

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

CASE TYPE: CONTRACT

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Maple-Brook Soccer Association,

COURT FILE NO. \_\_\_\_\_

Plaintiff,

v.

**COMPLAINT**

Eclipse Select MN LLC, d/b/a MN Eclipse  
LLC, and Maplebrook SC LLC,

Defendants.

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Plaintiff Maple-Brook Soccer Association (“MapleBrook”), for its Complaint against Defendants Eclipse Select MN LLC d/b/a MN Eclipse LLC (“Eclipse”) and Maplebrook SC LLC, states and alleges the following:

**NATURE OF ACTION**

1. MapleBrook brings this action for damages, attorneys’ fees, injunctive relief, and specific performance based on Eclipse’s breach of the parties’ Cooperation and Services Agreement and deceptive practices regarding the parties’ youth soccer programming services.

**THE PARTIES**

2. MapleBrook is a Minnesota nonprofit corporation with a registered office address of 13570 Grove Drive, #109, Maple Grove, MN 55311.

3. Eclipse is a Minnesota limited liability company with a registered office address of 1639 Nevada Avenue South, St. Louis Park, MN 55426.

4. Maplebrook SC LLC is a Minnesota limited liability company with a registered office address of 432 Vadnais Lake Drive, Vadnais Heights, MN 55127.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction according to Minn. Stat. § 484.01.

6. This Court has personal jurisdiction because Defendants are Minnesota limited liability companies with principal places of business in Minnesota and because this Complaint arises out of Eclipse's wrongful acts that were committed in Minnesota.

7. Venue is proper in this Court according to Minn. Stat. § 542.09 because the causes of action alleged in this Complaint arose in Hennepin County and because Eclipse has a registered office address in Hennepin County.

### **FACTUAL ALLEGATIONS**

8. MapleBrook and Eclipse entered into a Cooperation and Services Agreement (the "Agreement") effective as of August 1, 2019, a true and correct copy of which is attached as Exhibit A to this Complaint.

9. Mark Bigelbach ("Bigelbach"), the owner of Eclipse, signed the Agreement on June 16, 2019.

10. The Agreement is a valid and binding contract between MapleBrook and Eclipse.

11. According to Section 3 of the Agreement, the purpose of the Agreement is to enhance the provision of noncompetitive and competitive youth, amateur soccer programming services provided to the members of MapleBrook.

12. Under Section 2 of the Agreement, the business of the cooperative arrangement shall be conducted under the name "MN Eclipse Maplebrook."

13. Under Section 4(B)(1) of the Agreement, Eclipse must conduct its business in furtherance of the Agreement "in consultation with MapleBrook."

14. Under Section 4(B)(3)(p.3) of the Agreement,<sup>1</sup> Eclipse agreed to “provide offers of employment to Maplebrook’s current Director of Coaching, Jean-Yves Viardin, and Soccer Programming Manager, Sara Brandon, on or before the Effective Date of this agreement.”

15. Under Section 4(E) of the Agreement, nothing in the Agreement “shall be deemed to be a sale, transfer or assignment of the monetary or tangible assets of either party.”

16. Section 8 of the Agreement provides in part that, “Except as explicitly provided herein, this Agreement does not provide any express or implied right or license for either Party to this Agreement to utilize or practice any of the other Party’s intellectual property . . . .”

17. Under Section 10(A) of the Agreement, upon termination of the Agreement, “[a]ll information relating to the players, including but not limited to name, age, level of play, contact information, (‘Player Information’) shall remain the exclusive property of the Party with which the player was affiliated prior to the Effective Date.”

18. Under Section 12 of the Agreement, Eclipse is prohibited from making “any statements or disclosures injurious to or which may reasonably be taken to be injurious or prejudicial or in any way detrimental to, including without limitation, to the competitive disadvantage of” MapleBrook.

19. Prior to entering into the Agreement, MapleBrook Soccer Association exclusively used the names MapleBrook Soccer Association and MapleBrook Soccer Club in connection with providing youth soccer programming services in Minnesota.

