

IN THE 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, MARÍA  
LARRACUENTE, JOSÉ R. OLMO-  
RODRÍGUEZ, and FÚTBOL BORICUA  
(FBNET), Inc.,

Plaintiffs,

v.

FEDERACIÓN PUERTORRIQUENA DE  
FUTBOL, INC., IVÁN RIVERA-  
GUTIÉRREZ, JOSÉ “CUKITO” MARTÍNEZ,  
GABRIEL ORTIZ, LUIS MOZO CANETE,  
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:

SHERMAN ANTITRUST ACT

Hon. Raul M. Arias-Marxuach

**DEFENDANTS’ JOINT MOTION FOR PROTECTIVE ORDER  
LIMITING THE SCOPE OF DISCOVERY**

**COMES NOW** Defendants Federación Puertorriquena de Fútbol, Inc., Iván Rivera-Gutiérrez, José “Cukito” Martínez, Gabriel Ortiz, Luis Mozo Canete (collectively, the “FPF Defendants”), Fédération Internationale de Football Association (“FIFA”), and Confederation of North, Central America and Caribbean Association Football (“CONCACAF”) (with FIFA and the FPF Defendants, collectively the “Defendants”), by and through their respective undersigned counsel, hereby submit this Memorandum of Law in Support of their Joint Motion for Protective Order Limiting the Scope of Discovery pursuant to Fed. R. Civ. P. 26.

### **I. PRELIMINARY STATEMENT**

Plaintiffs’ Third Amended Complaint alleged myriad claims against Defendants, including claims under the Racketeer Influenced Corrupt Organizations (“RICO”) Act, as well as claims arising under laws of the Commonwealth of Puerto Rico. Following this Court’s Orders on Defendants’ respective motions to dismiss, only one claim survives: Plaintiffs’ Section 1 Sherman Act antitrust claim.

Yet, throughout the Parties’ discussions regarding discovery, Plaintiffs have inexplicably continued to insist on pursuing extensive discovery into their *dismissed* RICO and Commonwealth-law based claims. As explained below, Plaintiffs are plainly not entitled to pursue discovery that has nothing to do with their sole surviving Sherman Act claim and that relates only to their dismissed claims. The Defendants now seek an appropriate protective order from this Court pursuant to Fed. R. Civ. P. 26(c) to preclude the continued attempts by Plaintiffs to pursue discovery requests (regardless of form) that relates solely to dismissed claims.

Black-letter law is clear that Plaintiffs may not seek discovery relating to dismissed claims, and clarifying the proper scope of discovery on that score via an appropriate Protective Order will enable the parties to have clear boundaries as they move forward with discovery. Indeed, absent clear instruction from the Court as to the boundaries of discovery, it is highly likely that there will

continue to be needless global disputes as Plaintiffs continue to pursue discovery that clearly is not permitted. The requested order setting forth clear boundaries before discovery proceeds is an appropriate exercise of the Court's supervision of discovery, will enable the parties to conduct discovery efficiently while minimizing the potential for attenuated motions practice and thus will serve to economize the Court's and the Parties' time and resources in the long run.

Defendants likewise request a protective order precluding Plaintiffs from continuing to insist it can call 68 witnesses at trial. Notwithstanding this Court's admonition during the Initial Scheduling Conference that Plaintiffs must narrow down their set of potential witnesses, Plaintiffs have refused to cull their trial list down to a reasonable number. As the Court observed at that conference, Defendants have the right to take the deposition of any witness Plaintiffs intend to call. If Plaintiffs continue to insist on calling 68 witnesses at trial, discovery will necessarily entail a *minimum* of 68 depositions because Defendants cannot waive their rights to depose all of Plaintiffs' trial witnesses and be subject to trial by ambush. Plaintiffs' refusal to cull its potential trial list down to a reasonable number, barring a Protective Order requiring them to, will result in wasteful and plainly overburdensome discovery.

There can be no doubt that Plaintiffs' proposed set of trial witnesses is grossly disproportionate to the needs of Plaintiffs' case. And while Plaintiffs have provided Defendants with a list of 10 *depositions* they wish to take, that alone does not solve the problem: their list of proposed *trial* witnesses is what drives the need for discovery, and will result in unduly broad and burdensome discovery, as well an unnecessary trial that would last months on end. Far from complying with the Court's order, Plaintiffs' witness list, and therefore the depositions, remain a moving target. There simply is no plausible basis for refusing to provide a reasonable list of potential trial witnesses to Defendants. To facilitate discovery, Defendants therefore ask that the

Court issue a protective order to limit Plaintiffs to no more than 15 trial witnesses, to require that Plaintiffs identify that list of trial witnesses within twenty-one (21) days of the Court's order, and to require that good cause be shown should Plaintiffs seek to add any more.

Defendants do not come to the Court lightly to ask for a Protective Order. But based on the Plaintiffs' positions to date, needless discovery disputes have arisen and will persist throughout the case absent the relief sought by Defendants. Therefore, to quickly and efficiently resolve these gatekeeping issues, the Defendants respectfully submit the present Motion seeking to establish the allowable scope of discovery for this case.

## **II. PROCEDURAL HISTORY AND OBJECTIONABLE DISCOVERY**

### **A. The Court Dismissed Plaintiffs' RICO and Commonwealth Law Claims.**

Plaintiffs filed their Third Amended Complaint ("TAC") on September 5, 2023 alleging that the Defendants perpetrated a scheme "to conspire in restraint of trade and to conspire in violation of anti-racketeering laws" (i.e., the RICO Act), and violated various Commonwealth laws. TAC ¶ 1-5 (ECF No. 33). Each of the Defendants independently sought dismissal of Plaintiffs' claims. *See* FPF Defendants' Motion to Dismiss ("MTD") (ECF No. 44); FIFA's Motion to Dismiss (ECF No. 88); and CONCACAF's Motion to Dismiss (ECF No. 98). On September 30th, October 4th, and November 25th, 2024, the Court dismissed Plaintiffs' RICO Act and Commonwealth law claims *with prejudice* against all Defendants, but permitted Plaintiffs to continue pursuing their claims under Section 1 of the Sherman Act (the "Antitrust Claim") against the Defendants. *See* Opinion and Order as to FPF Defendants' MTD (ECF No. 129); Memorandum and Order as to CONCACAF's MTD (ECF No. 130); and Opinion and Order as to FIFA's MTD (ECF No. 138).<sup>1</sup> The Court's Opinion and Orders also limited the Antitrust Claim

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<sup>1</sup> The Court's ruling with respect to FIFA, ECF No. 138, appears to include a typographical error in that the Court first states that Plaintiffs' RICO and Commonwealth claims are dismissed "with prejudice," ECF No. 138 at 24, and

to Plaintiff Puerto Rico Soccer League (“PRSL”). *See, e.g.*, ECF No. 129 at 9. The Court’s analysis emphasized that the Antitrust Claim advanced in the TAC centered on PRSL’s alleged exclusion from the market for league tournaments and the alleged harm resulting therefrom. The Defendants each answered the TAC and proceeded in accordance with the Court’s Rule 16 Scheduling Order.

**B. The Court Gave The Parties Clear Direction On The Scope Of Discovery At The Initial Scheduling Conference.**

On January 21, 2025, the Parties submitted a Joint Case Management Memorandum (“JCMM”) with differing positions on the scope and schedule for discovery in this matter. *See* ECF No. 147. In the JCMM, Plaintiffs included sixty eight (68) fact witnesses and indicated to the Court that they intended to seek written discovery, some of which related to the dismissed claims. *See id.* at 7–22. The Defendants objected in the JCMM to the portions of Plaintiffs’ submission that improperly sought to reintroduce “factual allegations that pertain exclusively to claims that have been dismissed” and “their attempt to characterize those factual allegations as violations of the Sherman Act.” *Id.* at 24–25.

At the Initial Scheduling Conference, on February 6, 2025, the Court adopted the Defendants’ proposed schedule from the JCMM and directed Plaintiffs to cull their list of witnesses so the Parties could plan for a reasonable number of depositions. *See* Minutes of Proceedings (ECF No. 154). The Court also directed the Parties to confer by February 21, 2025,

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subsequently states that Plaintiffs’ claims are dismissed “without prejudice.” ECF No. 138, at 25. Defendants understand that the Court intended to dismiss the RICO and Commonwealth claims *with* prejudice as to all Defendants, based on the content of the Order, and the fact that the Court otherwise dismissed the RICO and Commonwealth claims with prejudice as to the other Defendants. Plaintiffs have nevertheless suggested that the Court’s conflicting language in the FIFA Order (ECF No. 138) regarding whether the claims were dismissed with or without prejudice provides them a basis to seek discovery into these claims. Defendants disagree as a matter of law, as those claims are dismissed in either scenario, but given Plaintiffs ongoing abuse of this typographical error, Defendants request that the Court clarify that ECF No. 138 dismissed Plaintiffs’ RICO and Commonwealth claims against FIFA “with prejudice,” as it expressly states and further request that the Court enter partial judgement as to the dismissed causes of action.

on the number of depositions to be taken during discovery and seek relief from the Court if an agreement could not be reached. *Id.* When Defendants raised their concern in open court as to Plaintiffs' intent to conduct discovery over dismissed causes of action, the Court reiterated its direction that the Parties should confer on scope of discovery and seek relief from the Court if an agreement could not be reached.

**C. The Parties Cannot Agree On The Appropriate Scope Of Discovery.**

On February 4, 2025, Plaintiffs served the Defendants with written discovery requests. *See* Exhibits A, B, C, and D. Plaintiffs served FIFA and CONCACAF with forty-five (45) and forty-four (44) requests for production of documents, respectively, and served the FPF Defendants with ninety-three (93) requests for production of documents. *See* Exhibits A, B, and C. In these written discovery requests, Plaintiffs blatantly seek information and documents related to their dismissed RICO claims, Commonwealth law claims, and immigration law claims.

On February 13th, the Parties met and conferred about discovery issues. Consistent with the Court's directive, Plaintiffs agreed during that meeting to send a revised list of witnesses by February 17th. When approached by Defendants to limit the scope of discovery only to topics relevant to the Antitrust claim, Plaintiffs flat-out denied that they were obliged to limit their discovery only to the surviving cause of action. On February 17th, Plaintiffs' counsel emailed the Defendants to inform them that they would be proceeding with ten (10) depositions,<sup>2</sup> but reserved their right to amend that list and to "rely on other witnesses for impeachment purposes." Exhibit E at 2-5. This is the same position that Plaintiffs presented at the Initial Scheduling Conference, which the Court noted did not solve the problem of the disproportionate number of trial witnesses the Court noted Defendants would have a right to depose. On February 21st, Plaintiffs notified

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<sup>2</sup> This list included several members of FPF, a representative from FIFA, third party witnesses, and several Plaintiffs themselves.

the Defendants that they revised their list of individuals they would seek to depose, specifically removing plaintiffs from the list. Ex. E at 1. Again, Plaintiffs indicated that they may not move forward deposing all of the people on the list but could still call them to testify at trial, once again circumventing the limit on the number of depositions by reserving the right to call other witnesses at trial, since Defendants would have the right to depose any trial witnesses. *Id.* at 1. On February 27, 2025, Plaintiffs served Defendants with Requests for Admission. *See* Exhibits F, G, and H.

### **III. LEGAL STANDARD**

Rule 26 of the Federal Rules of Civil Procedure contains safeguards against improper or disproportional discovery requests. Although the scope of discovery under Rule 26 is broad, it is not limitless. Among other things, the Court may order that a “disclosure or discovery not be had,” Fed. R. Civ. P. 26(c)(1), or that “certain matters not be inquired into.” *Id.* at 26(c)(4).

The standard for discovery under Rule 26 is that the information sought must be “relevant to any party’s claim or defense” and proportional to the needs of the case. *Id.* at 26(b)(1). The 2015 amendments to Rule 26(b)(1) eliminated the broader standard that allowed discovery of information merely “relevant to the subject matter involved in the action” or reasonably calculated to lead to the discovery of admissible evidence.” Discovery is now limited to matters that are both relevant and proportional, considering factors such as the importance of the issues at stake, the amount in controversy, the parties’ relative access to information, and whether the burden or expense of the proposed discovery outweighs its likely benefit. *Id.*

Broad discovery requests that seek irrelevant and disproportionate information, such as the areas of inquiry sought by Plaintiffs, and which are designed to be “fishing expeditions” should be quashed, with a protective order granted to the party resisting discovery. *Mack v. Great Atlantic and Pacific Tea Co., Inc.*, 871 F.2d 179, 187 (1st Cir 1989) (holding that a party may not “undertake wholly exploratory operations in the vague hope that something helpful will turn up.”);

*W Holding Co., Inc. v. Chartis Inc. Co. of Puerto Rico*, 300 F.R.D. 43, 45 (D.P.R. 2014) (noting that “overly broad discovery requests create unnecessary conflicts that do not advance the merits of [the] case.”).

#### IV. ARGUMENT

Fed. R. Civ. P. 26(c) states that, upon a motion by a party from whom discovery is sought, the Court may make any order which justice requires to protect a party, including orders that: (1) discovery not be had; (2) that the discovery be had only on specified terms or conditions; or (3) that certain matters not be inquired into, or that the scope of discovery be limited to certain matters. The guiding principle of the Federal Rules is “to secure the just, speedy, and inexpensive determination of every action.” Fed. R. Civ. P. 1. The Court is vested with broad discretion to limit discovery to avoid “annoyance, embarrassment, oppression, or undue burden or expense.” Fed. R. Civ. P. 26(c).

##### A. **A Protective Order Is Needed to Prevent Plaintiffs From Pursuing Discovery on Dismissed Claims.**

It is apparent that Plaintiffs are on a fishing expedition in an attempt to relitigate the claims that have already been properly dismissed, with prejudice, by this Court. That is not an appropriate use of discovery. *See, e.g., Milazzo v. Sentry Ins.*, 856 F.2d 321, 322 (1st Cir. 1988) (“Discovery is not ‘a fishing expedition’: parties must disclose some relevant factual basis for their claim before requested discovery will be allowed.”); *Almeida-Leon v. WM Cap. Mgmt. Inc.*, 2019 WL 13198700, at \*2 (D.P.R. Feb. 1, 2019) (“Mere previous reference or use of a fact during litigation does not render it currently relevant, especially when some claims have been dismissed.”); *Widi v. McNeil*, 2016 WL 9408515, at \*5 (D. Me. Oct. 3, 2016) (holding that plaintiff could not seek discovery from defendant without a plausible claim).



Federal Rule of Civil Procedure 26(b) plainly does not authorize discovery on dismissed claims. *See, e.g., Almeida-Leon*, 2019 WL 13198700, at \*2 (denying plaintiff’s motion to compel because, among other things, the testimony sought was relevant only under claims that had been previously dismissed); *Doe v. Sanderson*, 2021 WL 828379, at \*3 (D. Mass. Mar. 4, 2021) (denying plaintiff’s motion to compel discovery where defendants had produced all discovery relevant to plaintiff’s remaining claims and where plaintiff could not explain how additional discovery sought related to the remaining claims). Moreover, Rule 26(b)(1) only permits “[p]arties [to] obtain discovery regarding any non-privileged matter that is *relevant to any party’s claim or defenses . . .*” (emphasis added).

Here, Plaintiffs continue to pursue excessive discovery that has nothing to do with their sole surviving Antitrust Claim but relates only to their dismissed claims. For example, Plaintiffs seek in the Requests for Production (“RFPs”) documents and communications relating to individual defendants that are not tethered to the Antitrust Claim, only to the dismissed RICO or Commonwealth law claims. *Compare* TAC ¶¶ 117, 121–126, *with* Ex. A at RFP Nos. 31 and 35; Ex. B at RFP Nos. 31 and 35; Ex. C at RFP Nos. 30 and 34 (seeking “all documents and communications” related to Plaintiff Maria Larracuente and her electoral fraud claims); *compare* TAC ¶¶ 91–92, 140–142, *with* Ex. A at RFP Nos. 32 and 36; Ex. B at RFP Nos. 32 and 36; Ex. C at RFP Nos. 31 and 35 (seeking “all documents and communications” related to Plaintiff Jose R. Olmo and his fraudulent misrepresentation claims); *compare* TAC ¶¶ 149–153, *with* Ex. A at RFP Nos. 33 and 37; Ex. B at RFP Nos. 33 and 37; Ex. C at RFP Nos. 32 and 36 (seeking “all documents and communications” related to Futbol Boricua’s tort claims).

The Court already ruled that Plaintiffs’ allegations regarding Larracuente’s lost earnings lacked “the definiteness required to plead a RICO injury,” and even if she did have standing, “the

allegations of the underlying fraud are too imprecise to state a claim.” ECF No. 129 at 26. The Court also held the allegations that “Larracuenta was harmed by FPF Defendants blocking her candidacy for FPF President . . . fail[ed] to articulate a harm to **business or property**,” and “fail[ed] to satisfy the proximate cause requirement.” *Id.* at 27 (emphasis in original). With regards to Plaintiff Olmo, the Court found that the “allegations of Olmo’s injury failed[ed] to plead proximate cause” and “fail[ed] to allege this was harm to **business or property**.” *Id.* at 28 (emphasis in original). Lastly, the Court dismissed FBNET’s tortious interference claims as deficient. *Id.* at 32–34. Thus, it should be clear to Plaintiffs that discovery related to Larracuenta, Olmo, and Futbol Boricua’s dismissed (*with prejudice*) RICO and commonwealth-law claims are no longer relevant.

