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Attorneys for Defendant

19 **UNITED STATES DISTRICT COURT**

20 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

21 ALEX MORGAN, et al.,
22 Plaintiffs/Claimants,

23 vs.

24 UNITED STATES SOCCER
25 FEDERATION, INC.,
26 Defendant/Respondent.

Case No. 2:19-cv-01717-RGK-AGR

Assigned to: Judge R. Gary Klausner

JOINT RULE 26(f) REPORT

Complaint filed: March 8, 2019

Scheduling Conference: Aug. 19, 2019

Time: 9:00 a.m.

Place: Courtroom 850

1 Plaintiffs and the United States Soccer Federation, Inc. (“U.S. Soccer,” with
2 Plaintiffs, the “Parties”) hereby submit the following Joint Rule 26(f) Report. The
3 Parties held their Rule 26(f) conference on July 26, 2019.

4 **I. Summary of the Case**

5 **A. Plaintiffs’ Statement**

6 U.S. Soccer is the single, common employer of female and male professional
7 soccer players who play on the United States Senior Women’s National Soccer Team
8 (“USWNT”) and the United States Senior Men’s National Soccer Team (“USMNT”).
9 Despite the fact that these female and male players are called upon to perform the same
10 job responsibilities on their teams and participate in international competitions for their
11 common employer, the female players have been consistently paid less money than their
12 male counterparts and have been otherwise denied equal treatment. This is true even
13 though their performance has been superior to that of the male players—with the female
14 players, in contrast to male players, becoming world champions four times over.

15 This collective and class action is brought by current female employees of U.S.
16 Soccer who play on the USWNT for violations of the Equal Pay Act, 29 U.S.C. § 206(d)
17 et seq. (EPA), and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §
18 2000e et seq., on behalf of themselves and all other similarly situated current and former
19 USWNT players who U.S. Soccer has subjected to its continuing policies and practices
20 of gender discrimination. U.S. Soccer discriminates against Plaintiffs, and the class that
21 they seek to represent, by paying them less than members of the USMNT for
22 substantially equal work and by denying them at least equal playing, training, and travel
23 conditions; equal promotion of their games; equal support and development for their
24 games; and other terms and conditions of employment equal to the USMNT.

25 **B. U.S. Soccer’s Statement**

26 Plaintiffs’ claims for violations of the EPA and Title VII are without any basis in
27 law or fact. Plaintiffs’ claims fail because the USWNT and USMNT do not play soccer
28 in the “same establishment” under the EPA or Title VII and play soccer at different

1 times, in different locations, against different opponents, and are comprised of athletes
2 who have different obligations, are compensated in fundamentally different ways, and
3 enjoy different benefits. The USWNT and USMNT organized into separate players'
4 associations and negotiated separate collective bargaining agreements governing their
5 compensation and terms and conditions of employment. Under those agreements, the
6 USMNT players are paid in the form of high-risk, high-reward match appearance fees,
7 while the USWNT negotiated low-risk guaranteed salaries and benefits. Even if the
8 USWNT and USMNT players were comparable under the EPA and Title VII as a matter
9 of law (which they are not), any pay differential is attributable to factors other than sex,
10 including their different bargaining priorities and preferences and different revenue
11 generation. Additionally, many USWNT players earn more than USMNT players and
12 have no claim for relief under the EPA or Title VII. Regarding Plaintiffs' other claims
13 arising under Title VII, USWNT players are not subject to different terms and
14 conditions of employment, and any differential treatment is not sex discrimination
15 actionable under Title VII.

16 **II. Dispositive Motion Practice**

17 **A. Plaintiffs' Statement**

18 Plaintiffs reserve the right to file a motion for summary judgment or other
19 dispositive motion following the close of discovery.

20 **B. U.S. Soccer's Statement**

21 Defendant reserves the right to file a motion for summary judgment or other
22 dispositive motion following the close of discovery.

1 **III. Discovery Plan and Case Schedule**

2 **A. Case Schedule**

3 Plaintiffs propose the following discovery and case schedule (subject to
4 amendment in the future if needed):

5

Discovery Plan & Case Schedule	
Item	Deadline
Exchange initial disclosures	August 19, 2019
Fact discovery cut-off	February 28, 2020
Expert reports due	March 30, 2020
Expert oppositions due	April 29, 2020
Expert replies due	May 29, 2020
Expert discovery cut-off	June 12, 2020
Dispositive motion filing cut-off date	July , 2020
Final pre-trial conference	October 21, 2020
Trial	November 11, 2020

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12 U.S. Soccer proposes the following discovery and case schedule (subject to
13 amendment in the future if needed):

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Discovery Plan & Case Schedule	
Item	Deadline
Exchange initial disclosures	August 19, 2019
Fact discovery cut-off	March 27, 2020
Expert reports due	April 30, 2020
Expert oppositions due	May 29, 2020
Expert replies due	June 30, 2020
Expert discovery cut-off	July 17, 2020
Dispositive motion filing cut-off date	August 11, 2020
Final pre-trial conference	November 20, 2020
Trial	December 8, 2020

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21 **B. Preservation of Discoverable Information**

22 The Parties have discussed the preservation of discoverable information and do
23 not anticipate any issues or difficulties regarding the preservation and/or production of
24 discoverable information, including electronically stored information (“ESI”). The
25 Parties anticipate entering into an ESI Protocol. To the extent any such issues arise
26 relating to preservation, discovery, or ESI, the Parties will meet and confer to resolve
27
28

1 those issues.