20. On November 26, 2019, Eclipse’s owner, Bigelbach, created a new for-profit entity named Maplebrook SC LLC.

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<sup>1</sup> The Agreement contains two sections with an apparently inadvertent repetition of the section number 4(B)(3); therefore, MapleBrook refers to these two sections by the page number (p.) on which the sections appear.

21. Bigelbach created Maplebrook SC LLC without consulting with or even informing MapleBrook's board.

22. MapleBrook's board did not learn of the creation of Maplebrook SC LLC until August 2020.

23. Eclipse and Bigelbach never obtained permission from MapleBrook to use the name "Maplebrook SC."

24. "SC" is well-known in the soccer community as an abbreviation of "Soccer Club."

25. The name "Maplebrook SC" is confusingly similar to MapleBrook's known name, "MapleBrook Soccer Club."

26. Without MapleBrook's authorization, Eclipse and Bigelbach have provided their youth soccer programming services, at least in part, through Maplebrook SC LLC and using the name "Maplebrook SC."

27. Without MapleBrook's authorization, Eclipse also has used the name "MapleBrook Soccer Club," separately from the MapleBrook logo, in connection with providing youth soccer programming services.

28. Bigelbach and Eclipse have failed to consult with MapleBrook's board regarding actions taken under the Agreement.

29. Eclipse has failed to conduct its youth soccer programming activities under the Agreement in cooperation and consultation with MapleBrook as required by the Agreement.

30. Eclipse has failed to conduct all youth soccer programming activities for MapleBrook under the name "MN Eclipse Maplebrook" as required by the Agreement.

31. On information and belief, Eclipse and Bigelbach have conducted business under the Agreement with the intention of diverting players and coaches, who have historically played

with and coached for MapleBrook, to for-profit entities owned and/or controlled by Bigelbach and Eclipse.

32. Eclipse and Bigelbach have falsely told soccer players, parents, and coaches, as well as the Minnesota Youth Soccer Association, that MapleBrook is no longer in business, dissolved, or merged into Eclipse, to deceptively recruit players and coaches to entities other than MapleBrook, including Eclipse and Maplebrook SC LLC, including, but not limited to a communication on August 18, 2020. A true and correct copy of the communication is attached as Exhibit B. Among other things, Eclipse and Bigelbach falsely reported to members of MapleBrook that “[I]ast July, Maplebrook Soccer Club merged with Eclipse Select MN to become one club known as MN Eclipse – Maplebrook – Eclipse Soccer Club.”

33. Eclipse and Bigelbach executed contracts with coaches under Eclipse, not “MN Eclipse Maplebrook” in violation of the Agreement. Attached as Exhibit C is a true and correct copy of a contract for coaching services within the scope of the Agreement.

34. Eclipse and Bigelbach have used MapleBrook’s name “MapleBrook Soccer Club” separately from the MapleBrook logo, and the confusingly similar name “MapleBrook SC,” without authorization from MapleBrook, rather than the name “MN Eclipse Maplebrook” authorized by the Agreement, to deceptively recruit players and coaches to entities other than MapleBrook, including Eclipse and Maplebrook SC LLC.

35. The false statements by Eclipse and Bigelbach alleged above have been injurious, prejudicial, and detrimental to MapleBrook’s reputation and caused a competitive disadvantage to MapleBrook, by deceptively causing soccer players and coaches to be recruited to Eclipse and Maplebrook SC LLC, rather than MapleBrook.

36. On information and belief, effective as of August 17, Eclipse terminated the employment of MapleBrook's Director of Coaching, Jean-Yves Viardin. Shortly thereafter, also on information and belief, Sara Brandon resigned or was terminated by Eclipse. Both individuals had long-standing relationships with MapleBrook—Ms. Brandon for 20 years and Mr. Viardin for approximately 10 years—and their continued service for the benefit of MapleBrook's members was a significant inducement for MapleBrook to enter into the Agreement.