Plaintiffs’ RFPs also seek documents and communications related to the dismissed immigration law claims. *Compare* TAC ¶¶ 64–65, *with* Ex. A at RFP Nos. 24, 53–55. And beyond the claims even alleged in the TAC, Plaintiffs’ RFPs seek documents and communications related to FBNET’s previously asserted—and rejected—First and Fourteenth Amendment censorship claims. *Compare* Order denying Plaintiff FBNET’s request for a preliminary injunction (ECF No. 128), *with* Ex. A at RFP Nos. 72–79. Defendants have provided the Court with a chart showing examples of how many of the Plaintiffs’ document requests parrot allegations in their Third Amended Complaint that relate solely to dismissed claims. *See* Exhibit I.

Requiring Defendants to respond to such blatantly irrelevant discovery requests that relate to facially dismissed (*with prejudice*) claims is overly burdensome and inconsistent with the requirements of FRCP 26.

Moreover, as discussed further below, Plaintiffs continue to insist on an unreasonable set of trial witnesses that will inordinately expand depositions taken in this case to 68 witnesses. Many

of the witnesses identified—and the contentions about their purported knowledge—are no longer at issue because they relate to the now-dismissed claims. Limiting the scope of discovery exclusively to the sole surviving Antitrust Claim in the Protective Order will therefore further facilitate the requested Protective Order requiring Plaintiffs to tailor their trial witness list, as many of their presently proposed witnesses relate exclusively to those now-dismissed claims. And any attempt by Plaintiffs to recast the dismissed facts and allegations as related to the Antitrust Claims to inordinately expand their witness list should expressly be foreclosed.

By way of example, Plaintiffs identify “William Anderson” as a witness who purportedly “has knowledge of the FPF treatment of referees who complained about the issues with FPF Liga Puerto Rico.” ECF No. 147 at 19. However, the FPF Defendants’ “treatment of referees” relates exclusively to Plaintiffs’ now-dismissed breach of fiduciary duty claims, thereby rendering William Anderson’s knowledge of this subject irrelevant. Similarly, Plaintiffs’ portion of the JCMM attempts to recast their allegations concerning the FPF Defendants’ alleged misrepresentation of football club Pumas de Roosevelt F.C.’s affiliation status as “anticompetitive conduct,” when, in fact, as the Court’s order recognized, those allegations relate solely to Plaintiffs’ RICO and Commonwealth law claims. ECF No. 129 at 19, 22, 27–30.

The Defendants therefore respectfully request that the Court quash the Requests that relate only to the now-dismissed claims, and further order that discovery can proceed *only* into the remaining non-dismissed antitrust claim, and that the witness list must be narrowed to remove witnesses whose testimony only covers the dismissed RICO and Commonwealth-claims.

**B. A Protective Order Is Needed to Require Plaintiffs to Narrow Their Number of Trial Witnesses.**

A protective order also is needed to require Plaintiffs to reduce their intended trial witness list to a number that is proportionate with the needs of this case. Under no circumstances is 68

trial witnesses a reasonable or proportionate proposal here. As the Defendants explained in their proposed discovery schedule in the JCMM, it is not possible to depose all 68 potential trial witnesses within the proposed schedule, or to conduct a reasonable trial if all of *Plaintiffs'* trial witnesses might be called.

While Plaintiffs have provided a proposed set of 10 *depositions*, as the Court also noted, Defendants have a right to depose each of Plaintiffs' intended *trial* witnesses. The Federal Rules of Civil Procedure do not allow trial by ambush. *See Heal v. Wells Fargo, N.S. as Trustee for WaMu Mortgage Pass-Through Certificates Services 2006-PR2 Trust*, 560 F. Supp. 3d 347, 358 (D. Mass. 2021) (“[T]he purpose of mandatory witness disclosure under the Federal Rules is ‘to avoid trial by ambush.’”). *See also United States v. Munoz-Franco*, 203 F. Supp. 2d 102, 110 (D.P.R. 2002) (excluding the testimony of character witnesses on the grounds that their testimony would be cumulative, as other witnesses had already provided similar testimony); *Pedraza v. Holiday Housewares, Inc.*, 203 F.R.D. 40, 42 (D. Mass. 2001) (denying motion for additional depositions where the Plaintiff’s motion “bespeaks of a possible fishing expedition” and fails to argue how the sought after evidence would be admissible). As a result, should Plaintiffs maintain a trial witness list of 68 individuals, 68 depositions will be required.

Plaintiffs' list of 68 witnesses is disproportionate to the needs of this case and unduly burdensome, and no explanation has been given as to why such a large number is needed. Moreover, as noted above, many of the 68 witnesses Plaintiffs reserve the right to call at trial have knowledge exclusively as to the claims that have now been dismissed and their inclusion on the witness list is therefore substantively improper in addition to being overly burdensome and disproportionate to the needs of the case. Once the proper scope of discovery is limited to only the sole surviving Antitrust Claim in the Protective Order, many of the proposed witnesses should

be removed. But given Plaintiffs’ repeated and staunch refusal to narrow its list, and its extensive efforts to recast dismissed allegations as relevant to the remaining Antitrust Claim, a protective order is required to expressly mandate that Plaintiffs cull their list of potential trial witnesses to 15 individuals (or, at an absolute maximum, 15). *See* Fed. R. Civ. P. 26(b)(2) (the Court should limit discovery if it determines that “the discovery sought is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome, or less expensive” or “the burden or expense of the proposed discovery outweighs its likely benefit”).

Indeed, this result has been reached in similar circumstances. In *Whittingham v. Amherst College*, 163 F.R.D. 170, 171 (D. Mass. 1995), the plaintiff had cited a large number of individuals who could potentially be deposed and 30 individuals who were designated as potential trial witnesses. Similar to the Plaintiffs here, the plaintiff in *Whittingham* asserted that the 30 potential trial witnesses would not all need to be deposed, nor did the plaintiff have an exact list or number of potential deponents. *Id.* The Court denied plaintiff Whittingham’s request for more than 10 depositions. *Id.* at 171–72.

\* \* \*

The Parties are unable to proceed with discovery in an efficient and productive manner without resolution of these gatekeeping issues. It is not an appropriate use of discovery by Plaintiffs to relitigate dismissed claims or embark on a fishing expedition to find a factual basis to reassert those dismissed claims. Nor is it appropriate for Plaintiffs to maintain a trial witness list of 69 witnesses, exponentially expanding the depositions Defendants will be required to take.

## V. CONCLUSION

For the foregoing reasons, the Defendants respectfully request this Court issue their proposed Protective Order, see attached as Exhibit J, which limits the scope of Plaintiffs’ discovery, prohibits inquiry into matters related to claims that have already been dismissed from

this case, and limits Plaintiffs' number of witnesses to 15, absent a showing of good cause for any additional witnesses, and grant Defendants any other relief that the Court deems just and proper.

**VI. LOCAL RULE 26 CERTIFICATION**

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

**RESPECTFULLY SUBMITTED.**

Dated: March 6, 2025.

**ADSUAR MUÑIZ GOYCO**  
**SEDA & PÉREZ-OCHOA, P.S.C.**  
P.O. Box 70294  
San Juan, Puerto Rico 00936-8294  
Tel: 787.756.9000 Fax: 787.756.9010

*/s/Edwin Seda-Fernández*  
Edwin J. Seda-Fernández  
USDC-PR No. 205212  
Email: seda@amgprlaw.com

*/s/Eric Pérez-Ochoa*  
Eric Pérez-Ochoa  
USDC-PR No. 206314  
Email: epo@amgprlaw.com

*/s/Alexandra C. Casellas Cabrera*  
Alexandra Casellas Cabrera  
USDC-PR No. 301010  
Email: acasellas@amgprlaw.com

*/s/Andrés Daniel Santiago López*  
Andrés D. Santiago-López  
USDC-PR No. 309508  
Email: asl@amgprlaw.com

*Counsel for the FPF Defendants*

**FERRAIUOILI, LLC**  
By: */s/ Roberto A. Camara-Fuertes*  
Roberto A. Camara-Fuertes

Suleicka Tulier-Vazquez  
P.O. Box 195168  
San Juan, PR 00919-5168  
Tel: (787) 766-7000  
Fax: (787) 766-7001  
Email: rcamara@ferraiuoli.com  
stulier@ferraiuoli.com

**PAUL, WEISS, RIFKIND,  
WHARTON & GARRISON LLP**  
H. Christopher Boehning (*pro hac vice*)  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Tel: (212) 373-3000  
Fax: (212) 757-3990  
Email: cboehning@paulweiss.com

*Attorneys for Defendant FIFA*

**O'NEILL & BORGES LLC**  
By: /s/ Salvador J. Antonetti-Stutts  
/s/ Aníbal A. Román-Medina

Salvador J. Antonetti-Stutts  
USDC-PR No. 215002  
Aníbal A. Román -Medina  
USDC-PR No. 308410  
250 Ave. Muñoz Rivera, Ste. 800  
San Juan, P.R. 00918-1813  
Tel: (787) 764-8181  
Fax: (787) 753-8944  
Email: salvador.antonetti@oneillborges.com  
anibal.roman@oneillborges.com

**SIDLEY AUSTIN LLP**  
*John J. Kuster (pro hac vice)*  
*Jon Muenz (pro hac vice)*  
*Amanda M. Blau (pro hac vice)*  
787 Seventh Avenue  
New York, New York 10019  
Tel: (212) 839-5300  
Fax: (212) 839-5599  
Email: jkuster@sidley.com  
ablau@sidley.com  
jmuenz@sidley.com

*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/Aníbal A. Román -Medina  
Aníbal A. Román -Medina  
USDC-PR No. 308410  
anibal.roman@oneillborges.com



# **EXHIBIT A**

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

PUERTO RICO SOCCER LEAGUE NFP  
CORP., JOSEPH MARC “JOEY”  
SERRALTA IVES, JUAN M. CORNEJO,  
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’ FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO  
DEFENDANT FEDERACIÓN PUERTORRIQUEÑA DE FUTBOL, INC. (“FPF”), IVAN  
RIVERA-GUTIERREZ, JOSE “CUKITO” MARTINEZ, GABRIEL ORTIZ  
CALDERÓN, and LUIS MOZO CAÑETE**

Plaintiffs, by and through undersigned counsel, and pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and U.S.D.C. for the District of Puerto Rico Local Rules, respectfully submit these requests for production of documents to Defendants, Federación Puertorriqueña de Futbol, Inc., Ivan Rivera-Gutierrez, Jose “Cukito” Martinez, Gabriel Ortiz Calderón, and Luis Mozo Cañete, in conformance with the Court’s Rule 16 Scheduling Order

issued December 11, 2024. These requests for production of documents are to be considered continuing in character. If, after answering, new or different information comes to the attention of Defendant, Defendant is under a continuing duty to supplement or amend the answers previously made. These requests shall be considered served as of the date of the Rule 26(f) conference.

### **INSTRUCTIONS**

1. The following requests are to be answered to the extent of all information that is or may be available to you or to any other person or entity who has acted or is now acting on your behalf.
2. If refusal to identify and/or withholding of any document requested herein is made on the ground of privilege, set forth an identification of each such document, specifying its author(s) and addressee(s), the person to whom copies were furnished, its date, its general subject matter, and the exact basis of your claim of privilege. As to any claim by you that information requested to be set forth in answer to any of the following interrogatories or as may be contained in a requested document is confidential, the undersigned counsel is prepared to discuss a stipulation of consent order providing adequate protection.
3. If you formally object to any portion or aspect of any request, please answer the remainder. If you object on the grounds that the request is overly burdensome or requests information which is not relevant to the subject matter of this litigation please provide such information which would not be overly burdensome and which you do not object to as irrelevant to the subject matter.
4. If you are unable to answer any of the following requests fully and completely after exercising reasonable effort and due diligence to secure the requested documents and things, so state and answer each such request to the fullest extent possible, specify the portion of the request that you claim you are unable to answer fully and completely, and state what knowledge, information, or belief you have concerning the unanswered portion of the request. If the requested

documents or things are in the possession, custody, or control of a person other than you, identify that person.

5. If any document(s) requested to be produced was, but is no longer, in existence, state whether it is:

- (1) missing or lost;
- (2) destroyed;
- (3) transferred voluntarily or involuntarily to others and, if so, to whom; or
- (4) otherwise disposed of and, in each instance, explain the circumstances surrounding an authorization for such disposition, and state the approximate date thereof.

#### **DEFINITIONS**

1. The terms “and” and “or” shall have both conjunctive and disjunctive meanings.
2. “FPF”, “Federación”, “you,” and “your” shall mean Federación Puertorriqueña de Futbol, Inc., a defendant in this action, and any person(s) acting or purporting to act in any manner on your behalf, including, but not limited to, any other Defendant herein (Ivan Rivera Gutierrez, Jose “Cukito” Martinez, Gabriel Ortiz Calderón, and Luis Mozo Cañete), and its members, Antonio “Tony” Lopez, Pedro Lopez, Juan “Chucho” Avilés, Gladys “Cusi” Rivera, José Luis Perez, Reinaldo Colón, Esteban Paredes, Jaime Urban, Maria Isabel Torres, Angel Ricardo Bautista, Peter Flores, Francisco J. Del Valle, Frances Lange, Jean Migel Perez, Raul A. Rivera Rivera, Leslivette Molina, Jesus Angel Lebrón Delgado, Fabian Arce Gonzalez, and Rosa Pastrana Gonzalez, from January 1, 2019 to present.
3. “Federación” shall mean Federación Puertorriqueña de Futbol, Inc., a defendant in this action, and any person(s) acting or purporting to act in any manner on its behalf.
4. “FIFA” shall mean Fédération Internationale de Football Association, a defendant in this

action, and any person(s) acting or purporting to act in any manner on its behalf, including, but not limited to, Mattias Grafström (Secretary General), Gianni Infantino (President), and members of the FIFA Council from January 1, 2029 to present.

5. “CONCACAF” shall mean Confederation of North, Central America and Caribbean Association Football, a defendant in this action, and any person(s) acting or purporting to act in any manner on its behalf, including, but not limited to, Victor Montagliani (President), Philippe Moggio (General Secretary and CEO), and Marco Leal (former CONCACAF Chief Officer) from January 1, 2019 to present.

6. CONCACAF stands for Confederation of North, Central American, and Caribbean Association Football, and any requests to CONCACAF includes CONCACAF’s officers, directors, and members.

7. FIFA stands for Fédération Internationale de Football Association, and any requests to FIFA includes FIFA’s officers, directors, and members, including but not limited to Mattias Grafström.

8. The terms “person” and “subject” shall mean any natural person, corporation, partnership, sole proprietorship, association, institute, joint venture, firm, governmental body, or any other legally cognizable entity, for profit or not for profit, whether privately or publicly owned or controlled or partially or fully owned or controlled by a government.

9. The term “document” shall mean, embrace, and include, but shall not be limited to, any tangible thing upon which information is or has been stored, recorded, or communicated that is in your custody, control, or possession or of which you have knowledge, whether prepared by you or any other person, including but not limited to the following: social media posts and messages (including but not limited to Telegram, Facebook, Instagram, Twitter, Snapchat, WhatsApp,

Signal, and similar); letters; correspondence; memoranda; handwritten, typed, and stenographic notes; telegrams; telefaxes; teletypes; messages; facsimiles; records; invoices; contracts; agreements; purchase orders; financial records; financial statements; summaries; studies; analyses; reports; brochures; bulletins; notices; leaflets; pamphlets; lists; indexes; circulars; manuals; maps; drawings; sketches; charts; graphs; schedules; calendars; agenda; diaries; journals; newspapers; periodicals; memoranda; notes of telephone and personal conversations and conferences; records of communications; audio tapes, discs, recordings, and cards; data processing tapes, discs, recordings, and cards; audio data processing tapes, discs, recordings, and cards; video tapes, discs, recordings, and cards; computer tapes, discs, recordings, and cards; magnetic tapes, discs, recordings, and cards; diskettes; recordings; computer printouts, reports, and runs and any codes necessary to comprehend such documents; data compilations; statistical compilations; photographs; films; motion pictures; microfilms; microfiche; books; treatises; studies; all other media, records, data, and sound recordings that are machine-readable or capable of being converted into written form or transcribed; and any other method or nature, however produced or reproduced, by which or through which information is recorded, preserved, or contained, including copies of such documents. Every draft or non-identical copy of a “document” is a separate document as defined herein.

The term “document” shall also mean, embrace, and include all documents within your possession, custody, or control or the possession, custody, or control of your agents, representatives, attorneys, associates, or anyone else known to you, where such document has not been previously produced.

10. The term “date” shall mean the exact day, month, and year, if known to you, or, if the exact date is not known, the best available approximation.

11. The term “communication” shall include any oral utterance made, heard, or overheard,

whether in person or by telephone or otherwise, as well as every document and every other mode of intentionally conveyed meaning.

12. “PRSL” stands for Puerto Rico Soccer League.

13. The term “affiliate” is defined as companies that have common interests or business dealings in Puerto Rico’s federated football soccer, including but not limited to clubs and players in LigaPR and/or LAI (Liga Atlética Interuniversitaria).

14. The term “agreement” is defined as a document, if in writing, or a mutual understanding, if oral, between two or more parties that is intended to be enforceable by law.

### **REQUESTS FOR PRODUCTION**

1. All communications with CONCACAF and FIFA regarding PRSL’s affiliation or lack thereof from January 1, 2019, to the present.

2. All documents reflecting FIFA’s policies or practices regarding league affiliations within member associations, specifically relating to FPF and PRSL, from January 1, 2019, to the present.

3. All communications between FIFA and FPF discussing PRSL, including but not limited to its exclusion, sanctioning, or non-affiliation from January 1, 2019, to the present.

4. All internal memoranda, reports, or analyses by FPF concerning PRSL’s operations or its attempts to affiliate with FPF, FIFA or CONCACAF, from January 1, 2019, to the present.

5. All documents and communications between FIFA and any FPF affiliates or clubs regarding PRSL’s operations, competitions, or events.

