. en el Restaurante Zayas de Hato Rey, Puerto Rico, con los directivos de la Puerto Rico Soccer League, les comunicamos que estaremos celebrando el torneo de fútbol Copa Excelencia IV.

En la reunión identificamos los campos en los que se jugará la Copa Excelencia IV. Además, se atendieron los pormenores de la competencia.

Ratificamos los siguientes asuntos:

1. Celebrar la Copa Excelencia IV del 19 de octubre de 2018 al 30 de marzo del 2019.
2. Jugar durante los meses de octubre del 2018 a marzo del 2019.
3. Los equipos estarán revisando sus instalaciones deportivas para asegurarse que cuenten con las facilidades necesarias de: camerinos para los dos equipos, árbitros, el terreno de juego reúna las condiciones requeridas, y la cantina.
4. Nos comunicamos con los diferentes clubes participantes y obtuvimos su respaldo a la Copa Excelencia IV, y todos se comprometieron a tener listas las instalaciones para el torneo.
5. Los equipos que participarán son los siguientes: Ponce, Quintana, Barbosa, Vega Baja, Dorado, Cayey.
6. Le incluimos el itinerario de los juegos, reglamento de competencia y minuta de la reunión extraordinaria celebrada el 28 de agosto del 2018.

Todos los clubes participantes son equipos federados o están en el proceso de su inscripción igualmente la Liga. Los árbitros a participar son miembros del Colegio de Árbitros de la Federación Puertorriqueña de Fútbol.

Atentamente,

A handwritten signature in black ink, appearing to read "Joseph Marc (Joey) Serralta".

Joseph Marc (Joey) Serralta  
Presidente  
Puerto Rico Soccer League

c: Miembros del Comité Ejecutivo  
Federación Puertorriqueña de Fútbol



28 de agosto del 2018

Minuta Reunión Extraordinaria  
Torneo Copa Excelencia IV  
Restaurante Zayas  
San Juan, Puerto Rico

Presentes:

1. Joey Serralta – Presidente
2. María Larracuente – Coordinadora General de la Liga
3. Ibrahim Reyes – COO
4. Benjamín Martínez – Quintana FC
5. Francisco XXX – Barbosa FC
6. Jaime Bosch – Comité Arbitraje
7. Ramón Ayala – Cayey FC
8. Jorge Hernández – Dorado FC
9. Verónica Chardón – Ponce FC
10. Pedro Armstrong – Vega Baja FC -- excusado
11. Ivellisse Quiñones – Asuntos legales
12. Kike Coca – Logística
13. José Olmo – Representante federativo
14. Edwin Jusino – Comunicaciones

Asuntos discutidos:

1. Se llevó a cabo la Invocación previa a la Asamblea realizada por el Sr. Benjamín Martínez.
2. Se hizo moción por María para dar inicio con los actos de la reunión, fue secundada la moción por Joey.
3. La reunión tenía como objetivo discutir los pormenores del Torneo de Fútbol Copa Excelencia IV.
4. La fecha del torneo de juego será del 19 de octubre de 2018 al 30 de marzo del 2019.
5. Confirmamos con los equipos adscritos a la Puerto Rico Soccer League que estarán participando de la Copa Excelencia IV. Estos son:
  - a. Quintana FC
  - b. Barbosa FC
  - c. Cayey FC
  - d. Dorado FC
  - e. Ponce FC
  - f. Vega Baja FC
    - i. En una llamada previa, Vega Baja confirmó su participación al torneo y se encuentra trabajando con su campo de juego.
6. Confirmamos los campos en los que se jugará la Copa Excelencia IV.
7. Cada equipo estará revisando sus instalaciones deportivas para que cuenten con las facilidades necesarias de:
  - a. camerinos para los dos equipos,
  - b. los árbitros,
  - c. que el terreno de juego reúna las condiciones de juego, y
  - d. la cantina.
8. Los clubes participantes comprometieron con tener disponible las instalaciones en las condiciones apropiadas para el torneo y obtuvimos su respaldo a la Copa Excelencia IV.

Minuta Reunión Extraordinaria  
Torneo Copa Excelencia IV  
18 de agosto de 2018

9. Se le recordó a los clubes que están en proceso de inscripción que se finalice el mismo lo antes posible.
10. Se revisó con los clubes el itinerario y contó con su aprobación.
11. Repasamos el reglamento de la competencia y se ratificó el mismo por los miembros de la Fgo.
12. Se le enviará carta a la FPF informando la minuta de esta reunión, el reglamento y el itinerario del torneo en cumplimiento con los estatutos y reglamentos de la FPF.
13. Se confirmó que los árbitros que participarán del torneo son miembros del Colegio de Árbitros de la Federación Puertorriqueña de Fútbol.
14. Se emitió moción para dar concluida la reunión por Quintana, la que fue aceptada por Joey.