37. In terminating Mr. Viardin, Eclipse wrongly claimed that he misappropriated property belonging to Eclipse. The assets claimed to be misappropriated (including websites, social media and email accounts, and soccer equipment) were not the property of Eclipse, but rather have always remained the property of MapleBrook according to Sections 4(E) and 8 of the Agreement, which provide that MapleBrook retained ownership of all its tangible and intangible assets and intellectual property. A true and correct copy of the August 14, 2020 letter from Eclipse's counsel is attached as Exhibit D.

38. On August 17, 2020, counsel for MapleBrook sent a response letter to Eclipse's counsel. A true and correct copy of the August 17, 2020 letter from MapleBrook's counsel is attached as Exhibit E.

39. On August 20, 2020, MapleBrook sent a letter providing notice of termination of the Agreement (the "Notice of Termination") by email to Eclipse pursuant to Sections 9 and 15 of the Agreement. A true and correct copy of the Notice of Termination is attached as Exhibit F.

40. Counsel for Eclipse sent an email to counsel for MapleBrook on August 21, 2020, confirming that Eclipse had received the Notice of Termination. Therefore, the Agreement terminates on November 19, 2020 according to Section 9 of the Agreement, unless an earlier termination is ordered by the Court.

41. The declaratory and injunctive relief requested herein is necessary for MapleBrook to operate a youth soccer program for the benefit of players once termination of the Agreement becomes effective. If Eclipse's contract breaches and statutory violations continue without remedy, Maplebrook will be unable to provide youth soccer programming services to its members.

**COUNT I**  
**BREACH OF CONTRACT**

42. MapleBrook incorporates by reference the preceding paragraphs of this Complaint.

43. The Agreement is a valid and binding contract that was formed between MapleBrook and Eclipse with an effective date of August 1, 2019.

44. Eclipse materially breached Section 4(B)(1) of the Agreement by failing to consult with MapleBrook regarding any of Eclipse's soccer-related business activities.

45. Eclipse materially breached Sections 2 and 4(B)(1) of the Agreement by failing to conduct its youth soccer programming activities under the name "MN Eclipse Maplebrook."

46. Eclipse materially breached Sections 2, 4(B)(1), and 8 of the Agreement by using the name "MapleBrook Soccer Club" separately from the MapleBrook logo, by creating the entity Maplebrook SC LLC, and by using the confusingly similar name "Maplebrook SC" for youth soccer programming services, all without MapleBrook's consultation and permission.

47. Eclipse materially breached Sections 4(B)(1) and 4(B)(3)(p.3) of the Agreement by terminating the employment of Jean-Yves Viardin without consulting MapleBrook.

48. Eclipse materially breached Section 12 of the Agreement by falsely telling soccer players, parents, and coaches, that MapleBrook is no longer in business, dissolved, or merged into Eclipse, to deceptively recruit players and coaches to entities other than MapleBrook, which is reasonably taken to be injurious and prejudicial to the reputation of MapleBrook, and which has caused a competitive disadvantage to MapleBrook.

49. MapleBrook performed all its obligations in the Agreement precedent to Eclipse's performance of its obligations in the Agreement, including, but not limited to, Eclipse's obligations to comply with Sections 2, 4, 8, and 12 of the Agreement.

50. Eclipse's breaches of the Agreement have caused damage to MapleBrook in an amount less than \$5,000 to be proven at trial.

51. As stipulated by the parties in Section 11 of the Agreement, Eclipse's breaches of at least Sections 8 and 12 of the Agreement have caused irreparable injury to MapleBrook, and MapleBrook is entitled to specific enforcement of at least Sections 8 and 12 with reimbursement of MapleBrook's costs and attorneys' fees incurred to enforce the Agreement.

**COUNT II**  
**DECEPTIVE TRADE PRACTICES (MINN. STAT. § 325D.45)**

52. MapleBrook incorporates by reference the preceding paragraphs of this Complaint.

53. Eclipse deceived Minnesota youth soccer players, parents, and coaches, by falsely stating that MapleBrook is defunct, dissolved, or merged into Eclipse, to deceptively recruit players and coaches to entities other than MapleBrook, including Eclipse and Maplebrook SC LLC.