6. All records of meetings, whether in person or virtual, where PRSL’s participation or non-affiliation was discussed, including agendas, minutes, and participant lists.

7. All records of meetings, whether in person or virtual, where Joseph Marc “Joey” Serralta Ives was discussed, including agendas, minutes, and participant lists.
8. All records of meetings, whether in person or virtual, where Maria Larracuente was discussed, including agendas, minutes, and participant lists.
9. All records of meetings, whether in person or virtual, where Jose R. Olmo-Rodriguez was discussed, including agendas, minutes, and participant lists.
10. All records of meetings, whether in person or virtual, where FUTBOL BORICUA (FBNET), Inc. or Edwin Jusino were discussed, including agendas, minutes, and participant lists.
11. All documents and communications regarding any actions or decisions by FIFA to influence or support FPF’s position against PRSL’s affiliation or operations.
12. All correspondence with CONCACAF or other CONCACAF members regarding policies or actions affecting PRSL.
13. Any agreements or contracts between FIFA and FPF that reference PRSL, directly or indirectly, from January 1, 2019, to the present.
14. All documents and communications related to FIFA’s enforcement or application of FIFA’s regulations in Puerto Rico as they relate to Plaintiffs PRSL, JOSEPH MARC “JOEY” SERRALTA IVES, MARIA LARRACUENTE, JOSE R. OLMO-RODRIGUEZ, and FUTBOL BORICUA (FBNET), Inc.
15. All documents showing payments, grants, or financial assistance from FIFA to FPF from January 1, 2019, to the present, including conditions for the use of those funds.
16. All communications between FPF and PRSL representatives regarding PRSL’s participation in football activities, events, or leagues in Puerto Rico from January 1, 2019, to the present.



17. All documents reflecting FIFA's knowledge of or involvement in actions to prevent PRSL's inclusion in the FPF or CONCACAF framework.
18. All documents and communications referencing PRSL's league operations, competitions, or attempts to secure affiliation from FIFA or FPF.
19. Copies of all liability insurance policies, either issued to FPF, or issued to another party, yet the policy(ies) include FPF as insured, additional insured, or beneficiary of its/their coverage, that were in effect at any time between January 1, 2019 and the present.
20. Copies of all liability insurance policies issued to, or issued to another party, yet the policy(ies) include one, some or all of the subjects as insured, additional insured, or beneficiary(ies) of the policy(ies) coverage, with reference to subjects Ivan Rivera-Gutierrez, Jose "Cukito" Martinez, Gabriel Ortiz Calderón, and/or Luis Mozo Cañete, that were in effect at any time between January 1, 2019 and the present.
21. All documents and communications that show you notified PRSL, at any time between January 1, 2019 and the time of the filing of the complaint against you, of your decision to not allow PRSL to operate its league from 2019 forward.
22. All documents and communications exchanged with any insurance carrier relating in any way to the facts underlying the liability claims asserted against you by Plaintiffs herein, after Plaintiffs filed suit.
23. All documents and communications exchanged with any insurance carrier relating in any way to the facts underlying the liability claims asserted against you by Plaintiffs herein, before Plaintiffs filed suit.
24. Luis Mozo Cañete's passports, green card and visa(s) from January 1, 2019 to present.
25. All documents and communications that support your contention that PRSL did not operate

a full-scale professional league during the relevant time period, but instead held a series of smaller scale events called “Copa de la Excelencia”. These events, particularly the one held during the 2018-2019 season, were not professional football, but rather *amateur*; did not constitute a Superior League; did not comply with FPF, CONCACAF, nor FIFA regulations, and their matches did not use federation certified referees. See ¶ 32 of Defendants’ Answer.

26. All documents and communications that show who from FPF attended PRSL’s event at Vivo Beach Club on August 29, 2018.

27. All documents and communications that support your contention that Plaintiffs Joseph M. Serralta, Maria Larracuenta, and PRSL made false representations to the Municipality of Cayey regarding Defendant Jose “Cukito” Martínez and the Taurinos de Cayey participation in PRSL. See ¶ 39 of Defendants’ Answer.

28. All documents and communications that support your contention that Defendant Jose “Cukito” Martínez and the Taurinos de Cayey presented three conditions for their participation: i) that all PRSL event matches be refereed by FPF certified referees; ii) that Taurinos de Cayey not be forced to play matches in the Quintana Housing Complex soccer pitch in San Juan, and iii) that the Taurinos de Cayey not play home matches in their facilities in Cayey due to concerns from the team and the Municipality of Cayey as to the state of the infrastructure pending repairs. See ¶ 39 of Defendants’ Answer.

29. All documents and communications that support your contention that Plaintiffs Serralta, Larracuenta, and PRSL made false representations that these conditions (the conditions related in #11, above) would be met.

30. All documents and communications between you and CONCACAF that reference Puerto Rico Soccer League’s participation in football soccer in Puerto Rico, whether Puerto Rico Soccer League is referenced by its name or its acronym PRSL, or is not mentioned by name or acronym,

but is referenced.

31. All documents and communications between you and CONCACAF that reference Maria Larracuenta.

32. All documents and communications between you and CONCACAF that reference Jose R. Olmo-Rodriguez.

33. All documents and communications between you and CONCACAF that reference Futbol Boricua or Edwin Jusino.

34. All documents and communications between you and FIFA that reference Puerto Rico Soccer League's participation in football soccer in Puerto Rico, whether Puerto Rico Soccer League is referenced by its name or its acronym PRSL, or is not mentioned by name or acronym, but is referenced.

35. All documents and communications between you and FIFA that reference Maria Larracuenta.

36. All documents and communications between you and FIFA that reference Jose R. Olmo-Rodriguez.

37. All documents and communications between you and FIFA that reference Futbol Boricua or Edwin Jusino.

38. All documents and communications that support your contention that PRSL did not have FPF's endorsement (or affiliation or aval) for the 2019-2020 season. See ¶ 50 of Defendants' Answer.

39. All documents and communications that support your contention that PRSL was not in compliance with FPF and FIFA regulations, were notified of the deficiencies, given a chance to cure their non-compliance and failed to do so, at which point PRSL voluntarily withdrew their

request for FPF endorsement (*aval*). See ¶ 50 of Defendants' Answer.

40. All documents and communications that distinguish between *aval* and *afiliación*. See ¶ 51 of Defendants' Answer.

41. FPF's documents and communications with FIFA and/or CONCACAF on September 20, 2019.

42. FPF's documents and communications with FIFA and/or CONCACAF on September 27, 2019.

43. FPF's documents and communications with PRSL between September 1, 2019 and September 30, 2019.

44. All documents and communications, including but not limited to FPF's website, reflecting PRSL as a member in September 2019.

45. All documents and communications, including but not limited to FPF's website, reflecting PRSL was removed between September 2019 and present.

46. All documents and communications addressing why PRSL was removed as a member from the FPF website.

47. All FPF, FIFA, and/or CONCACAF statutes that you contend Plaintiff Maria Larracuenté did not meet during her candidacy for President of FPF. See ¶ 49 of Defendants' Answer.

48. All documents and communications that support your contention that Maria Larracuenté did not meet the requirements to fill a candidacy for president and was thus ineligible for the position. See ¶ 120 of Defendants' Answer.

49. All documents and communications showing how FPF selected its independent Elections Commission members.

50. All documents and communications between FPF and its independent Elections

Commission members regarding Plaintiff Maria Larracuenta.

51. All documents and communications showing how and why FPF approved a Resolution by a majority vote that requested that the Pumas de Roosevelt Club name a new club official to handle their affiliation process.

52. All documents and communications between FPF and *Sports and Vacation Travel Agency of Puerto Rico* between September 1, 2019 and present, including but not limited to WhatsApp communications on or about September 13, 2021 and September 21, 2021, and all other communications thereafter to present time.

53. All documents and communications showing who did and/or does FPF employ outside the Commonwealth of Puerto Rico, including but not limited to judges of the Disciplinary and Ethics Commission.

54. All documents and communications showing FPF is authorized under U.S. laws and regulations to employ persons outside the Commonwealth of Puerto Rico, including but not limited to judges of the Disciplinary and Ethics Commission, to work on behalf of or for the benefit of FPF.

55. All documents and communications showing who was or is not a U.S. citizen, within FPF, between September 1, 2019 and present.

56. All documents and communications that support your contention that Plaintiffs' lawsuit is frivolous. *See* First Defense.

57. All documents and communications that support your contention that Plaintiffs filed the lawsuit outside the applicable statute of limitations. *See* Fifth Defense.

58. All documents and communications that support your contention that Plaintiffs have waived all or part of their claims against Defendants. *See* Ninth Defense.

59. All documents and communications that support your contention that Plaintiffs have failed to mitigate their alleged damages. *See* Tenth Defense.

60. All documents and communications that support your contention that Plaintiffs' claims for compensatory, statutory, punitive and/or other damages are exaggerated, speculative, unreasonable, not foreseeable, excessive, uncertain, arbitrary, remote, improper, not supported in fact or law, and/or unauthorized or not allowed, in whole or in part, under applicable law, and include the applicable law. *See* Eleventh Defense.

61. All documents and communications that support your contention that FPF acted at all times in conformity with all applicable laws, statutes, regulations, ordinances, and decrees with respect to Plaintiffs, including but not limited to the acted at all times in conformity with all applicable laws, statutes, regulations, ordinances, and decrees that permitted Defendant FPF to write its September 20, 2019 letter to FIFA with said substantive contents, notwithstanding PRSL's status within FPF on September 20, 2019.

62. All documents and communications between FPF and Don Bosco and/or Academia Quintana and/or Club Deportivo Barbosa and/or Caguas Sporting and/or Arecibo FC, from September 1, 2019 to present, regarding its/their participation in the PRSL league.

63. All documents and communications that support your contention that Plaintiffs' own acts or omissions caused Plaintiffs' damages. *See* Fourteenth Defense.

64. All documents and communications that support your contention that unforeseeable intervening and superseding events caused Plaintiffs' damages. *See* Fourteenth Defense.

65. All documents and communications that support your contention that third parties over whom FPF Defendants have no power, authority or control caused Plaintiffs' damages. *See* Fifteenth Defense.

66. All documents and communications that support your contention that FPF is immune from

antitrust liability.

67. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), in relation to PRSL and/or its members and/or projected members, including but not limited to Joseph Marc “Joey” Serralta, from January 1, 2019 forward.

68. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), in relation to PRSL and/or its League operation plans, stadium building plans, and similar plans and ideas that originated with PRSL, not FPF, since January 1, 2019.

69. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), in relation to PRSL’s projected 2019-2020 season, and its projected participating clubs, Academia Quintana, Don Bosco FC, Club Deportivo Barbosa, Caguas Sporting, and Arecibo F.C., since January 1, 2019, regarding PRSL.

70. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), in relation to PRSL’s 2019-2020 season, and any officer, director, employee, agent and/or representative of the Departamento de Recreación y Deportes de Puerto Rico (“DRD”), since January 1, 2019, regarding PRSL, Maria Larracuenta, Jose R. Olmo-Rodriguez and/or Futbol Boricua or Edwin Jusino.

71. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), regarding the José “Cukito” Martinez text message to Joey Serralta on or about

November 25, 2019.

72. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), in relation to censoring and suppressing news links and comments from the FPF public website posts, including but not limited to those posted by Ibrahim Reyes on Facebook the week of May 3, 2020.

73. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), including third-party IT providers, in relation to censoring and suppressing copied news links, including, but not limited to:

- a. <https://www.espn.com/soccer/spain-esp/story/4034230/spanish-fa-chief-luis-rubiales-to-stand-trial-for-assault-on-woman>
- b. <https://www.republicworld.com/sports-news/football-news/luis-rubiales-under-investigation-allegedly-forged-a-public-document.html>
- c. [https://blogs.elconfidencial.com/deportes/a-mi-bola/2017-12-05/villar-federacion-rubiales-lete\\_1485940/](https://blogs.elconfidencial.com/deportes/a-mi-bola/2017-12-05/villar-federacion-rubiales-lete_1485940/)
- d. <https://www.20minutos.es/deportes/noticia/luis-rubiales-investigado-corrupcion-operacion-oikos-3672340/0/>
- e. <https://www.lavanguardia.com/deportes/futbol/20180723/451048086945/luis-rubiales-investigado-afe-corrupcion.html>
- f. <https://www.abc.es/deportes/futbol/abci-rubiales-imputado-falsificacion-documento-publico-elecciones-federacion->



- [202004142010\\_noticia.html?ref=https%3A%2F%2Fwww.bing.com%2Fsearch%3Fq%3DLuis+Rubiales+Espana+corrupcion](https://www.bing.com/search?q=Luis+Rubiales+Espana+corrupcion)
- g. [https://www.elespanol.com/deportes/futbol/20190615/rubiales-presidente-rfef-investigado-corrupcion-operacion-oikos/406459764\\_0.html](https://www.elespanol.com/deportes/futbol/20190615/rubiales-presidente-rfef-investigado-corrupcion-operacion-oikos/406459764_0.html)
  - h. <https://www.lavozdegalicia.es/noticia/deportes/2018/07/23/denuncian-rubiales-quiso-utilizar-fondos-afe-reformar-casa/00031532367997580654768.htm>
  - i. <https://www.infobae.com/america/deportes/2018/07/25/corrupcion-amenazas-y-escuchas-como-es-el-escandalo-que-sacude-al-futbol-espanol/>
  - j. <https://www.ultimahora.es/deportes/futbol/2019/06/15/1088089/sumario-operacion-oikos-investiga-luis-rubiales.html>
  - k. <https://www.mundiarario.com/articulo/deportes/investigan-luis-rubiales-presunto-delito-falsificacion-documento/20200415073731181663.html>

74. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), in relation to the removal of PRSL as an FPF affiliate.

75. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), in relation to the removal of PRSL from the FPF website list of affiliated entities.

76. All documents and communications, of any kind, between any member of the FPF (including agents and representatives) and an in-house or third-party IT technician, in relation to the removal of PRSL from the FPF website list of affiliated entities.

77. All laws, codes, statutes, regulations and similar upon which FPF relied to censor news links and comments from a public forum.

78. All documents and communications, of any kind, between any member of the FPF (including agents and representatives) and an Information Technology agent responsible for the censorship of expressions on the FPF website on or about May 4-7, 2020.

79. All rules, guidelines, codes, laws, manuals or similar upon which FPF relied to censor news clips and comments from its public website on or about May 4-7, 2020.

80. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), in relation to PRSL being an affiliated League, or not, within the 30-day period preceding FPF's letter to FIFA and/or CONCACAF dated September 20, 2019.

81. All documents and communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), in relation to the September 20, 2019 letter to FIFA and/or CONCACAF asking whether clubs could play in a league that is not affiliated to FPF.

82. All communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), that triggered FPF to consider PRSL as a non-affiliate, on or about September 20, 2019, and thereafter.

83. All communications, of any kind, between any member of the FPF (includes agents and representatives) and another member of the FPF (includes agents and representatives), in relation to preventing (name of club) from competing in the PRSL 2019-2020 Season. In this particular case, the request for preservation of evidence includes mobile phone records of incoming and outgoing calls, incoming and outgoing text messages, on any medium (text, voice message, WhatsApp, FaceTime, Zoom, etc.). The clubs referenced are:

- a. Don Bosco FC;

- b. Academia Quintana;
- c. Club Deportivo Barbosa;
- d. Caguas Sporting;
- e. Arecibo F.C.

84. All communication by the FPF to UPR Mayagüez (Universidad de Puerto Rico, Recinto de Mayagüez) regarding Futbol Boricua or Edwin Jusino, between January 1, 2019 and present.

85. All communications between Ivan Rivera-Gutierrez, Jose “Cukito” Martinez, and any of the members of the Consejo with any affiliate of FPF regarding sanctions, or potential sanctions, if the affiliate contracted, retained, hired, or similarly engaged with Futbol Boricua or Edwin Jusino for them to act as a streaming partner, between January 1, 2019 and present time.

86. All communication between FPF and any of its affiliates where FPF advised its affiliates that sanctions against them may arise should they go on the record with Futbol Boricua regarding any topic related to the FPF and/or its officers, between January 1, 2019 and present time.

87. All communication between FPF and Major Sports Events, LLC and its members, including but not limited to, Jorge Ferro, and its representatives and agents, regarding Liga Puerto Rico, from January 1, 2019 to present.

88. All communication between FPF and Major Sports Events, LLC and its members, including but not limited to, Jorge Ferro, and its representatives and agents, that reference Puerto Rico Soccer League, or any of the other Plaintiffs herein.

89. All agreements between FPF and Major Sports Events, LLC regarding Liga Puerto Rico, from January 1, 2019 to present.

90. All documents exchanged with (to/from) Major Sports Events, LLC and its members, including but not limited to, Jorge Ferro, and its representatives and agents, regarding Liga Puerto

Rico, from January 1, 2019 to present.

91. All documents and communications referencing Plaintiffs, some, or all of them, during the administration of Eric Labrador.

92. All avales or affiliations issued by FPF to PRSL and Pumas de Roosevelt, related to Plaintiff Olmo-Rodríguez, during the administration of Eric Labrador.

93. All documents that would show the identity of the FPF certified referees available in Puerto Rico in October 2019, including their training materials and credentials.

DATED this 4<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  
Ibrahim Reyes Gándara  
Florida Bar No. 581798  
REYES LAWYERS, P.A.  
236 Valencia Avenue  
Coral Gables, FL 33134  
Tel. 305-445-0011  
Fax. 305-445-1181  
Email: ireyes@reyeslawyers.com  
(Admitted *Pro hac vice*)

*Counsel for the Plaintiffs*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically served this document to all attorneys of record in this case.