2 **C. Protective Order and Privilege Issues**

3 The Parties have agreed in principle to enter into a stipulated protective order to
4 protect any confidential, proprietary, or other potentially sensitive information that may
5 be appropriate to produce in discovery. It is Plaintiffs' position that a single-tier
6 protective order, without an "Attorneys' Eyes Only" provision, is appropriate in this
7 case. It is U.S. Soccer's position that a double-tier protective order, with an "Attorneys'
8 Eyes Only" provision is appropriate in this case.

9 The Parties do not anticipate any unusual privilege or protection issues, but if any
10 issues arise, the Parties have agreed to meet and confer to resolve those issues.

11 **D. Subjects for Discovery**

12 Plaintiffs expect to propound discovery, including requests for production,
13 deposition notices, interrogatories, and requests for admission, on at least the following
14 subjects: U.S. Soccer's discriminatory practices; U.S. Soccer's marketing,
15 sponsorships, financials, compensation to members of the USWNT in comparison to
16 compensation to members of the USMNT; the economic value of the USWNT
17 broadcasting rights in comparison to the economic value of the USMNT broadcasting
18 rights; U.S. Soccer's employment practices; U.S. Soccer's agreements with sponsors,
19 media partners, and licensors; U.S. Soccer's collective bargaining negotiations relating
20 to the USWNT and USMNT; and responsibilities of USWNT and USMNT players.

21 Defendant expects to propound discovery, including requests for production,
22 deposition notices, interrogatories, and requests for admission, on at least the following
23 subjects: communications related to the parties' negotiation of the USWNT collective
24 bargaining agreements; Plaintiffs' communications related to their claims and this
25 lawsuit; Plaintiffs' performance of work for Defendant and the terms and conditions of
26 that work; compensation earned by Plaintiffs; and discovery related to Defendant's
27 affirmative defenses.

28

1 **E. Initial Disclosures**

2 The Parties have agreed to exchange initial disclosures on August 19, 2019.

3 **F. Phases of Discovery**

4 The Parties do not expect that it will be necessary to conduct discovery in phases.

5 **G. Limitations on Discovery**

6 The Parties do not believe that there is any need to deviate from the limitations
7 on discovery imposed by the Federal Rules of Civil Procedure and the Local Rules of
8 this Court.

9 **H. Other Orders**

10 The Parties have agreed to serve discovery requests and responses by email. For
11 Plaintiffs, discovery requests and responses should be served by email on the following
12 email addresses: jkessler@winston.com; cspangler@winston.com;
13 dfeher@winston.com; dhleiden@winston.com; jparsigian@winston.com;
14 tsukerman@winston.com; DocketLA@winston.com. For Defendant, discovery
15 requests and responses should be served by email on the following email addresses:
16 emclaughlin@seyfarth.com; cluce@seyfarth.com; kmpeters@seyfarth.com.
17 Discovery requests and responses must be served no later than 5:00 p.m. Pacific in order
18 to be considered served on that day. The Parties shall not serve discovery requests on
19 weekends or holidays.

20 **IV. ADR Selection**

21 The Parties preferred ADR procedure under Local Rule 16-15.4 is to participate
22 in a private dispute resolution proceeding. The Parties have agreed to and scheduled a
23 private mediation of this matter, which will occur before the August 19, 2019
24 scheduling conference in this matter.

25 **V. Trial**

26 A preliminary estimate of the time required for trial is two to four weeks.
27 Plaintiffs have demanded a jury trial.
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1 **VI. Additional Parties**

2 Plaintiffs are seeking to certify a class and collective action.

3 **VII. Complex Litigation**

4 The Parties agree that this matter should not be governed by the procedures of
5 the federal Manual for Complex Litigation.

6 Dated: August 9, 2019

WINSTON & STRAWN LLP

7 By: /s/ Diana Hughes Leiden¹

8 Jeffrey L. Kessler
9 David G. Feher
10 Cardelle B. Spangler
11 Diana Hughes Leiden
12 Jeanifer E. Parsigian

Attorneys for Plaintiffs

13 Dated: August 9, 2019

SEYFARTH SHAW LLP

14 By: /s/ Ellen E. McLaughlin

15 Ellen E. McLaughlin
16 Cheryl A. Luce
17 Kristen M. Peters

Attorneys for Defendant

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27 _____
28 ¹ I, Diana Hughes Leiden, attest that all other signatories listed, and on whose behalf
this filing is submitted, concur in the filing's content and have authorized the filing.