54. Eclipse further deceived Minnesota youth soccer players, parents, and coaches, by using MapleBrook's name "MapleBrook Soccer Club" apart from the MapleBrook logo, and the confusingly similar name "MapleBrook SC," without authorization, rather than the name "MN Eclipse Maplebrook" authorized by the Agreement, to deceptively recruit players and coaches to entities other than MapleBrook, including Eclipse and Maplebrook SC LLC.

55. Eclipse's conduct constitutes deceptive trade practices in violation of Minn. Stat. § 325D.45, subd. 1, and it is likely to cause misunderstandings about the origin and affiliation of the parties' youth soccer programming services.



56. Eclipse willfully engaged in the conduct alleged above knowing it to be deceptive.

57. This cause of action has a public benefit because Minnesota consumers benefit from the prevention of the alleged conduct that misleads youth soccer players, their parents, and coaches about the origins and affiliations of youth soccer programming services.

58. Eclipse's deceptive trade practices have caused, and will continue to likely cause, MapleBrook to suffer immediate and irreparable damage unless enjoined, which warrants injunctive relief under Minn. Stat. § 325D.45, subd. 1.

59. MapleBrook is entitled to an award of its costs and attorney's fees based on the willful nature of Eclipse's deceptive trade practices, with such award being cumulative to relief otherwise available for the same conduct, according to Minn. Stat. § 325D.45, subs. 2-3.

**WHEREFORE**, MapleBrook seeks judgment in its favor and an Order against Eclipse that grants the following relief:

1. Grant judgment for MapleBrook and against Eclipse and Maplebrook SC LLC on the Complaint;
2. Grant judgment for MapleBrook and against Eclipse for its reasonable damages (including pre- and post-judgment interest) in an amount less than \$5,000 to be proven at trial;
3. Order Eclipse to perform all its obligations in full accordance with the Agreement until it is terminated, and thereafter, to continue performing its surviving obligations under Sections 7, 8, and 12 of the Agreement;
4. Order that the Agreement is immediately terminated, or that the Agreement is terminated as of November 19, 2020 according to MapleBrook's Notice of Termination under Section 9 of the Agreement, whichever is earlier;

5. Order Eclipse to cooperate with MapleBrook and take all actions reasonably necessary to complete a prompt transfer of all MapleBrook-affiliated soccer players (*i.e.*, those players affiliated with MapleBrook prior to August 1, 2019) from Eclipse to MapleBrook, including transfer of all their Player Information as defined in the Agreement, within 30 days of termination of the Agreement according to Section 10(A) of the Agreement;

6. Order Eclipse to return to MapleBrook's players and their parents all fees, collections, deposits, and any other revenue from players and parents for services that related to services to be performed by Eclipse after the termination date of the Agreement;

7. Order Eclipse to cease holding itself out as MapleBrook SC and MapleBrook Soccer Club, to cease using those names to refer to Eclipse, and to never use those names in the future except in reference to MapleBrook;

8. Order that the Minnesota business name registration for "Maplebrook SC LLC" be amended so that "Maplebrook" is no longer used in that name;

9. Order that, upon termination of the Agreement, Eclipse shall immediately cease using the name "MN Eclipse Maplebrook" and any other name containing "Maplebrook" except in reference to MapleBrook;

10. Order that, upon termination of the Agreement, Eclipse shall immediately cease using the MapleBrook logo (shown below) and any other confusingly similar logo;



11. Order Eclipse to immediately cease using the word marks “Blast Academy” and “play because you love to,” which word marks have been developed by and used exclusively for MapleBrook.