/s/ Jose R. Olmo-Rodríguez  
José R. Olmo-Rodríguez, Esquire

/s/ Ibrahim Reyes  
Ibrahim Reyes, Esquire

# **EXHIBIT B**

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

PUERTO RICO SOCCER LEAGUE NFP  
CORP., JOSEPH MARC “JOEY”  
SERRALTA IVES, JUAN M. CORNEJO,  
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,  
INSURANCE COMPANIES A, B, C,

*Defendants.*

CIVIL ACTION NO. 23-1203(RAM)

**PLAINTIFFS’ FIRST REQUEST FOR PRODUCTION TO DEFENDANT FIFA**

Plaintiffs, by and through undersigned counsel, and pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and U.S.D.C. for the District of Puerto Rico Local Rules, respectfully submit these requests for production of documents to Defendant Fédération Internationale de Football Association (“FIFA”), in conformance with the Court’s Rule 16 Scheduling Order issued December 11, 2024. These requests for production of documents are to be considered continuing in character. If, after answering, new or different information comes to the attention of Defendant, Defendant is under a continuing duty to supplement or amend the

answers previously made. These requests shall be considered served as of the date of the Rule 26(f) conference.

### **INSTRUCTIONS**

1. The following requests are to be answered to the extent of all information that is or may be available to you or to any other person or entity who has acted or is now acting on your behalf.
2. If refusal to identify and/or withholding of any document requested herein is made on the ground of privilege, set forth an identification of each such document, specifying its author(s) and addressee(s), the person to whom copies were furnished, its date, its general subject matter, and the exact basis of your claim of privilege. As to any claim by you that information requested to be set forth in answer to any of the following interrogatories or as may be contained in a requested document is confidential, the undersigned counsel is prepared to discuss a stipulation of consent order providing adequate protection.
3. If you formally object to any portion or aspect of any request, please answer the remainder. If you object on the grounds that the request is overly burdensome or requests information which is not relevant to the subject matter of this litigation please provide such information which would not be overly burdensome and which you do not object to as irrelevant to the subject matter.
4. If you are unable to answer any of the following requests fully and completely after exercising reasonable effort and due diligence to secure the requested documents and things, so state and answer each such request to the fullest extent possible, specify the portion of the request that you claim you are unable to answer fully and completely, and state what knowledge, information, or belief you have concerning the unanswered portion of the request. If the requested documents or things are in the possession, custody, or control of a person other than you, identify that person.

5. If any document(s) requested to be produced was, but is no longer, in existence, state whether it is:

- (1) missing or lost;
- (2) destroyed;
- (3) transferred voluntarily or involuntarily to others and, if so, to whom; or
- (4) otherwise disposed of and, in each instance, explain the circumstances surrounding an authorization for such disposition, and state the approximate date thereof.

### **DEFINITIONS**

1. The terms “and” and “or” shall have both conjunctive and disjunctive meanings.
2. “FIFA”, “you” and “your” shall mean Fédération Internationale de Football Association, a defendant in this action, and any person(s) acting or purporting to act in any manner on your behalf, including, but not limited to, Mattias Grafström (Secretary General), Gianni Infantino (President), and members of the FIFA Council, including its agents, employees, and representatives, from January 1, 2019 to present.
3. “CONCACAF” shall mean Confederation of North, Central America and Caribbean Association Football, a defendant in this action, and any person(s) acting or purporting to act in any manner on its behalf, including, but not limited to, Victor Montagliani (President), Philippe Moggio (General Secretary and CEO), and Marco Leal (former CONCACAF Chief Officer), including its agents, employees, and representatives, from January 1, 2019 to present.
4. “FPF” and “Federación” shall mean Federación Puertorriqueña de Fútbol, Inc., a defendant in this action, and any person(s) acting or purporting to act in any manner on its behalf, including, but not limited to, any other Defendant herein (Ivan Rivera Gutierrez, Jose “Cukito” Martinez, Gabriel Ortiz Calderón, and Luis Mozo Cañete), and its members, Antonio “Tony” Lopez, Pedro



Lopez, Juan “Chucho” Avilés, Gladys “Cusi” Rivera, José Luis Perez, Reinaldo Colón, Esteban Paredes, Jaime Urban, Maria Isabel Torres, Angel Ricardo Bautista, Peter Flores, Francisco J. Del Valle, Frances Lange, Jean Migel Perez, Raul A. Rivera Rivera, Leslivette Molina, Jesus Angel Lebrón Delgado, Fabian Arce Gonzalez, and Rosa Pastrana Gonzalez, including its agents, employees, and representatives.

5. CONCACAF stands for Confederation of North, Central American, and Caribbean Association Football, and any requests to CONCACAF includes CONCACAF’s officers, directors, and members.

6. FIFA stands for Fédération Internationale de Football Association, and any requests to FIFA includes FIFA’s officers, directors, and members, including but not limited to Mattias Grafström.

7. The terms “person” and “subject” shall mean any natural person, corporation, partnership, sole proprietorship, association, institute, joint venture, firm, governmental body, or any other legally cognizable entity, for profit or not for profit, whether privately or publicly owned or controlled or partially or fully owned or controlled by a government.

8. The term “document” shall mean, embrace, and include, but shall not be limited to, any tangible thing upon which information is or has been stored, recorded, or communicated that is in your custody, control, or possession or of which you have knowledge, whether prepared by you or any other person, including but not limited to the following: social media posts and messages (including but not limited to Telegram, Facebook, Instagram, Twitter, Snapchat, WhatsApp, Signal, and similar); letters; correspondence; memoranda; handwritten, typed, and stenographic notes; telegrams; telefaxes; teletypes; messages; facsimiles; records; invoices; contracts; agreements; purchase orders; financial records; financial statements; summaries; studies; analyses;

reports; brochures; bulletins; notices; leaflets; pamphlets; lists; indexes; circulars; manuals; maps; drawings; sketches; charts; graphs; schedules; calendars; agenda; diaries; journals; newspapers; periodicals; memoranda; notes of telephone and personal conversations and conferences; records of communications; audio tapes, discs, recordings, and cards; data processing tapes, discs, recordings, and cards; audio data processing tapes, discs, recordings, and cards; video tapes, discs, recordings, and cards; computer tapes, discs, recordings, and cards; magnetic tapes, discs, recordings, and cards; diskettes; recordings; computer printouts, reports, and runs and any codes necessary to comprehend such documents; data compilations; statistical compilations; photographs; films; motion pictures; microfilms; microfiche; books; treatises; studies; all other media, records, data, and sound recordings that are machine-readable or capable of being converted into written form or transcribed; and any other method or nature, however produced or reproduced, by which or through which information is recorded, preserved, or contained, including copies of such documents. Every draft or non-identical copy of a “document” is a separate document as defined herein.

The term “document” shall also mean, embrace, and include all documents within your possession, custody, or control or the possession, custody, or control of your agents, representatives, attorneys, associates, or anyone else known to you, where such document has not been previously produced.

9. The term “date” shall mean the exact day, month, and year, if known to you, or, if the exact date is not known, the best available approximation.

10. The term “communication” shall include any oral utterance made, heard, or overheard, whether in person or by telephone or otherwise, as well as every document and every other mode of intentionally conveyed meaning.

11. “PRSL” stands for Puerto Rico Soccer League.

12. The term “affiliate” is defined as companies that have common interests or business dealings in Puerto Rico’s federated football soccer, including but not limited to clubs and players in LigaPR and/or LAI (Liga Atlética Interuniversitaria).

### **REQUESTS FOR PRODUCTION**

1. All communications between CONCACAF and FIFA regarding PRSL’s affiliation or lack thereof from January 1, 2019, to the present.
2. All documents reflecting FIFA’s policies or practices regarding league affiliations within member associations, specifically relating to FPF and PRSL, from January 1, 2019, to the present.
3. All communications between FIFA and FPF discussing PRSL, including but not limited to its exclusion, sanctioning, or non-affiliation from January 1, 2019, to the present.
4. All internal memoranda, reports, or analyses by FIFA concerning PRSL’s operations or its attempts to affiliate with FPF or CONCACAF, from January 1, 2019, to the present.
5. All documents and communications between FIFA and any FPF affiliates or clubs regarding PRSL’s operations, competitions, or events.
6. All records of meetings, whether in person or virtual, where PRSL’s participation or non-affiliation was discussed, including agendas, minutes, and participant lists.
7. All documents and communications regarding any actions or decisions by FIFA to influence or support FPF’s position against PRSL’s affiliation or operations.
8. All correspondence with CONCACAF or other CONCACAF members regarding policies or actions affecting PRSL.
9. Any agreements or contracts between FIFA and FPF that reference PRSL, directly or indirectly, from January 1, 2019, to the present.

10. All documents and communications related to FIFA's enforcement or application of FIFA's regulations in Puerto Rico as they relate to Plaintiffs PRSL, JOSEPH MARC "JOEY" SERRALTA IVES, MARIA LARRACUENTE, JOSE R. OLMO-RODRIGUEZ, and FUTBOL BORICUA (FBNET), Inc.

11. All documents showing payments, grants, or financial assistance from FIFA to FPF from January 1, 2019, to the present, including conditions for the use of those funds.

12. All communications between FIFA and PRSL representatives regarding PRSL's participation in football activities, events, or leagues in Puerto Rico.

13. All documents reflecting FIFA's knowledge of or involvement in actions to prevent PRSL's inclusion in the FPF or CONCACAF framework.

14. All documents and communications referencing PRSL's league operations, competitions, or attempts to secure recognition from FIFA or FPF.

15. All documents and communications, including but not limited to emails, letters, memos, and meeting minutes, relating to FIFA's policies, rules, or directives concerning the sanctioning of league tournaments and soccer matches in Puerto Rico from January 1, 2019, to the present.

16. All documents that reflect or discuss FIFA's involvement, influence, or decision-making process regarding the operations, governance, or management of the Federación Puertorriqueña de Fútbol (FPF) or any other national soccer associations in Puerto Rico from January 1, 2019, to the present.

17. Any agreements, contracts, or memoranda of understanding between FIFA, FPF, CONCACAF and any other entities involved in soccer governance or event management in Puerto Rico, which pertain to the regulation, sanctioning, or exclusion of soccer tournaments from January 1, 2019, to the present.

18. Documents showing any communications, directives, or enforcement actions from FIFA to FPF or other national associations regarding compliance with FIFA regulations that might affect the organization or operation of soccer leagues in Puerto Rico from January 1, 2019, to the present.

19. All financial records, including but not limited to, budgets, financial statements, and records of payments made by or to FIFA, related to the sanctioning of soccer tournaments in Puerto Rico, or any financial dealings with FPF or affiliated bodies from January 1, 2019, to the present.

20. Any reports, studies, or analyses discussing or evaluating the market for soccer leagues or tournaments in Puerto Rico, including any discussions on market division, competition, or monopolistic practices from January 1, 2019, to the present.

21. Documents evidencing any complaints, disputes, or legal actions involving FIFA's policies on tournament sanctioning in Puerto Rico or related to any allegations of monopolistic practices by FIFA or its affiliates from January 1, 2019, to the present.

22. Correspondence, including emails, between FIFA officials and representatives of any soccer league or club in Puerto Rico discussing the implications or effects of FIFA's policies on local soccer activities from January 1, 2019, to the present.

23. All internal FIFA documents, including policy drafts, amendments, and resolutions, that discuss or alter the rules for league and tournament sanctioning with potential impacts on Puerto Rico from January 1, 2019, to the present.

24. Documentation of any meetings, whether in-person or virtual, where the topic of soccer league sanctioning in Puerto Rico was discussed, including participant lists, agendas, and outcomes from January 1, 2019, to the present.

25. Copies of all liability insurance policies, issued to FIFA, CONCACAF and FPF, or issued to another party, yet the policy(ies) include FIFA, CONCACAF and FPF as insured, additional insured,

or beneficiary(ies) of its/their coverage, that were in effect at any time between January 1, 2019 and the present.

26. Copies of all liability insurance policies issued to, or issued to another party, yet the policy(ies) include one, some or all of the subjects as potential beneficiary(ies) of the policy(ies) coverage, with reference to subjects Ivan Rivera-Gutierrez, Jose “Cukito” Martinez, Gabriel Ortiz Calderón, and/or Luis Mozo Cañete, that were in effect at any time between January 1, 2019 and the present.

27. All documents and communications exchanged with any insurance carrier relating in any way to the facts underlying the liability claims asserted against you by Plaintiffs herein, before Plaintiffs filed suit.

28. All documents and communications exchanged with any insurance carrier relating in any way to the facts underlying the liability claims asserted against you by Plaintiffs herein, before Plaintiffs filed suit.

29. All documents and communications that support your contention that Plaintiffs are precluded from suing Defendants in United States District Court because *lex sportiva* is controlling over the sport of football (soccer) in the U.S. and Puerto Rico, including all applicable statutes and caselaw you rely upon for said defense.

30. All documents and communications between you and CONCACAF that reference Puerto Rico Soccer League’s participation in football soccer in Puerto Rico, whether Puerto Rico Soccer League is referenced by its name or its acronym PRSL, or is not mentioned by name or acronym, but is referenced.

31. All documents and communications between you and CONCACAF that reference Maria Larracuenta.

32. All documents and communications between you and CONCACAF that reference Jose R. Olmo-Rodriguez.
33. All documents and communications between you and CONCACAF that reference Futbol Boricua and/or Edwin Jusino.
34. All documents and communications between you and FPF that reference Puerto Rico Soccer League's participation in football soccer in Puerto Rico, whether Puerto Rico Soccer League is referenced by its name or its acronym PRSL, or is not mentioned by name or acronym, but is referenced.
35. All documents and communications between you and FPF that reference Maria Larracuenta.
36. All documents and communications between you and FPF that reference Jose R. Olmo-Rodriguez.
37. All documents and communications between you and FPF that reference Futbol Boricua and/or Edwin Jusino.
38. Documents and communications with FPF and/or CONCACAF from September 20, 2019.
39. Documents and communications with FPF and/or CONCACAF from September 27, 2019.
40. Documents and communications with FPF between September 1, 2019 and September 30, 2019.
41. All documents and communications between FIFA and FPF in relation to FPF purchasing goods and services from *Sports and Vacation Travel Agency of Puerto Rico* between September 1, 2019 and present.
42. All documents and communications, of any kind, between any member of FIFA (includes agents and representatives) and a member of FPF (includes agents and representatives), in relation

to the removal of PRSL as an FPF affiliate.

43. All documents and communications, of any kind, between any member of FIFA (includes agents and representatives) and a member of FPF (includes agents and representatives), in relation to PRSL being an affiliated League, or not, within the 30-day period preceding FPF's letter to FIFA and CONCACAF dated September 20, 2019.

44. All documents and communications, of any kind, between any member of FIFA (includes agents and representatives) and a member of FPF (includes agents and representatives), in relation to the September 20, 2019 letter to FIFA and CONCACAF asking whether clubs could play in a league that is not affiliated to FPF.

45. All communications, of any kind, between any member of FIFA (includes agents and representatives) and a member of FPF (includes agents and representatives), in relation to preventing (name of club, either a, b, c, d, or e) from competing in the PRSL 2019-2020 Season and thereafter to present. In this particular case, the request for preservation of evidence includes mobile phone records of incoming and outgoing calls, incoming and outgoing text messages, on any medium (text, voice message, message, WhatsApp, FaceTime, Zoom, Signal, Telegram, etc.).

The clubs referenced are:

- a. Don Bosco FC;
- b. Academia Quintana;
- c. Caguas Sporting;
- d. Arecibo FC;
- e. Club Deportivo Barbosa.



DATED this 4<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  
Ibrahim Reyes Gándara  
Florida Bar No. 581798  
REYES LAWYERS, P.A.  
236 Valencia Avenue  
Coral Gables, FL 33134  
Tel. 305-445-0011  
Fax. 305-445-1181  
Email: ireyes@reyeslawyers.com  
(Admitted *Pro hac vice*)

*Counsel for the Plaintiffs*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically served this document to all attorneys of record in this case.

/s/ Jose R. Olmo-Rodríguez  
José R. Olmo-Rodríguez, Esquire

/s/ Ibrahim Reyes  
Ibrahim Reyes, Esquire

# **EXHIBIT C**

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

PUERTO RICO SOCCER LEAGUE NFP  
CORP., JOSEPH MARC “JOEY”  
SERRALTA IVES, JUAN M. CORNEJO,  
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,  
INSURANCE COMPANIES A, B, C,

*Defendants.*

CIVIL ACTION NO. 23-1203(RAM)

**PLAINTIFFS’ FIRST REQUEST FOR PRODUCTION TO DEFENDANT CONCACAF**

Plaintiffs, by and through undersigned counsel, and pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and U.S.D.C. for the District of Puerto Rico Local Rules, respectfully submit these requests for production of documents to Defendant Confederation of North, Central America and Caribbean Association Football (“CONCACAF”), in conformance with the Court’s Rule 16 Scheduling Order issued December 11, 2024. These requests for production of documents are to be considered continuing in character. If, after answering, new or different information comes to the attention of Defendant, Defendant is under a continuing duty to

supplement or amend the answers previously made. These requests shall be considered served as of the date of the Rule 26(f) conference.

### **INSTRUCTIONS**

1. The following requests are to be answered to the extent of all information that is or may be available to you or to any other person or entity who has acted or is now acting on your behalf.
2. If refusal to identify and/or withholding of any document requested herein is made on the ground of privilege, set forth an identification of each such document, specifying its author(s) and addressee(s), the person to whom copies were furnished, its date, its general subject matter, and the exact basis of your claim of privilege. As to any claim by you that information requested to be set forth in answer to any of the following interrogatories or as may be contained in a requested document is confidential, the undersigned counsel is prepared to discuss a stipulation of consent order providing adequate protection.
3. If you formally object to any portion or aspect of any request, please answer the remainder. If you object on the grounds that the request is overly burdensome or requests information which is not relevant to the subject matter of this litigation please provide such information which would not be overly burdensome and which you do not object to as irrelevant to the subject matter.
4. If you are unable to answer any of the following requests fully and completely after exercising reasonable effort and due diligence to secure the requested documents and things, so state and answer each such request to the fullest extent possible, specify the portion of the request that you claim you are unable to answer fully and completely, and state what knowledge, information, or belief you have concerning the unanswered portion of the request. If the requested documents or things are in the possession, custody, or control of a person other than you, identify that person.