**EXHIBIT E**

March 3, 2025

Via email: [ireyes@reyeslawyers.com](mailto:ireyes@reyeslawyers.com)  
[jrolmo1@gmail.com](mailto:jrolmo1@gmail.com)

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José R. Olmo-Rodríguez, Esq.  
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San Juan, PR 00918

Re: PRSL, et al. v. FPF, et al., Civ.  
No. 23-1203 (RAM)

Dear colleagues,

We hope this letter finds you both well. We send this letter as a courtesy, after a thorough and responsible analysis, in the hope that it will cause some reflection, a pause and rethinking at an individual and professional level.

As you know, a conflict of interest can seriously undermine a lawyer's duty to provide competent and loyal representation, potentially leading to professional and ethical consequences. This is particularly true when a lawyer's *personal* interests interfere with his ability to represent clients impartially. Unfortunately, this is precisely the situation here. Both of you, who currently serve as counsel for Plaintiffs, have serious conflicts of interest, conflicts which we believe violate the applicable ethical rules by which you are both bound, owing to your acting as litigation counsel for all Plaintiffs.

First and foremost, Mr. Olmo, is simultaneously a named plaintiff and acting as an attorney for *all* the Plaintiffs in the case. By being both a named plaintiff and an attorney in the case, Mr. Olmo has an improper proprietary interest in the outcome of the lawsuit that is in violation of the ABA Model Rules of Professional Conduct ("ABA Rules") and the Code of Professional Ethics of Puerto Rico, as applicable, and the relevant caselaw. In particular, Model Rule 1.7, which governs the conduct of attorneys admitted to practice in the District of Puerto Rico, provides that a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. Such conflict exists when "there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a ***personal interest of the lawyer.***" M.R. of Pro. Conduct R. 1.7 (emphasis added).

More fundamentally, as a party plaintiff, Mr. Olmo will have to provide testimony for the Plaintiffs, the Defense, or both. This also stands in clear violation of the referenced bodies of law, in particular Model Rule 3.7 which prohibits an attorney from serving as substantive witness in matters, for or against his clients. M.R. of Pro. Conduct R. 3.7.

This unusual and imprudent scenario also presents further problems for the Parties, for example as to whether communications to and from Mr. Olmo are considered privileged or not.

Similarly, we have taken stock of Mr. Reyes' recent comments to Defense counsel as to his personal knowledge of the facts of the case, his self-professed involvement in organized football in Puerto Rico, and his admission that he is "an owner" of Plaintiff Puerto Rico Soccer League NFP, Corp. ("PRSL"). Mr. Reyes' knowledge and personal involvement during the relevant time period of the case is further evidenced by certain documents that were recently brought to our attention and that identify him as "COO" or chief operating officer of PRSL in 2018. Considering Mr. Reyes' personal involvement, it is evident that he also has an improper vested or proprietary interest in the outcome of the case in violation of the ABA Rules and the Code of Professional Ethics of Puerto Rico, as applicable, and the relevant caselaw. Beyond that, considering Mr. Reyes' own admission that he has personal knowledge of the underlying factual allegations, the industry, and the documents that may be identified during the course of discovery that include declarations previously made by Mr. Reyes, it is likely that he may be required to testify. All of which stands in clear violations of the above referenced bodies of law, in particular the prohibition for an attorney to serve as substantive witness in a matter, for or against his clients.

In light of the above, we are certain that litigation cannot be conducted in fairness to all parties. Consequently, we hereby request that you both immediately resign and withdraw as counsel of record for Plaintiffs, otherwise Defendants will move to disqualify you both. We extend you both a forty eight (48) hour term to respond and indicate whether you will resign. Should you both resign as requested, we are willing to support a request by Plaintiffs of thirty (30) days to appear with new legal representation, if that becomes necessary. Defendants, of course, reserve all rights, do not waive any right or remedies, nor are the remedies discussed herein exclusive.

We look forward to your prompt response regarding this urgent matter.

Sincerely,

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**REYES LAWYERS, P.A.**

March 4, 2025

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**Re: PRSL, et al. v. FPF, et al., Civ. No. 23-1203 (RAM)**

Dear Counsel,

We are in receipt of your letter dated March 3, 2025, regarding the above-referenced matter. We appreciate your concerns and the professional courtesy extended. After careful consideration of the legal and ethical frameworks you cite—namely, Model Rules of Professional Conduct 1.7 and 3.7, as well as the broader context of our duties under the applicable rules and statutes, including 28 U.S.C. § 1654—we respectfully disagree with your assertion that our



## REYES LAWYERS, P.A.

representation of the Plaintiffs in this case presents an impermissible conflict of interest. We address your points below and confirm that we will not be resigning as counsel of record.