12. Order Eclipse to immediately and perpetually cease its violations of Section 12 of the Agreement, and cease all statements about MapleBrook (including its officers, board, and employees) that are disparaging, injurious, or prejudicial in any way to MapleBrook, including without limitation, statements causing any competitive disadvantage to MapleBrook;

13. Order Eclipse to immediately cease any communications with players, players’ parents, and coaches affiliated with MapleBrook unless the communications are specifically authorized by MapleBrook;

14. Order that MapleBrook is allowed to immediately meet with players, coaches and parents so that they transition players and coaches back to MapleBrook and immediately play and coach with Maplebrook;

15. Order that Eclipse consent to transition of any players and coaches to MapleBrook, including those on Girls Academy teams, in addressing any Minnesota Youth Soccer Association restrictions that would prevent players from changing teams;

16. Order that any contracts previously assigned by MapleBrook to Eclipse shall be assigned back to MapleBrook;

17. Award MapleBrook its costs in this action, including its attorneys’ fees pursuant to Sections 11 and 25 of the Agreement, and pursuant to Minn. Stat. § 325D.45, subd. 2;

18. Order any relief necessary to facilitate MapleBrook’s ability to independently provide youth soccer program services once termination of the Agreement is effective; and

19. Grant such additional relief to MapleBrook as this Court deems just and proper.

Dated: August 27, 2020

**GREENBERG TRAURIG, LLP**

By: /s/ Michael M. Krauss  
Michael M. Krauss (#0342002)  
Tucker A. Chambers (#0396416)  
90 South 7th Street, Suite 3500  
Minneapolis, MN 55402  
(612) 259-9700

*Attorneys for Plaintiff*  
*Maple-Brook Soccer Association*

**MINN. STAT. § 549.211 ACKNOWLEDGMENT**

Plaintiff, through the undersigned attorneys, acknowledges that sanctions may be imposed under Minnesota Statute Section 549.211.

Dated: August 27, 2020

**GREENBERG TRAURIG, LLP**

By: /s/ Michael M. Krauss  
Michael M. Krauss (#0342002)  
Tucker A. Chambers (#0396416)  
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Minneapolis, MN 55402  
(612) 259-9700

*Attorneys for Plaintiff*  
*Maple-Brook Soccer Association*

ACTIVE 52125680v8

# EXHIBIT A

## COOPERATION AND SERVICES AGREEMENT

THIS COOPERATION AND SERVICES AGREEMENT (the “Agreement”) is entered into effective as of 1<sup>st</sup> day of August 2019 (the “Effective Date”), by and between Maple-Brook Soccer Association, a Minnesota nonprofit corporation (“MapleBrook”) and Eclipse Select MN, LLC, dba MN Eclipse LLC, a Minnesota limited liability company (“Eclipse”). MapleBrook and Eclipse may be referred to individually, as a “Party” and collectively, as the “Parties.”

### RECITALS

- A. MapleBrook and Eclipse are both organizations that provide amateur, youth soccer programming to families and individuals residing in and around the Minneapolis-Saint Paul metropolitan area.
- B. MapleBrook and Eclipse have identified synergies between them and seek to enter into this Agreement for the mutual benefit of the families and individuals they serve.
- C. MapleBrook and Eclipse desire to enter into an agreement regarding the provision of soccer programming to the communities historically served by MapleBrook for the purposes of providing additional opportunities to players currently playing for MapleBrook and Eclipse, harnessing administrative efficiencies resulting from the pooling of each entity’s resources and enhancing the overall experience of players and families affiliated with either MapleBrook or Eclipse.

In consideration of the forgoing and other good and valuable consideration, the Parties agree as follows:

1. Formation of Cooperative Arrangement. This cooperative arrangement shall be deemed formed on the date on the date stated above. The rights and liabilities of the Parties shall be as provided in this Agreement. Each Party hereby represents and warrants to the other that the execution, delivery and performance of this Agreement and the formation of the cooperative arrangement contemplated hereby have been duly and validly authorized by all necessary corporate action and hereby offers and agrees, upon request, to provide the other with copies of the duly authorized and executed resolutions of their respective boards of directors authorizing the execution and delivery of this Agreement and the performance of the acts contemplated hereby.