5. If any document(s) requested to be produced was, but is no longer, in existence, state whether it is:

- (1) missing or lost;
- (2) destroyed;
- (3) transferred voluntarily or involuntarily to others and, if so, to whom; or
- (4) otherwise disposed of and, in each instance, explain the circumstances surrounding an authorization for such disposition, and state the approximate date thereof.

### **DEFINITIONS**

1. The terms “and” and “or” shall have both conjunctive and disjunctive meanings.
2. “FIFA”, “you” and “your” shall mean Fédération Internationale de Football Association, a defendant in this action, and any person(s) acting or purporting to act in any manner on your behalf, including, but not limited to, Mattias Grafström (Secretary General), Gianni Infantino (President), and members of the FIFA Council from January 1, 2019 to present, including its agents, employees, and representatives.
3. “CONCACAF” shall mean Confederation of North, Central America and Caribbean Association Football, a defendant in this action, and any person(s) acting or purporting to act in any manner on its behalf, including, but not limited to, Victor Montagliani (President), Philippe Moggio (General Secretary and CEO), and Marco Leal (former CONCACAF Chief Officer) from January 1, 2019 to present, including its agents, employees, and representatives.
4. “FPF” and “Federación” shall mean Federación Puertorriqueña de Fútbol, Inc., a defendant in this action, and any person(s) acting or purporting to act in any manner on its behalf, including, but not limited to, any other Defendant herein (Ivan Rivera Gutierrez, Jose “Cukito” Martinez, Gabriel Ortiz Calderón, and Luis Mozo Cañete), and its members, Antonio “Tony” Lopez, Pedro

Lopez, Juan “Chucho” Avilés, Gladys “Cusi” Rivera, José Luis Perez, Reinaldo Colón, Esteban Paredes, Jaime Urban, Maria Isabel Torres, Angel Ricardo Bautista, Peter Flores, Francisco J. Del Valle, Frances Lange, Jean Migel Perez, Raul A. Rivera Rivera, Leslivette Molina, Jesus Angel Lebrón Delgado, Fabian Arce Gonzalez, and Rosa Pastrana Gonzalez, and including its agents, employees, and representatives.

5. CONCACAF stands for Confederation of North, Central American, and Caribbean Association Football, and any requests to CONCACAF includes CONCACAF’s officers, directors, and members.

6. FIFA stands for Fédération Internationale de Football Association, and any requests to FIFA includes FIFA’s officers, directors, and members, including but not limited to Mattias Grafström.

7. The terms “person” and “subject” shall mean any natural person, corporation, partnership, sole proprietorship, association, institute, joint venture, firm, governmental body, or any other legally cognizable entity, for profit or not for profit, whether privately or publicly owned or controlled or partially or fully owned or controlled by a government.

8. The term “document” shall mean, embrace, and include, but shall not be limited to, any tangible thing upon which information is or has been stored, recorded, or communicated that is in your custody, control, or possession or of which you have knowledge, whether prepared by you or any other person, including but not limited to the following: social media posts and messages (including but not limited to Telegram, Facebook, Instagram, Twitter, Snapchat, WhatsApp, Signal, and similar); letters; correspondence; memoranda; handwritten, typed, and stenographic notes; telegrams; telefaxes; teletypes; messages; facsimiles; records; invoices; contracts; agreements; purchase orders; financial records; financial statements; summaries; studies; analyses;

reports; brochures; bulletins; notices; leaflets; pamphlets; lists; indexes; circulars; manuals; maps; drawings; sketches; charts; graphs; schedules; calendars; agenda; diaries; journals; newspapers; periodicals; memoranda; notes of telephone and personal conversations and conferences; records of communications; audio tapes, discs, recordings, and cards; data processing tapes, discs, recordings, and cards; audio data processing tapes, discs, recordings, and cards; video tapes, discs, recordings, and cards; computer tapes, discs, recordings, and cards; magnetic tapes, discs, recordings, and cards; diskettes; recordings; computer printouts, reports, and runs and any codes necessary to comprehend such documents; data compilations; statistical compilations; photographs; films; motion pictures; microfilms; microfiche; books; treatises; studies; all other media, records, data, and sound recordings that are machine-readable or capable of being converted into written form or transcribed; and any other method or nature, however produced or reproduced, by which or through which information is recorded, preserved, or contained, including copies of such documents. Every draft or non-identical copy of a “document” is a separate document as defined herein.

The term “document” shall also mean, embrace, and include all documents within your possession, custody, or control or the possession, custody, or control of your agents, representatives, attorneys, associates, or anyone else known to you, where such document has not been previously produced.

9. The term “date” shall mean the exact day, month, and year, if known to you, or, if the exact date is not known, the best available approximation.

10. The term “communication” shall include any oral utterance made, heard, or overheard, whether in person or by telephone or otherwise, as well as every document and every other mode of intentionally conveyed meaning.

11. “PRSL” stands for Puerto Rico Soccer League.

12. The term “affiliate” is defined as companies that have common interests or business dealings in Puerto Rico’s federated football soccer, including but not limited to clubs and players in LigaPR and/or LAI (Liga Atlética Interuniversitaria).

13. If any document requested has been destroyed or is no longer in possession, custody, or control, specify the date and circumstances of its loss or destruction.

14. For any claim of privilege or objection, specify the basis, document type, and applicable privilege.

### **REQUESTS FOR PRODUCTION**

1. All communications between CONCACAF and FIFA regarding PRSL’s affiliation or lack thereof from January 1, 2019, to the present.

2. All documents reflecting CONCACAF’s policies or practices regarding league affiliations within member associations, specifically relating to FPF and PRSL, from January 1, 2019, to the present.

3. All communications between CONCACAF and FPF discussing PRSL, including but not limited to its exclusion, sanctioning, or non-affiliation from January 1, 2019, to the present.

4. All internal memoranda, reports, or analyses by CONCACAF concerning PRSL’s operations or its attempts to affiliate with FPF or CONCACAF, from January 1, 2019, to the present.

5. All documents and communications between CONCACAF and any FPF affiliates or clubs regarding PRSL’s operations, competitions, or events.

6. All records of meetings, whether in person or virtual, where PRSL’s participation or non-affiliation was discussed, including agendas, minutes, and participant lists.



7. All documents and communications regarding any actions or decisions by CONCACAF to influence or support FPF's position against PRSL's affiliation or operations.
8. All correspondence with FIFA or other CONCACAF members regarding policies or actions affecting PRSL.
9. Any agreements or contracts between CONCACAF and FPF that reference PRSL, directly or indirectly, from January 1, 2019, to the present.
10. All documents and communications related to CONCACAF's enforcement or application of FIFA's regulations in Puerto Rico as they relate to Plaintiffs PRSL, JOSEPH MARC "JOEY" SERRALTA IVES, MARIA LARRACUENTE, JOSE R. OLMO-RODRIGUEZ, and FUTBOL BORICUA (FBNET), Inc.
11. All documents showing payments, grants, or financial assistance from CONCACAF to FPF from January 1, 2019, to the present, including conditions for the use of those funds.
12. All communications between CONCACAF and PRSL representatives regarding PRSL's participation in football activities, events, or leagues in Puerto Rico.
13. All documents reflecting CONCACAF's knowledge of or involvement in actions to prevent PRSL's inclusion in the FPF or CONCACAF framework.
14. All documents and communications referencing PRSL's league operations, competitions, or attempts to secure recognition from CONCACAF or FPF.
15. All documents and communications, including but not limited to emails, letters, memos, and meeting minutes, relating to FIFA's and CONCACAF's policies, rules, or directives concerning the sanctioning of league tournaments and soccer matches in Puerto Rico from January 1, 2019, to the present.
16. All documents that reflect or discuss FIFA's and CONCACAF's involvement, influence,

or decision-making process regarding the operations, governance, or management of the Federación Puertorriqueña de Fútbol (FPF) or any other national soccer associations in Puerto Rico from January 1, 2019, to the present.

17. Any agreements, contracts, or memoranda of understanding between FIFA, FPF, CONCACAF and any other entities involved in soccer governance or event management in Puerto Rico, which pertain to the regulation, sanctioning, or exclusion of soccer tournaments from January 1, 2019, to the present.

18. Documents showing any communications, directives, or enforcement actions from CONCACAF to FPF regarding compliance with FIFA regulations that might affect the organization or operation of soccer leagues in Puerto Rico from January 1, 2019, to the present.

19. All financial records, including but not limited to, budgets, financial statements, and records of payments made by or to CONCACAF, related to the sanctioning of soccer tournaments in Puerto Rico, or any financial dealings with FPF or affiliated bodies from January 1, 2019, to the present.

20. Any reports, studies, or analyses discussing or evaluating the market for soccer leagues or tournaments in Puerto Rico, including any discussions on market division, competition, or monopolistic practices from January 1, 2019, to the present.

21. Documents evidencing any complaints, disputes, or legal actions involving FIFA's and CONCACAF's policies on tournament sanctioning in Puerto Rico or related to any allegations of monopolistic practices by FIFA or its affiliates from January 1, 2019, to the present.

22. Correspondence, including emails, between FIFA and CONCACAF officials and representatives of any soccer league or club in Puerto Rico discussing the implications or effects of FIFA's and CONCACAF's policies on local soccer activities from January 1, 2019, to the

present.

23. All internal CONCACAF documents, including policy drafts, amendments, and resolutions, that discuss or alter the rules for league and tournament sanctioning with potential impacts on Puerto Rico from January 1, 2019, to the present.

24. Documentation of any meetings, whether in-person or virtual, where the topic of soccer league sanctioning in Puerto Rico was discussed, including participant lists, agendas, and outcomes from January 1, 2019, to the present.

25. Copies of all liability insurance policies, issued to FIFA, CONCACAF and FPF, or issued to another party, yet the policy(ies) include FIFA, CONCACAF and FPF as insured, additional insured, or beneficiary(ies) of its/their coverage, that were in effect at any time between January 1, 2019 and the present.

26. Copies of all liability insurance policies issued to, or issued to another party, yet the policy(ies) include one, some or all of the subjects as potential beneficiary(ies) of the policy(ies) coverage, with reference to subjects Ivan Rivera-Gutierrez, Jose “Cukito” Martinez, Gabriel Ortiz Calderón, and/or Luis Mozo Cañete, that were in effect at any time between January 1, 2019 and the present.

27. All documents and communications exchanged with any insurance carrier relating in any way to the facts underlying the liability claims asserted against you by Plaintiffs herein, before Plaintiffs filed suit.

28. All documents and communications exchanged with any insurance carrier relating in any way to the facts underlying the liability claims asserted against you by Plaintiffs herein, before Plaintiffs filed suit.

29. All documents and communications between you and FIFA that reference PRSL’s

participation in football soccer in Puerto Rico, whether PRSL is referenced, or is not mentioned by name (Puerto Rico Soccer League) or acronym (PRSL), but is referenced.

30. All documents and communications between you and FIFA that reference Maria Larracuente.

31. All documents and communications between you and FIFA that reference Jose R. Olmo-Rodriguez.

32. All documents and communications between you and FIFA that reference Futbol Boricua and/or Edwin Jusino.

33. All documents and communications between you and FPF that reference PRSL's participation in football soccer in Puerto Rico, whether Puerto Rico Soccer League is referenced by its name or its acronym PRSL, or is not mentioned by name or acronym, but is referenced.

34. All documents and communications between you and FPF that reference Maria Larracuente.

35. All documents and communications between you and FPF that reference Jose R. Olmo-Rodriguez.

36. All documents and communications between you and FPF that reference Futbol Boricua and/or Edwin Jusino.

37. Documents and communications with FPF and/or FIFA from September 20, 2019.

38. Documents and communications with FPF and/or FIFA from September 27, 2019.

39. Documents and communications with FPF between September 1, 2019 and September 30, 2019.

40. All documents and communications between CONCACAF and FPF in relation to FPF purchasing goods and services from *Sports and Vacation Travel Agency of Puerto Rico* between

September 1, 2019 and present.

41. All documents and communications, of any kind, between any member of CONCACAF (includes agents and representatives) and a member of FPF (includes agents and representatives), in relation to the removal of PRSL as an FPF affiliated league.

42. All documents and communications, of any kind, between any member of CONCACAF (includes agents and representatives) and a member of FPF (includes agents and representatives), in relation to PRSL being an affiliated League, or not, within the 30-day period preceding FPF's letter to FIFA and CONCACAF dated September 20, 2019.

43. All documents and communications, of any kind, between any member of CONCACAF (includes agents and representatives) and a member of FPF (includes agents and representatives), in relation to the September 20, 2019 letter to FIFA and CONCACAF asking whether clubs could play in a league that is not affiliated to FPF.

44. All communications, of any kind, between any member of CONCACAF (includes agents and representatives) and a member of FPF (includes agents and representatives), in relation to preventing (name of club, either a, b, c, d, or e) from competing in the PRSL 2019-2020 Season and thereafter to present. In this particular case, the request for preservation of evidence includes mobile phone records of incoming and outgoing calls, incoming and outgoing text messages, on any medium (text, voice message, message, WhatsApp, FaceTime, Zoom, Signal, Telegram, etc.).

The clubs referenced are:

- a. Don Bosco FC;
- b. Academia Quintana;
- c. Caguas Sporting;
- d. Arecibo FC;

e. Club Deportivo Barbosa.

DATED this 4<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  
Ibrahim Reyes Gándara  
Florida Bar No. 581798  
REYES LAWYERS, P.A.  
236 Valencia Avenue  
Coral Gables, FL 33134  
Tel. 305-445-0011  
Fax. 305-445-1181  
Email: ireyes@reyeslawyers.com  
(Admitted *Pro hac vice*)  
*Counsel for the Plaintiffs*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically served this document to all attorneys of record  
in this case.

/s/ Jose R. Olmo-Rodríguez  
José R. Olmo-Rodríguez, Esquire

/s/ Ibrahim Reyes  
Ibrahim Reyes, Esquire

# **EXHIBIT D**

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

PUERTO RICO SOCCER LEAGUE NFP  
CORP., JOSEPH MARC “JOEY”  
SERRALTA IVES, JUAN M. CORNEJO,  
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’ INTERROGATORIES TO DEFENDANT FEDERACIÓN  
PUERTORRIQUEÑA DE FUTBOL, INC. (“FPF”)**

Plaintiffs, by and through undersigned counsel, and pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and U.S.D.C. for the District of Puerto Rico Local Rules, respectfully submit these interrogatories to Defendant, Federación Puertorriqueña de Futbol, Inc., in conformance with the Court’s Rule 16 Scheduling Order issued December 11, 2024. These Interrogatories are to be considered continuing in character. If, after answering, new or different information comes to the attention of Defendant, Defendant is under a continuing duty to



supplement or amend the answers previously made. These requests shall be considered served as of the date of the Rule 26(f) conference.

### **INSTRUCTIONS**

1. The following Interrogatories are to be answered to the extent of all information that is or may be available to you or to any other person or entity who has acted or is now acting on your behalf.
2. If an objection of refusal to respond is made on the ground of privilege, set forth an identification of each such information, specifying the exact basis of your claim of privilege. As to any claim by you that information requested to be set forth in answer to any of the following Interrogatories or as may be contained in a requested document is confidential, the undersigned counsel is prepared to discuss a stipulation of consent order providing adequate protection.
3. If you formally object to any portion or aspect of any Interrogatory, please answer the remainder. If you object on the grounds that the Interrogatory is overly burdensome or requests information which is not relevant to the subject matter of this litigation, please provide such information which would not be overly burdensome and which you do not object to as irrelevant to the subject matter.
4. If you are unable to answer any of the following Interrogatories fully and completely after exercising reasonable effort and due diligence to secure the requested information, so state and answer each such Interrogatory to the fullest extent possible, specify the portion of the Interrogatory that you claim you are unable to answer fully and completely, and state what knowledge, information, or belief you have concerning the unanswered portion of the Interrogatory. If the requested information is in the possession, custody, or control of a person other than you, identify that person.

### **DEFINITIONS**

1. The terms “and” and “or” shall have both conjunctive and disjunctive meanings.
2. “FPF”, “Federación”, “you,” and “your” shall mean Federación Puertorriqueña de Fútbol, Inc., a defendant in this action, and any person(s) acting or purporting to act in any manner on your behalf, including, but not limited to, any other Defendant herein (Ivan Rivera Gutierrez, Jose “Cukito” Martinez, Gabriel Ortiz Calderón, and Luis Mozo Cañete), and its members, Antonio “Tony” Lopez, Pedro Lopez, Juan “Chucho” Avilés, Gladys “Cusi” Rivera, José Luis Perez, Reinaldo Colón, Esteban Paredes, Jaime Urban, Maria Isabel Torres, Angel Ricardo Bautista, Peter Flores, Francisco J. Del Valle, Frances Lange, Jean Migel Perez, Raul A. Rivera Rivera, Leslivette Molina, Jesus Angel Lebrón Delgado, Fabian Arce Gonzalez, and Rosa Pastrana Gonzalez, from January 1, 2019 to present.
3. “Federación” shall mean Federación Puertorriqueña de Fútbol, Inc., a defendant in this action, and any person(s) acting or purporting to act in any manner on its behalf, and its officers, directors, and members.
4. “FIFA” shall mean Fédération Internationale de Football Association, a defendant in this action, and any person(s) acting or purporting to act in any manner on its behalf, including, but not limited to, Mattias Grafström (Secretary General), Gianni Infantino (President), members of the FIFA Council, and its officers, directors, and members, from January 1, 2029 to present.
5. “CONCACAF” shall mean Confederation of North, Central America and Caribbean Association Football, a defendant in this action, and any person(s) acting or purporting to act in any manner on its behalf, including, but not limited to, Victor Montagliani (President), Philippe Moggio (General Secretary and CEO), and Marco Leal (former CONCACAF Chief Officer), its officers, directors, and members, from January 1, 2019 to present.