### **Mr. Olmo's Dual Role as Plaintiff and Counsel**

Your letter asserts that Mr. Olmo's status as both a named plaintiff and counsel for all Plaintiffs violates Model Rule 1.7, which prohibits representation where a concurrent conflict of interest exists, and Model Rule 3.7, which restricts a lawyer from acting as an advocate in a case where they are likely to be a necessary witness. We respectfully submit that neither rule is violated here.

First, under 28 U.S.C. § 1654, parties in federal court “may plead and conduct their own cases personally or by counsel as, by the rules of such courts, respectively, are permitted to manage and conduct causes therein.” This statute preserves Mr. Olmo's statutory right to represent himself as a pro se litigant in this matter. Courts have consistently recognized that a party's choice to act as their own counsel is a fundamental right, and such representation does not inherently create a conflict under the Model Rules. Mr. Olmo's decision to exercise this right while also representing co-plaintiffs is permissible, provided no material limitation on representation arises under Rule 1.7.

Model Rule 1.7(a)(2) provides that a concurrent conflict exists if “there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.” Here, Mr. Olmo's interests as a plaintiff are fully aligned with those of his co-plaintiffs. The claims in this case arise from the same factual and legal bases, and there is no divergence in objectives or strategy that would impair his ability to provide competent and diligent representation to all Plaintiffs. Far from presenting a “significant risk” of material limitation, Mr. Olmo's personal stake enhances his commitment to the case, ensuring zealous advocacy consistent with his ethical duties.

As to Model Rule 3.7, which prohibits a lawyer from acting as an advocate at trial where they are likely to be a necessary witness, we note that this rule is not an absolute bar to representation at this stage. Whether Mr. Olmo will be a necessary witness remains speculative and premature. Should it become evident during the course of litigation that his testimony is essential and cannot be obtained through other means, we are prepared to take appropriate measures—such as engaging additional counsel for trial—to comply with Rule 3.7. However, disqualification is not warranted at this juncture absent a concrete showing of necessity, as courts in this district and elsewhere have held that Rule 3.7 does not mandate preemptive withdrawal based solely on potential testimony.

### **Mr. Reyes' Involvement and Alleged Proprietary Interest**

## **REYES LAWYERS, P.A.**

Your letter also contends that Mr. Reyes' prior involvement with Plaintiff Puerto Rico Soccer League NFP, Corp. ("PRSL"), including his alleged role as "COO" in 2018 and his ownership interest, creates a conflict under Rules 1.7 and 3.7. We respectfully disagree.

Mr. Reyes' historical involvement with PRSL does not constitute an improper proprietary interest under Rule 1.7. His role as an officer (Mr. Reyes is Co-Chair and Chief Legal Officer (CLO) of PRSL, not Chief Operating Officer (COO)) and any ownership interest, are not adverse to the interests of PRSL or the other Plaintiffs. To the contrary, his deep understanding of the soccer industry in Puerto Rico and his alignment with PRSL's mission strengthen his ability to represent all Plaintiffs effectively. Rule 1.7 does not prohibit representation where a lawyer's personal experience or affiliations enhance, rather than limit, their capacity to serve their clients. There is no evidence that Mr. Reyes' personal interests diverge from or materially limit his representation of the Plaintiffs, as required to establish a conflict.

Regarding Rule 3.7, your assertion that Mr. Reyes is likely to be a necessary witness is, again, speculative at this stage. His knowledge of the underlying facts does not automatically render him a substantive witness, particularly where other individuals or documentary evidence may suffice to establish the Plaintiffs' claims. Should discovery reveal that his testimony is uniquely necessary, we will address that issue in due course, consistent with our ethical obligations. However, no basis exists now for his disqualification.

### **Privilege and Practical Considerations**

Your letter raises a concern about the privileged nature of communications involving Mr. Olmo. As a plaintiff and counsel, Mr. Olmo's communications with co-plaintiffs in his capacity as their attorney remain protected by the attorney-client privilege, absent any waiver. Courts routinely uphold privilege in similar circumstances where a lawyer-party represents co-parties with aligned interests. We see no practical or legal impediment to the fair conduct of this litigation arising from this arrangement.

### **Conclusion**

In light of the foregoing, we find no violation of 28 U.S.C. § 1654, Model Rule 1.7, or Model Rule 3.7 that would necessitate our withdrawal as counsel. Our representation of the Plaintiffs is consistent with both federal law and the ethical standards governing our profession. Accordingly, we respectfully decline your request to resign within the 48-hour timeframe provided. Should you proceed with a motion to disqualify, we will vigorously oppose it and reserve all rights to seek appropriate remedies for any resulting delay or prejudice to our clients.

**REYES LAWYERS, P.A.**

Sincerely,

/s/ Ibrahim Reyes

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