6. The terms “person” and “subject” shall mean any natural person, corporation, partnership, sole proprietorship, association, institute, joint venture, firm, governmental body, or any other legally cognizable entity, for profit or not for profit, whether privately or publicly owned or controlled or partially or fully owned or controlled by a government.

7. The term “document” shall mean, embrace, and include, but shall not be limited to, any tangible thing upon which information is or has been stored, recorded, or communicated that is in your custody, control, or possession or of which you have knowledge, whether prepared by you or any other person, including but not limited to the following: social media posts and messages (including but not limited to Telegram, Facebook, Instagram, Twitter, Snapchat, WhatsApp, Signal, and similar); letters; correspondence; memoranda; handwritten, typed, and stenographic notes; telegrams; telefaxes; teletypes; messages; facsimiles; records; invoices; contracts; agreements; purchase orders; financial records; financial statements; summaries; studies; analyses; reports; brochures; bulletins; notices; leaflets; pamphlets; lists; indexes; circulars; manuals; maps; drawings; sketches; charts; graphs; schedules; calendars; agenda; diaries; journals; newspapers; periodicals; memoranda; notes of telephone and personal conversations and conferences; records of communications; audio tapes, discs, recordings, and cards; data processing tapes, discs, recordings, and cards; audio data processing tapes, discs, recordings, and cards; video tapes, discs, recordings, and cards; computer tapes, discs, recordings, and cards; magnetic tapes, discs, recordings, and cards; diskettes; recordings; computer printouts, reports, and runs and any codes necessary to comprehend such documents; data compilations; statistical compilations; photographs; films; motion pictures; microfilms; microfiche; books; treatises; studies; all other media, records, data, and sound recordings that are machine-readable or capable of being converted into written form or transcribed; and any other method or nature, however produced or

reproduced, by which or through which information is recorded, preserved, or contained, including copies of such documents. Every draft or non-identical copy of a “document” is a separate document as defined herein.

The term “document” shall also mean, embrace, and include all documents within your possession, custody, or control or the possession, custody, or control of your agents, representatives, attorneys, associates, or anyone else known to you, where such document has not been previously produced.

8. The term “date” shall mean the exact day, month, and year, if known to you, or, if the exact date is not known, the best available approximation.

9. The term “communication” and “communicate” shall include any oral utterance made, heard, or overheard, whether in person or by telephone or otherwise, as well as every document and every other mode of intentionally conveyed meaning, including text messaging on any platform, including Messages, Messenger, Signal, Proton Mail, WhatsApp, X, Instagram, Facebook or similar messaging software.

10. “PRSL” stands for Puerto Rico Soccer League.

11. The term “affiliate” is defined as companies that have common interests or business dealings in Puerto Rico’s federated football soccer, including but not limited to clubs and players in LigaPR and/or LAI (Liga Atlética Interuniversitaria).

12. The term “agreement” is defined as a document, if in writing, or a mutual understanding, if oral, between two or more parties that is intended to be enforceable by law.

**INTERROGATORIES**

1. Who, on behalf of the Federation, communicated with the following club(s) in 2019 regarding the Puerto Rico Soccer League, to warn them that PRSL was not affiliated (avalada) to the Federation, and for such person(s), provide his/her name, the date of the communication, the place (if in person) or method (if not in person) of the communication, and the identity of the recipient of the communication, by providing his or her name:

- i. Academia Quintana;
- ii. Club Deportivo Barbosa;
- iii. Don Bosco FC;
- iv. Caguas Sporting;
- v. Arecibo FC;
- vi. Las Piedras FC;
- vii. Villa Andalucia FC;
- viii. Any other clubs.

2. How many clubs did FPF operate in 2018? Name each club, and for each, identify the documents that show their affiliation or aval status in 2018.

3. How many clubs did FPF operate in 2019? Name each club, and for each, identify the documents that show their affiliation or aval status in 2019.

4. How many clubs did FPF affiliate or join in 2020 to play in its Liga PR? Name each club, and for each, identify the documents that show their affiliation or aval status in 2020.

5. How many clubs did FPF affiliate or join in 2021 to play in its Liga PR? Name each club, and for each, identify the documents that show their affiliation or aval status in 2021.

6. How many clubs did FPF affiliate or join in 2022 to play in its Liga PR? Name each club, and for each, identify the documents that show their affiliation or aval status in 2022.

7. How many clubs did FPF affiliate or join in 2023 to play in its Liga PR? Name each club, and for each, identify the documents that show their affiliation or aval status in 2023.

8. How many clubs did FPF affiliate or join in 2024 to play in its Liga PR? Name each club, and for each, identify the documents that show their affiliation or aval status in 2024.
9. How many clubs did FPF affiliate or join in 2025 to play in its Liga PR? Name each club, and for each, identify the documents that show their affiliation or aval status in 2025.
10. How many clubs that played in the FPF Liga PR in 2024, played in the PRSL before 2019?
11. How many clubs that played in the FPF Liga PR in 2023, played in the PRSL before 2019?
12. How many clubs that played in the FPF Liga PR in 2022, played in the PRSL before 2019?
13. Describe FPF's Liga PR's plans for 2019, and identify the documents and communications that would show these plans.

DATED this 4<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  
Ibrahim Reyes Gándara  
Florida Bar No. 581798  
REYES LAWYERS, P.A.  
236 Valencia Avenue  
Coral Gables, FL 33134  
Tel. 305-445-0011  
Fax. 305-445-1181  
Email: ireyes@reyeslawyers.com  
(Admitted *Pro hac vice*)

*Counsel for the Plaintiffs*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically served this document to all attorneys of record in this case.

/s/ Jose R. Olmo-Rodríguez  
José R. Olmo-Rodríguez, Esquire

/s/ Ibrahim Reyes  
Ibrahim Reyes, Esquire

# **EXHIBIT E**

**From:** [Blau, Amanda](#)  
**To:** [Anibal A. Román Medina](#); [Page, Bennett S.](#)  
**Cc:** [Salvador J. Antonetti](#)  
**Subject:** FW: PRSL, et al. v. FPF, et al. - Number of depositions  
**Date:** Thursday, March 6, 2025 3:54:21 PM

---

**From:** Ibrahim Reyes <ireyes@reyeslawyers.com>  
**Sent:** Friday, February 21, 2025 11:11 AM  
**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 Fuertes <rcamara@ferraiuoli.com>; Suleicka Tulier <stulier@ferraiuoli.com>; Michael <mmcgregor@paulweiss.com>; Kuster, John J. <jkuster@sidley.com>; Christopher <cboehning@paulweiss.com>; Ingrid Johnson <ijohnson@amgprlaw.com>; Blau, Amanda <ablau@sidley.com>; Tiana <tvoegelin@paulweiss.com>; Yoav <ygaffney@paulweiss.com>  
**Cc:** Jose R. Olmo <Jrolmo1@gmail.com>  
**Subject:** Re: PRSL, et al. v. FPF, et al. - Number of depositions

**EXTERNAL EMAIL - Use caution with links and attachments.**

Good morning, all,

Plaintiffs hereby follow-up regarding the Court's instructions following the Initial Scheduling Conference regarding the number of depositions. On Plaintiffs' e-mail, below, Plaintiffs identified ten witnesses for deposition. Counsel for Plaintiffs does not intend to depose the Plaintiffs, perhaps not even some of the listed witnesses, whose testimony would be elicited at trial, so Plaintiffs' number of depositions is anticipated to be ten (10) or less. Defendants have identified other witnesses, in addition to witnesses listed by both Plaintiffs and Defendants, as follows, adding six (6) deposition witnesses:

- I. FPF**
  - 1. Rosa Pastrana
  - 2. Jose Sola
  
- II. FIFA**
  
- III. CONCACAF**
  - 1. Marco Leal
  - 2. Sofia Malizia
  - 3. Mario Monterrosa
  - 4. Jonathan Martinez

In short, the number of depositions should end up being around 15. Anticipating we're in agreement with the anticipated number of depositions, give or take a few, I believe that



issue is now a non-issue. However, should we need to discuss this any further, please advise.

Thank you,

Ibrahim Reyes

**REYES LAWYERS, P.A.**  
236 Valencia Avenue  
Coral Gables, FL 33134  
Office: 305 445 0011  
Fax: 305 445 1181

Mobile: 305 218 0982  
[ireyes@reyeslawyers.com](mailto:ireyes@reyeslawyers.com)

[www.reyeslawyers.com](http://www.reyeslawyers.com)

*Chambers and Partners Miami Spotlight Firm in Dispute Resolution and Commercial Litigation*

*Elite Lawyers in Sports and Entertainment Law*

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---

**From:** Ibrahim Reyes <[ireyes@reyeslawyers.com](mailto:ireyes@reyeslawyers.com)>  
**Sent:** Monday, February 17, 2025 12:50 PM  
**To:** Edwin J. Seda-Fernández <[seda@amgprlaw.com](mailto:seda@amgprlaw.com)>; [salvador.antonetti@oneillborges.com](mailto:salvador.antonetti@oneillborges.com) <[salvador.antonetti@oneillborges.com](mailto:salvador.antonetti@oneillborges.com)>; Eric Pérez-Ochoa <[epo@amgprlaw.com](mailto:epo@amgprlaw.com)>; Andres D. Santiago-Lopez <[asl@amgprlaw.com](mailto:asl@amgprlaw.com)>; Alexandra Casellas-Cabrera <[acasellas@amgprlaw.com](mailto:acasellas@amgprlaw.com)>; Elsie García <[EGarcia@amgprlaw.com](mailto:EGarcia@amgprlaw.com)>; Roberto Camara Fuertes <[rcamara@ferraiuoli.com](mailto:rcamara@ferraiuoli.com)>; Suleicka Tulier <[stulier@ferraiuoli.com](mailto:stulier@ferraiuoli.com)>; Michael <[mmcgregor@paulweiss.com](mailto:mmcgregor@paulweiss.com)>; John J. <[jkuster@sidley.com](mailto:jkuster@sidley.com)>; Christopher <[cboehning@paulweiss.com](mailto:cboehning@paulweiss.com)>; Ingrid Johnson <[ijohnson@amgprlaw.com](mailto:ijohnson@amgprlaw.com)>; Amanda <[ablau@sidley.com](mailto:ablau@sidley.com)>; Tiana <[tvoegelin@paulweiss.com](mailto:tvoegelin@paulweiss.com)>; Yoav <[ygaffney@paulweiss.com](mailto:ygaffney@paulweiss.com)>  
**Cc:** Jose R. Olmo <[Jrolmo1@gmail.com](mailto: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. Lionel "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

**REYES LAWYERS, P.A.**

236 Valencia Avenue  
Coral Gables, FL 33134  
Office: 305 445 0011  
Fax: 305 445 1181

Mobile: 305 218 0982  
[ireyes@reyeslawyers.com](mailto:ireyes@reyeslawyers.com)

[www.reyeslawyers.com](http://www.reyeslawyers.com)

*Chambers and Partners Miami Spotlight Firm in Dispute Resolution and Commercial Litigation*

*Elite Lawyers in Sports and Entertainment Law*

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# **EXHIBIT F**

**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), AND  
CONFEDERATION OF NORTH, CENTRAL  
AMERICA AND CARIBBEAN ASSOCIATION  
FOOTBALL (CONCACAF),

*Defendants.*

CIVIL ACTION NO. 23-1203(RAM)

**PLAINTIFFS’ FIRST REQUESTS FOR ADMISSION TO DEFENDANT  
FEDERACIÓN PUERTORRIQUEÑA DE FUTBOL, INC. (“FPF”)**

Plaintiffs, by and through undersigned counsel, and pursuant to Rules 26(b)(1) and 36 of the Federal Rules of Civil Procedure and U.S.D.C. for the District of Puerto Rico Local Rules, hereby request that Defendant Federación Puertorriqueña de Fútbol, Inc. (“FPF”) admit or deny the truth of the following statements within thirty (30) days of service of these requests. If Defendant objects to any request, it must state the grounds for the objection with specificity.

### **INSTRUCTIONS**

1. If a matter is not admitted, the answer must specifically deny it or state in detail why the answering party cannot truthfully admit or deny it.
2. A denial must fairly respond to the substance of the matter; and when good faith requires that a party qualify an answer or deny only a part of a matter, the answer must specify the part admitted and qualify or deny the rest.
3. The answering party may assert lack of knowledge or information as a reason for failing to admit or deny only if the party states that it has made reasonable inquiry and that the information it knows or can readily obtain is insufficient to enable it to admit or deny.
4. The grounds for objecting to a request must be stated. A party must not object solely on the ground that the request presents a genuine issue for trial.

### **DEFINITIONS**

1. **“Plaintiffs”** refers collectively to Puerto Rico Soccer League NFP Corp., Joseph Marc Serralta Ives, María Larracuenta, José R. Olmo-Rodriguez, and Futbol Boricua (FBNET), Inc.
2. **“SafeStadium”** refers to the stadium construction project described in Plaintiffs’ Third Amended Complaint.
3. **“LigaPro”** refers to the professional league operated by Puerto Rico Soccer League (PRSL).
4. **“LPR”** and **“Liga Puerto Rico”** refer to Liga Puerto Rico, the league operated by FPF.
5. **“TAAD”** refers to the Tribunal de Arbitraje Deportivo under COPUR.
6. The terms “and” and “or” shall have both conjunctive and disjunctive meanings.

7. **“FPF”**, **“Federación”**, **“you,”** and **“your”** shall mean Federación Puertorriqueña de Fútbol, Inc., and any person(s) acting or purporting to act in any manner on its behalf, from January 1, 2019 to present.
8. **“FIFA”** shall mean Fédération Internationale de Football Association, and any person(s) acting or purporting to act in any manner on its behalf, from January 1, 2019 to present.
9. **“CONCACAF”** shall mean Confederation of North, Central America and Caribbean Association Football, and any person(s) acting or purporting to act in any manner on its behalf, from January 1, 2019 to present.
10. **“Single entity”** shall mean that two entities share a complete unity of economic interest, there is common ownership or a governance structure that aligns the units’ operations, strategy, risk taking, and profit motives to such a degree that they effectively function as one firm, and the units are not independent centers of decision making.
11. **“Comité Olímpico de Puerto Rico” or “COPUR”** refers to Puerto Rico’s National Olympic Committee, recognized by the International Olympic Committee, including any predecessors, successors, subsidiaries, affiliates, agents, or representatives.
12. **“Puerto Rico National Soccer Team” or “National Team”** refers to the men’s or women’s senior-level teams fielded and/or sanctioned by the FPF.
13. **“Sanction”** means authorize.

### **REQUESTS FOR ADMISSION**

1. Admit that PRSL wrote to FPF on December 4, 2019 and asked why FPF arbitrarily removed PRSL from its webpage of affiliated leagues and clubs immediately after PRSL advised FPF that it had acted illegally and subjected itself to litigation in federal court. See **Ex. “A”** – PRSL correspondence of December 4, 2019 to FPF.
2. Admit that PRSL’s December 4, 2019 correspondence was sent to Jaime A. Lamboy, Esquire, via e-mail (j.lamboy@fedefutbolpr.com) and via postal service to Calle Los Angeles, Final Plaza de Santurce, Apartado Postal 367567, San Juan, PR 00936.
3. Admit that FPF received the PRSL December 4, 2019 correspondence.



4. Admit that CONCACAF is copied on the referenced December 4, 2019 correspondence.
5. Admit that FIFA is copied on the referenced December 4, 2019 correspondence.
6. Admit that FPF did not respond to the referenced PRSL December 4, 2019 correspondence.
7. Admit that PRSL wrote to FPF on February 4, 2020 and, again, asked why FPF arbitrarily removed PRSL from its webpage of affiliated leagues and clubs immediately after PRSL advised FPF that it had acted illegally and subjected itself to litigation in federal court. See **Ex. “B”** – PRSL correspondence of February 4, 2020 to FPF.
8. Admit that the PRSL February 4, 2020 correspondence was sent to Jaime A. Lamboy, Esquire, via e-mail (presidencia@fedefutbolpr.com), fax (787-767-2288) and via postal service to Calle Los Angeles, Final Plaza de Santurce, Apartado Postal 367567, San Juan, PR 00936.
9. Admit that FPF received the referenced PRSL February 4, 2020 correspondence.
10. Admit that CONCACAF is copied on the PRSL February 4, 2020 correspondence.
11. Admit that FIFA is copied on the PRSL February 4, 2020 correspondence.
12. Admit that FPF did not respond to the PRSL February 4, 2020 correspondence.
13. Admit that when FPF informed FIFA and CONCACAF, on or about September 20, 2019, that “*some clubs that are members of the Puerto Rican Football Federation (FPF) have decided to participate in a competition that is not endorsed by the FPF*”, PRSL was endorsed by FPF as a league. See **Ex. “C”** – screenshot of FPF website showing PRSL’s affiliate status, as a league, in 2019.
14. Admit that FIFA, by and through the author of the September 27, 2019 response to FPF’s September 20, 2019 correspondence – Mattias Grafström – responded:

*In this regard, we take note that, according to Article 14, Section 1(d) of the statutes of the Puerto Rican Football Federation (FPF), its members are obligated to participate in competitions and other sporting activities organized by the FPF. Likewise, Article 14, Section 1(i) stipulates that FPF members cannot maintain sporting relations with entities (clubs, leagues, etc.) that are not members or affiliates of the FPF. See Ex. “D” – FIFA’s September 27, 2019 correspondence.*

*Therefore, we understand that the FPF is in a position to make a decision regarding these actions, as contemplated in its statutes and regulations.*

*Finally, we would like to remind you of the content of Article 72, Section 1 of FIFA's statutes, which states that: “Without the relevant authorization from FIFA, neither players nor teams affiliated with member federations [...] may play matches or maintain sporting relations with players or teams not affiliated with FIFA members [...].”*

15. Admit that FIFA’s September 27, 2019 response acknowledges that *“Without the relevant authorization from FIFA, neither players nor teams affiliated with member federations [...] may play matches or maintain sporting relations with players or teams not affiliated with FIFA members [...].”*
16. Admit that FIFA copied CONCACAF in the September 27, 2019 correspondence to FPF.
17. Admit that FPF relied on the September 27, 2019 FIFA correspondence to approach clubs that had decided to participate in the PRSL 2019 Liga Pro league tournament.
18. Admit that, amongst these clubs, FPF approached *Academia Quintana FC*.
19. Admit that, amongst these clubs, FPF approached *Don Bosco FC*.
20. Admit that, amongst these clubs, FPF approached *Club Deportivo Barbosa* (“*CD Barbosa*”).

21. Admit that, amongst these clubs, FPF approached *Caguas Sporting FC*.
22. Admit that on September 20, 2019, FPF corresponded with Presidents and/or Delegates of clubs, leagues and associations regarding *Delegates to the 2019 Ordinary Assembly*. See **Ex. “E”** – FPF’s September 20, 2019 correspondence.
23. Admit that on September 12, 2019, PRSL advised FPF that:

*The executives of the Puerto Rico Soccer League would like to inform you that we will be holding our League Tournament for the 2019-2020 season.*

*In accordance with the sanctioning requirements for the referenced competition, we would like to inform you of the following:*

*We confirm the following matters:*

1. *The tournament will take place from October 5, 2019, to April 30, 2020.*
2. *Tournament Director: María E. Larracuenta Santiago.*
3. *The teams have reviewed their sports facilities to ensure they meet the necessary requirements, including:*
  - *Locker rooms for both teams and referees,*
  - *A playing field that meets the required conditions, and*
  - *A concession stand.*
4. *We have communicated with the participating clubs, and they have all expressed their support for the tournament and committed to having their facilities ready.*
5. *The teams confirmed to participate so far are: Barbosa, Quintana, Las Piedras FC, and Arecibo FC. The teams have completed or are in the process of affiliating with the Puerto Rican Football Federation and registering their players. Each club will use its respective venue or share venues.*
6. *The disciplinary and competition regulations will be those of the Puerto Rican Football Federation.*

7. *The referees officiating the tournament will be from the Referees Association and are members of the Puerto Rican Football Federation.*
  8. *We have included the 2019-2020 competition schedule.*
  9. *At the time of affiliation with the Puerto Rican Football Federation, each club must submit a copy of their players' insurance as well as public liability insurance. See Ex. "F" – PRSL's September 12, 2019 correspondence to FPF's Secretary General, Maria Inés Lugo.*
24. Admit that on September 20, 2019, via Circular No. 2019-16, FPF communicated with PRSL, as a member of FPF, and informed it that:
- We are including, for your benefit, the list of clubs that meet the requirements to participate in the regional assemblies. As mentioned earlier, your attendance is important to ensure representation of your region in the Ordinary Assembly. See Ex. "G" – FPF's Circular No. 2019-16.*
25. Admit that FPF's Circular No. 2019-16 informs FPF's members which members are certified and have the right to vote at the Ordinary Assembly scheduled for September 28, 2019.
  26. Admit that FPF's Circular No. 2019-16 informs FPF's members, on September 20, 2019, that PRSL ("PR Soccer League") is a member of the Metro Region and has the right to vote at the Ordinary Assembly scheduled for September 28, 2019.
  27. Admit that the Court issued an Opinion and Order [DE 129] on September 30, 2024, based upon co-defendants Federación Puertorriqueña de Fútbol, Inc. ("FPF") and its directors, Iván Rivera-Gutierrez, José "Cukito" Martínez, Gabriel Ortiz, and Luis Mozo Cañete's (collectively "Directors" and together with FPF, "FPF Defendants"), Motion to Dismiss ("Motion to Dismiss" or "Motion") [DE 44].
  28. Admit that FPF must comply with the FIFA Policy that prohibits the sanctioning of any League tournament in Puerto Rico not conducted by FPF.
  29. Admit that FIFA has the authority to remove FPF's President and implement a Normalization Committee ("Comision Normalizadora") under the authority of Article 8, Paragraph 2 of the FIFA Statutes, which states:

*“Executive bodies of member associations may, under exceptional circumstances, be removed from office by the FIFA Council, in consultation with the relevant confederation, and replaced by a normalization committee for a specific period of time.”*

30. Admit that the FIFA Council, in consultation with CONCACAF, may remove FPF’s officers and directors and replace them with a Normalization Committee, pursuant to Article 8, Paragraph 2 of the FIFA Statutes.
31. Admit that FIFA, in consultation with CONCACAF, appointed a Normalization Committee (“Comisión Normalizadora”) in Puerto Rico on May 25, 2018.
32. Admit that the decision (to appoint a Normalization Committee (“Comisión Normalizadora”) in Puerto Rico on May 25, 2018) was made due to governance issues within the FPF, including concerns about the Federation’s leadership and administrative stability.
33. Admit that FPF and FIFA are not a single entity.
34. Admit that FPF and CONCACAF are not a single entity.
35. Admit that FPF filed an Answer [DE 22] to Plaintiffs’ Second Amended Complaint on August 1, 2023.
36. Admit that FPF pled in its Answer [DE 22 ¶¶ 46, 49, 50] that *“the Fédération Internationale de Football Association (FIFA) and the Confederation of North, Central American, and Caribbean Association Football (CONCACAF) are indispensable parties to the litigation.”*
37. Admit that Plaintiffs filed an amendment, the Third Amended Complaint, that included new defendants FIFA and CONCACAF, after FPF identified FIFA and CONCACAF, in their Answer [DE 22], as indispensable parties.
38. Admit that Plaintiffs’ operative complaint, the Third Amended Complaint, states that *“Defendant, Fédération Internationale de Football Association a/k/a FIFA (hereinafter “FIFA”), is a private international membership-based association, which identifies itself as “an association registered in the Commercial Register of the Canton of Zurich in accordance with Art. 60 ff. of the Swiss Civil Code.”*<sup>4</sup> It is

*a self-declared, international governing body for soccer. Its voting members are the 211 affiliated National Federations that FIFA authorizes to act on its behalf in countries around the world, including Defendant, Federación Puertorriqueña de Fútbol, in Puerto Rico, **and according to the Defendants in Puerto Rico, an indispensable party to the litigation.***” (Emphasis supplied) [DE 33 ¶ 18].

39. Admit that FPF answered Plaintiffs’ Third Amended Complaint [DE 33 ¶ 18] as follows:

*18. The allegations in paragraph 18 of the Second Amended Complaint do not require an answer or allegation from plaintiffs. If one were needed, then these allegations are denied.*

40. Admit that Plaintiffs’ operative complaint, the Third Amended Complaint, states that “*Defendant, Confederation of North, Central and Caribbean Association Football (“CONCACAF”), is one of the six regional bodies of FIFA. To help adopt, enforce and effectuate FIFA rules and policies, FIFA’s affiliated National Federation members belong to a network of six regional governing bodies (known as “Confederations”). The regional Confederations assist FIFA in enforcing its policies and rules within their regions. The Confederation that covers Puerto Rico is the Confederation of North, Central and Caribbean Association Football (“CONCACAF”). Defendant FPF has been a member of CONCACAF since 1964. CONCACAF is a non-profit company registered in Nassau, Bahamas, and headquartered in Miami, Florida, at 161 NW 6th Street, Miami, FL 33166, and **according to the Defendants in Puerto Rico, an indispensable party to the litigation.***” (Emphasis supplied) [DE 33 ¶ 19].

41. Admit that FPF answered Plaintiffs’ Third Amended Complaint [DE 33 ¶ 19] as follows:

*19. The allegations in paragraph 19 of the Second Amended Complaint do not require an answer or allegation from plaintiffs. If one were needed, then these allegations are denied.*

42. Admit that FPF is a defendant in this action, not a plaintiff.

43. Admit that FPF is the only FIFA-recognized governing body for football in Puerto Rico.
44. Admit that FPF has the exclusive authority to sanction (“authorize”) or deny sanctioning of football leagues in Puerto Rico.
45. Admit that FPF took steps to prevent Superior League clubs from participating in PRSL’s LigaPro in 2019.
46. Admit that FPF communicated with Superior League clubs in 2019 to prevent their participation in PRSL’s LigaPro.
47. Admit that FPF sent an e-mail to FIFA on September 20, 2019, referring to PRSL’s LigaPro as not being sanctioned (“authorized”).
48. Admit that in 2019, FPF did not notify PRSL that it would not be sanctioned (“authorized” or “avalado”) to operate its league.
49. Admit that FPF officials, including its President and Vice President, were aware of PRSL’s SafeStadium plans in 2018-2019.
50. Admit that FPF never held a formal disciplinary hearing before denying PRSL its sanctioning in 2019.
51. Admit that FPF never provided PRSL with an explanation for its removal from FPF-affiliation.
52. Admit that FPF financially benefits from operating its own league (Liga Puerto Rico).
53. Admit that clubs that participate in FPF-sanctioned competitions receive benefits not available to unaffiliated clubs.
54. Admit that FPF’s President, Ivan Rivera-Gutierrez, directed FPF officials to vote on a rule change eliminating TAAD’s jurisdiction over FPF appeals.

55. Admit that FPF's Board of Directors approved the elimination of TAAD's jurisdiction.
56. Admit that FIFA does not require FPF to eliminate the jurisdiction of TAAD.
57. Admit that FPF was disaffiliated from the Puerto Rican Olympic Committee (COPUR) on or about March 27, 2023.
58. Admit that, as a direct result of the Federacion Puertorriqueña de Futbol's ("FPF") disaffiliation from the Comité Olímpico de Puerto Rico ("COPUR"), the Puerto Rico National Soccer Team is no longer eligible to compete in any Olympic events, including but not limited to the Olympic Games.
59. Admit that, since at least March 2019, FPF has exercised exclusive control over the sanctioning of soccer league tournaments in Puerto Rico pursuant to FIFA's tournament-participation policy.
60. Admit that FPF refused to sanction Plaintiff Puerto Rico Soccer League NFP Corp.'s ("PRSL") LigaPro for the 2019-2020 season.
61. Admit that FPF communicated to soccer clubs and players in Puerto Rico, in or around September 2019, that PRSL's LigaPro was not sanctioned by FPF and that participation in it could result in disciplinary sanctions.
62. Admit that FPF's refusal to sanction PRSL's LigaPro prevented PRSL from operating its 2019-2020 season as planned.
63. Admit that FPF created and began operating its own league, Liga Puerto Rico ("LPR"), in or after 2019, using players and clubs that would have participated in PRSL's LigaPro.
64. Admit that FPF's actions in refusing to sanction PRSL's LigaPro and establishing LPR were intended to exclude PRSL from the market for soccer league tournaments in Puerto Rico.



65. Admit that FPF collaborated with FIFA and/or CONCACAF in enforcing FIFA's rule that all league tournaments in Puerto Rico must be sanctioned by FPF.
66. Admit that FPF's refusal to sanction PRSL's LigaPro was motivated, at least in part, by a desire to eliminate competition from PRSL in the Puerto Rico soccer league market.
67. Admit that FPF has not sanctioned any soccer league tournament in Puerto Rico other than LPR since 2019.

DATED this 27<sup>th</sup> day of February, 2025.

Respectfully submitted,

By: /s/Ibrahim Reyes  
Ibrahim Reyes Gándara  
Florida Bar No. 581798  
REYES LAWYERS, P.A.  
236 Valencia Avenue  
Coral Gables, FL 33134  
Tel. 305-445-0011  
Fax. 305-445-1181  
Email: ireyes@reyeslawyers.com  
(Admitted *Pro hac vice*)

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

*Counsel for the Plaintiffs*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically served this document to all attorneys of record in this case.

/s/ Ibrahim Reyes  
Ibrahim Reyes, Esquire

/s/ Jose R. Olmo-Rodríguez  
José R. Olmo-Rodríguez, Esquire

# **EXHIBIT G**

**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), AND  
CONFEDERATION OF NORTH, CENTRAL  
AMERICA AND CARIBBEAN ASSOCIATION  
FOOTBALL (CONCACAF),

*Defendants.*

CIVIL ACTION NO. 23-1203(RAM)

**PLAINTIFFS’ FIRST REQUESTS FOR ADMISSION TO DEFENDANT  
FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION (“FIFA”)**

Plaintiffs, by and through undersigned counsel, and pursuant to Rules 26(b)(1) and 36 of the Federal Rules of Civil Procedure and U.S.D.C. for the District of Puerto Rico Local Rules, hereby request that Defendant FIFA admit or deny the truth of the following statements within thirty (30) days of service of these requests. If Defendant objects to any request, it must state the grounds for the objection with specificity.

**INSTRUCTIONS**

1. If a matter is not admitted, the answer must specifically deny it or state in detail why the answering party cannot truthfully admit or deny it.

2. A denial must fairly respond to the substance of the matter; and when good faith requires that a party qualify an answer or deny only a part of a matter, the answer must specify the part admitted and qualify or deny the rest.
3. The answering party may assert lack of knowledge or information as a reason for failing to admit or deny only if the party states that it has made reasonable inquiry and that the information it knows or can readily obtain is insufficient to enable it to admit or deny.
4. The grounds for objecting to a request must be stated. A party must not object solely on the ground that the request presents a genuine issue for trial.

### DEFINITIONS

1. **“Plaintiffs”** refers collectively to Puerto Rico Soccer League NFP Corp., Joseph Marc Serralta Ives, María Larracuenta, José R. Olmo-Rodriguez, and Futbol Boricua (FBNET), Inc.
2. **“SafeStadium”** refers to the stadium construction project described in Plaintiffs’ Third Amended Complaint.
3. **“LigaPro”** refers to the professional league operated by Puerto Rico Soccer League (PRSL).
4. **“LPR”** and **“Liga Puerto Rico”** refer to Liga Puerto Rico, the league operated by FPF.
5. **“TAAD”** refers to the Tribunal de Arbitraje Deportivo under COPUR.
6. The terms “and” and “or” shall have both conjunctive and disjunctive meanings.
7. **“FPF”**, **“Federación”**, “you,” and “your” shall mean Federación Puertorriqueña de Futbol, Inc., and any person(s) acting or purporting to act in any manner on its behalf, from January 1, 2019 to present.
8. **“FIFA”** shall mean Fédération Internationale de Football Association, and any

person(s) acting or purporting to act in any manner on its behalf, from January 1, 2019 to present.

9. **“CONCACAF”** shall mean Confederation of North, Central America and Caribbean Association Football, and any person(s) acting or purporting to act in any manner on its behalf, from January 1, 2019 to present.

10. **“Single entity”** shall mean that two entities share a complete unity of economic interest, there is common ownership or a governance structure that aligns the units’ operations, strategy, risk taking, and profit motives to such a degree that they effectively function as one firm, and the units are not independent centers of decision making.

11. **“Comité Olímpico de Puerto Rico” or “COPUR”** refers to Puerto Rico’s National Olympic Committee, recognized by the International Olympic Committee, including any predecessors, successors, subsidiaries, affiliates, agents, or representatives.

12. **“Puerto Rico National Soccer Team” or “National Team”** refers to the men’s or women’s senior-level teams fielded and/or sanctioned by the FPF.

### **REQUESTS FOR ADMISSION**

1. Admit that FIFA maintains a policy requiring all soccer league tournaments in its member territories, including Puerto Rico, to be sanctioned (“authorized”) by the respective National Association, such as FPF.
2. Admit that FIFA’s tournament-participation policy prohibits FIFA-affiliated clubs and players from participating in tournaments not sanctioned (“authorized”) by their National Association.
3. Admit that FIFA authorized FPF as the sole National Association responsible for sanctioning (“authorizing”) soccer league tournaments in Puerto Rico as of 2019.
4. Admit that FIFA communicated with FPF on or about September 27, 2019, through Mattias Grafström, confirming that FPF could take action against members participating in tournaments not sanctioned by FPF.
5. Admit that FIFA intended for its tournament-participation policy to grant FPF exclusive control over the sanctioning (“authorizing”) of soccer league tournaments in Puerto Rico.

6. Admit that FIFA collaborated with FPF and CONCACAF to enforce its tournament-participation policy in Puerto Rico during 2019.
7. Admit that FIFA was aware of PRSL's existence as an affiliated league under FPF prior to September 2019.
8. Admit that FIFA's tournament-participation policy, as enforced by FPF in 2019, prevented PRSL from operating its LigaPro for the 2019-2020 season.
9. Admit that FIFA has not recognized or sanctioned any Superior League soccer league tournament in Puerto Rico other than those operated by FPF since 2019.
10. Admit that FIFA's enforcement of its tournament-participation policy in Puerto Rico was intended, at least in part, to limit competition in the soccer league market to leagues sanctioned by FPF.

DATED this 27<sup>th</sup> day of February, 2025.

Respectfully submitted,

By: /s/Ibrahim Reyes  
Ibrahim Reyes Gándara  
Florida Bar No. 581798  
REYES LAWYERS, P.A.  
236 Valencia Avenue  
Coral Gables, FL 33134  
Tel. 305-445-0011  
Fax. 305-445-1181  
Email: ireyes@reyeslawyers.com  
(Admitted *Pro hac vice*)

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

*Counsel for the Plaintiffs*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically served this document to all attorneys of record in this case.

/s/ Ibrahim Reyes  
Ibrahim Reyes, Esquire

/s/ Jose R. Olmo-Rodríguez  
José R. Olmo-Rodríguez, Esquire

# **EXHIBIT H**

**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), AND  
CONFEDERATION OF NORTH, CENTRAL  
AMERICA AND CARIBBEAN ASSOCIATION  
FOOTBALL (CONCACAF),

*Defendants.*

CIVIL ACTION NO. 23-1203(RAM)

**PLAINTIFFS’ FIRST REQUESTS FOR ADMISSION TO DEFENDANT  
CONFEDERATION OF NORTH, CENTRAL AMERICA AND CARIBBEAN  
ASSOCIATION FOOTBALL (“CONCACAF”)**

Plaintiffs, by and through undersigned counsel, and pursuant to Rules 26(b)(1) and 36 of the Federal Rules of Civil Procedure and U.S.D.C. for the District of Puerto Rico Local Rules, hereby request that Defendant CONCACAF admit or deny the truth of the following statements within thirty (30) days of service of these requests. If Defendant objects to any request, it must state the grounds for the objection with specificity.



### INSTRUCTIONS

1. If a matter is not admitted, the answer must specifically deny it or state in detail why the answering party cannot truthfully admit or deny it.
2. A denial must fairly respond to the substance of the matter; and when good faith requires that a party qualify an answer or deny only a part of a matter, the answer must specify the part admitted and qualify or deny the rest.
3. The answering party may assert lack of knowledge or information as a reason for failing to admit or deny only if the party states that it has made reasonable inquiry and that the information it knows or can readily obtain is insufficient to enable it to admit or deny.
4. The grounds for objecting to a request must be stated. A party must not object solely on the ground that the request presents a genuine issue for trial.

### DEFINITIONS

1. **“Plaintiffs”** refers collectively to Puerto Rico Soccer League NFP Corp., Joseph Marc Serralta Ives, María Larracuenta, José R. Olmo-Rodriguez, and Futbol Boricua (FBNET), Inc.
2. **“SafeStadium”** refers to the stadium construction project described in Plaintiffs’ Third Amended Complaint.
3. **“LigaPro”** refers to the professional league operated by Puerto Rico Soccer League (PRSL).
4. **“LPR”** and **“Liga Puerto Rico”** refer to Liga Puerto Rico, the league operated by FPF.
5. **“TAAD”** refers to the Tribunal de Arbitraje Deportivo under COPUR.
6. The terms “and” and “or” shall have both conjunctive and disjunctive meanings.

7. “**FPF**”, “**Federación**”, “you,” and “your” shall mean Federación Puertorriqueña de Fútbol, Inc., and any person(s) acting or purporting to act in any manner on its behalf, from January 1, 2019 to present.

8. “**FIFA**” shall mean Fédération Internationale de Football Association, and any person(s) acting or purporting to act in any manner on its behalf, from January 1, 2019 to present.

9. “**CONCACAF**” shall mean Confederation of North, Central America and Caribbean Association Football, and any person(s) acting or purporting to act in any manner on its behalf, from January 1, 2019 to present.

### **REQUESTS FOR ADMISSION**

1. Admit that CONCACAF complies with FIFA’s policy requiring all soccer league tournaments in its region, including Puerto Rico, to be sanctioned (“authorized”) by the respective National Association, such as FPF.
2. Admit that CONCACAF assists FIFA in enforcing its tournament-participation policy within Puerto Rico as part of its role as a regional Confederation.
3. Admit that CONCACAF was copied on FIFA’s September 27, 2019 communication from Mattias Grafström to FPF regarding PRSL’s LigaPro.
4. Admit that CONCACAF collaborated with FIFA and FPF to enforce FIFA’s tournament-participation policy in Puerto Rico during 2019.
5. Admit that CONCACAF intended for its enforcement of FIFA’s tournament-participation policy to grant FPF exclusive control over the sanctioning (“authorizing”) of soccer league tournaments in Puerto Rico.
6. Admit that CONCACAF was aware of PRSL’s existence as an affiliated league under FPF prior to September 2019.
7. Admit that CONCACAF’s actions in 2019, in conjunction with FIFA and FPF, prevented PRSL from operating its LigaPro for the 2019-2020 season.
8. Admit that CONCACAF has not recognized or sanctioned (“authorized”) any soccer league tournament in Puerto Rico other than those operated by FPF since 2019.

9. Admit that CONCACAF participated in discussions with FPF regarding the sanctioning (“authorizing”) of soccer leagues in Puerto Rico between 2018 and 2019.
10. Admit that CONCACAF’s enforcement of FIFA’s tournament-participation policy in Puerto Rico was intended, at least in part, to limit competition in the soccer league market to leagues sanctioned by FPF.

DATED this 27<sup>th</sup> day of February, 2025.

Respectfully submitted,

By: /s/ Ibrahim Reyes

Ibrahim Reyes Gándara  
Florida Bar No. 581798  
REYES LAWYERS, P.A.  
236 Valencia Avenue  
Coral Gables, FL 33134  
Tel. 305-445-0011  
Fax. 305-445-1181  
Email: ireyes@reyeslawyers.com  
(Admitted Pro hac vice)

/s/ José R. Olmo-Rodríguez

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

*Counsel for the Plaintiffs*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically served this document to all attorneys of record in this case.

/s/ Ibrahim Reyes

Ibrahim Reyes, Esquire

/s/ Jose R. Olmo-Rodríguez

José R. Olmo-Rodríguez, Esquire

# **EXHIBIT I**

Allegation from Plaintiffs’ TAC	Plaintiffs’ Propounded Discovery Request
<b>Requests Involving Individual Plaintiffs Only Relevant To RICO &amp; Tort Claims</b>	
<p><u>TAC ¶¶ 117, 121–126</u> – relate to alleged fraudulent misrepresentations about Maria Larracuenta that caused lost job opportunities and a failed candidacy for president of FPF.</p> <p><u>TAC ¶ 185(d)</u> – the RICO claim related to Plaintiff Larracuenta’s allegations</p> <p><b>All of these allegations were dismissed in the Court’s Opinion and Order on the FPF Defendants’ Motion to Dismiss.</b> ECF No. 129 at 26–27, 31.</p>	<p><u>CONCACAF RFP No. 30 &amp; 34; FIFA RFP No. 31 &amp; 35; FPF RFP No. 31 &amp; 35</u> –</p> <p>Documents and communications between and among the Defendants that reference Maria Larracuenta.</p> <p><u>FPF RFP No. 8</u> –</p> <p>Records of meetings, whether in person or virtual, where Maria Larracuenta was discussed, including agendas, minutes, and participant lists.</p> <p><u>FPF RFP No. 14</u> –</p> <p>Documents and communications related to FIFA’s enforcement or application of FIFA’s regulations in Puerto Rico related to Maria Larracuenta, Jose Olmo-Rodriguez, FBNET, and others.</p>
<p><u>TAC ¶¶ 91–92; 140–142</u> – relate to Defendants’ refusal to recognize Pumas’ affiliation, and alleged fraudulent misrepresentations regarding Pumas’ affiliation status and Olmo’s ethical violations.</p> <p><b>All of these allegations were dismissed in the Court’s Opinion and Order on the FPF Defendants’ Motion to Dismiss.</b> ECF No. 129 at 27–29, 31.</p>	<p><u>CONCACAF RFP No. 31 &amp; 35; FIFA RFP No. 32 &amp; 36; FPF RFP No. 32 &amp; 36</u> –</p> <p>Documents and communications between and among Defendants that reference Jose R. Olmo-Rodriguez.</p> <p><u>FPF RFP No. 9</u> –</p> <p>Records of meetings, whether in person or virtual, where Jose R. Olmo-Rodriguez was discussed, including agendas, minutes, and participant lists.</p>

	<p><u>FPF RFP No. 14</u> –</p> <p>Documents and communications related to FIFA’s enforcement or application of FIFA’s regulations in Puerto Rico related to Maria Larracuente, Jose Olmo-Rodriguez, FBNET, and others.</p>
<p><u>TAC ¶¶ 149–153</u> – relate to the claims brought by Futbol Boricua (FBNET), Inc. that Defendants (1) left FBNET without a league to cover, (2) caused FBNET to lose at least one sponsorship agreement, and (3) excluded FBNET from using LAI facilities thereby cutting off their ability to disseminate competitions.</p> <p>Plaintiffs alleged that these actions constituted tortious interference with business contract and caused FBNET to suffer economic harm.</p> <p><b>All of these allegations were dismissed in the Court’s Opinion and Order on the FPF Defendants’ Motion to Dismiss.</b> ECF No. 129 at 23–25, 32–34.</p>	<p><u>CONCACAF RFP No. 32 &amp; 36; FIFA RFP No. 33 &amp; 37; FPF RFP No. 33 &amp; 37</u> –</p> <p>Documents and communications between and among Defendants that reference Futbol Boricua and/or Edwin Jusino.</p> <p><u>FPF RFP No. 10</u> –</p> <p>Records of meetings, whether in person or virtual, where FUTBOL BORICUA (FBNET), Inc. or Edwin Jusino were discussed, including agendas, minutes, and participant lists.</p> <p><u>FPF RFP No. 14</u> –</p> <p>Documents and communications related to FIFA’s enforcement or application of FIFA’s regulations in Puerto Rico related to Maria Larracuente, Jose Olmo-Rodriguez, FBNET, and others.</p> <p><u>FPF RFP No. 70</u> –</p> <p>Documents and communications between FPF and someone Departamento de Recreación y Deportes de Puerto Rico (“DRD”) regarding PRSL, Maria Larracuente, Jose R. Olmo-Rodriguez and/or Futbol Boricua or Edwin Jusino and PRSL’s 2019-2020 season.</p>

	<p><u>FPF RFP No. 84</u> –</p> <p>Communications by the FPF to UPR Mayagüez (Universidad de Puerto Rico, Recinto de Mayagüez) regarding Futbol Boricua or Edwin Jusino.</p> <p><u>FPF RFP No. 85</u> –</p> <p>Communications between FPF and Ivan Rivera-Gutierrez, Jose “Cukito” Martinez, or any of member of the Consejo regarding sanctions related to Futbol Boricua or Edwin Jusino for them to act as a streaming partner.</p> <p><u>FPF RFP No. 86</u> –</p> <p>Communications between FPF where FPF advised its affiliates that sanctions against them may arise should they go on the record with Futbol Boricua regarding any topic related to the FPF.</p>
<p><b>Requests Related to FPF Elections</b></p>	
<p><u>TAC ¶ 199</u> – related to alleged violations of Federal Civil RICO—Taking Control of an Enterprise, 18 U.S.C. § 1962(b).</p> <p>“Through a pattern of racketeering activity alleged herein, including without limitation the Defendants’ violations of 18 U.S.C. §§ 1341 and 1343, Defendants took control of the Federation during the March 2023 elections, including but not limited to excluding Plaintiff PRSL and its 10 teams with direct vote for the Board positions, excluding Plaintiff Cornejo from Board meetings and from the industry. Therefore, the elections must be vacated and a new</p>	<p><u>FPF RFP No. 47</u> –</p> <p>FPF, FIFA, and/or CONCACAF statutes showing that Plaintiff Maria Larracuenta did not meet during her candidacy for President of FPF.</p> <p><u>FPF RFP No. 48</u> –</p> <p>Documents and communications showing that Maria Larracuenta did not meet the requirements to fill a candidacy for president and was thus ineligible for the position.</p>

<p>election must be held to recognize the Federation. Additionally, the Defendants must be excluded from any participation in the FPF affairs.”</p> <p><b>All of Plaintiffs’ RICO claims were dismissed with prejudice in the Court’s Opinion and Order on the FPF Defendants’ Motion to Dismiss.</b> ECF No. 129 at 18–29.</p>	<p><u>FPF RFP No. 49</u> –</p> <p>Documents and communications showing how FPF selected its independent Elections Commission members.</p> <p><u>FPF RFP No. 50</u> –</p> <p>Documents and communications between FPF and its independent Elections Commission members regarding Plaintiff Maria Larracuenta.</p>
<p><b>Requests Related to Travel Agency</b></p>	
<p><u>TAC ¶ 60</u> – relate to Defendants’ alleged violations of breaching their fiduciary duty.</p> <p><b>All of Plaintiffs’ fiduciary claims were dismissed with prejudice in the Court’s Opinion and Order on the FPF Defendants’ Motion to Dismiss.</b> ECF No. 129 at 36–37.</p>	<p><u>FPF RFP No. 52; CONCACAF RFP No. 40; and FIFA RFP No. 41</u> –</p> <p>Documents and communications between Defendants and <i>Sports and Vacation Travel Agency of Puerto Rico</i>.</p>
<p><b>Requests Related to Immigration Law Claims</b></p>	
<p><u>TAC ¶¶ 3, 64–65</u> – relate to Plaintiffs’ alleged immigration labor law claims against Defendants, under 18 U.S.C. § 1351, and federal laws regarding misuse of visas.</p> <p><b>None of the immigration labor law claims are not relevant to Plaintiffs’ Sherman Act claim, which is the only remaining claims per the Court’s Opinion and Order on the FPF Defendants’ Motion to Dismiss.</b> ECF No. 129 at 39.</p>	<p><u>FPF RFP No. 24</u> –</p> <p>Luis Mozo Cañete’s passports, green card and visa(s) from January 1, 2019 to present.</p> <p><u>FPF RFP No. 53</u> –</p> <p>Documents and communications showing who did and/or does FPF employ outside of Puerto Rico, including judges of the Disciplinary and Ethics Commission.</p>



	<p><u>FPF RFP No. 54</u> –</p> <p>Documents and communications showing FPF is authorized under U.S. laws and regulations to employ persons outside of Puerto Rico, including judges of the Disciplinary and Ethics Commission, to work on behalf of or for the benefit of FPF.</p> <p><u>FPF RFP No. 55</u> –</p> <p>Documents and communications showing who was or is not a U.S. citizen, within FPF, between September 1, 2019 and present.</p>
<p><b>Requests Related to Alleged Press Denials and Censorship</b></p>	
<p><u>TAC ¶¶ 148–154</u> – related to Plaintiffs’ claims that Defendants conduct caused economic harm to FBNET by excluding them from facilities and preventing them from covering the League.</p> <p><b>These allegations were briefed and ruled upon by the Court in its Order denying Plaintiff FBNET’s request for a preliminary injunction (ECF No. 128).</b></p>	<p><u>FPF RFP No. 72–79</u> –</p> <p>Documents and communications related to censoring and suppressing news links and comments from the FPF public website posts, and the removal of PRSL from the FPF website list of affiliated entities.</p>
<p><b>Requests Related to Referee Training</b></p>	
<p><u>TAC ¶ 79</u> – relate to Juan M. Cornejo, the amateur leagues, and alleged issues related to referees.</p> <p><u>TAC ¶ 137</u> – relate to Defendants’ exclusion of Plaintiff Olmo from the Federation, who was an “unofficial leader of the referees” and voicing their concerns.</p>	<p><u>FPF RFP No. 93</u> –</p> <p>Documents that would show the identity of the FPF certified referees available in Puerto Rico in October 2019, including their training materials and credentials.</p>

<p><b>All of the claims regarding Olmo and tortious conduct related to referees are not relevant to Plaintiffs’ Sherman Act claim, which is the only remaining claims per the Court’s Opinion and Order on the FPF Defendants’ Motion to Dismiss. ECF No. 129 at 39.</b></p>	
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# **EXHIBIT J**

IN THE 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, JUAN  
M. CORNEJO, MARÍA LARRACUENTE,  
JOSÉ R. OLMO-RODRÍGUEZ, and FÚTBOL  
BORICUA (FBNET), Inc.,

Plaintiffs,

v.

FEDERACIÓN PUERTORRIQUENA DE  
FUTBOL, INC., IVÁN RIVERA-  
GUTIÉRREZ, JOSÉ “CUKITO” MARTÍNEZ,  
GABRIEL ORTIZ, LUIS MOZO CANETE,  
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:

SHERMAN ANTITRUST ACT

Hon. Raul M. Arias-Marxuach

**[PROPOSED] ORDER ON DISCOVERY OF DISMISSED CLAIMS**

Whereas, the Court dismissed Plaintiffs’ claims arising under the Racketeer Influenced Corrupt Organizations (“RICO”) Act, as well as claims arising under laws of the Commonwealth of Puerto Rico with prejudice on September 30, 2024. *See* Opinion and Order as to FPF Defendants’ Motion to Dismiss (ECF No. 129).

Whereas, the Court’s September 30, 2024 Opinion and Order held that Plaintiffs’ only remaining claim against Defendants was the claim arising under Section 1 of the Sherman Act.

Whereas, the Parties cannot agree on the appropriate scope of discovery and request a protective order from the Court.

The Court HEREBY ORDERS:

1. Unless otherwise ordered, discovery in this litigation shall be limited to those facts and allegations which related solely to Plaintiffs' claim arising under Section 1 of the Sherman Act.
2. Unless otherwise ordered, discovery in this litigation shall not include information related to the dismissed RICO claims and/or the dismissed Commonwealth law claims and/or the dismissed immigration law claims.
3. Unless otherwise ordered, Plaintiffs shall be limited to 15 trial witnesses, absent a showing of good cause.
4. Plaintiffs shall identify and serve Defendants with their revised list of trial witnesses within twenty-one (21) days of entry of this Order.

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RAUL M. ARIAS-MARXUACH  
UNITED STATES DISTRICT JUDGE