2. Name. The business of the cooperative arrangement shall be conducted under the name “MN Eclipse Maplebrook.”

3. Purpose. The purpose of this Agreement shall be to enhance the provision of non-competitive (*e.g.*, U5-U8) and competitive (*e.g.*, U9-U19) youth, amateur soccer programming for both genders provided to the members of MapleBrook.

4. Roles and Obligations of Parties.

(A) MapleBrook shall:

- (1) share all information relating to its existing players, including but not limited to name, age, level of play, contact information, and Blue Sombrero data (“Player Information”).
- (2) share all information relating to its existing independent contractors, including but not limited to name and contact information (“Independent Contractor Information”).
- (3) provide access to and use of the Maplebrook logo for the exclusive use by Eclipse in the performance and provision of soccer-related activities as further described herein.
- (4) provide reasonable commercial support and endorse Eclipse’s assumption of all agreements relating to soccer fields, turf and other sports facilities within Maple Grove, Minnesota to which MapleBrook is a party (the “Practice Facility Agreements”).
- (5) assign all its rights under Practice Facility Agreements to Eclipse.
- (6) retain the right to operate, at its discretion, the Maplebrook Soccer Tournament (the “Tournament”) for fundraising purposes. The Tournament will take place on a mutually agreeable weekend between the months of June and July each summer. If Maplebrook chooses not to operate the Tournament, Eclipse will have the right to operate the Tournament.
- (7) Maplebrook will assign its right of first refusal to sponsor the MN Twinstars NPSL and Maplebrook Fury WPSL teams.

(B) Eclipse will operate youth soccer programming for both genders focused on serving Maple Grove, Brooklyn Park and Brooklyn Center and the surrounding communities, including fielding National Elite, Regional and Competitive Teams (PR, C1, C2 and C3), U5-U8 developmental soccer and pursuit of expanded recreational soccer programming (the “Services”). In connection with the provision of the Services, Eclipse shall:

- (1) in consultation with MapleBrook, have the power and authority to do any and all things necessary or desirable in the conduct of its business in furtherance of the purposes stated herein.
- (2) Eclipse will pursue obtaining ECNL status for both the girl’s and boy’s programs.
- (3) Regional and Competitive Teams will continue to focus on drawing players from Maple Grove and the surrounding communities. National Elite Teams, including ECNL teams if acquired, may include top players from both Maple Grove and its surrounding communities and Farmington and its surrounding communities.

- (3) provide offers of employment to Maplebrook's current Director of Coaching, Jean Yves Viardin, and Soccer Programming Manager, Sara Brandon, on or before the Effective Date of this agreement.
  - (4) in the event that Maplebrook decides to operate a Tournament in any year, provide reasonable assistance to Maplebrook in its operation and promotion of the Tournament including, but not limited to:
    - (a) Assisting Maplebrook in securing access to fields and facilities within Maple Grove, Minnesota, which may include Eclipse subleasing fields or facilities to Maplebrook at a cost no greater than the contractual cost at which Eclipse leases the fields and facilities.
    - (b) Allowing Maplebrook to advertise the Tournament on Eclipse's website or other social media over which Eclipse possesses control.
  - (5) take all commercially reasonable actions to assume all of Maplebrook's obligations related to or arising from the Practice Facility Agreements as of the Effective Date. (6) Eclipse will continue to operate youth soccer programming at current or enhanced service levels for Maple Grove and the surrounding communities pursuant to the ongoing viability of operations.
- (C) Any profits and losses, deductions and tax credits generated by the provision of the Services shall accrue to and be recognized by Eclipse.
- (D) In addition to all other obligations contained herein, Eclipse agrees:
- (1) To furnish all tools, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services; and
  - (2) To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest service standards; and
  - (3) To comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Eclipse as employer.
  - (4) To require its independent contractors, subcontractors and agents (if any) to comply, at their own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to independent contractors, subcontractors and agents



as employers, including maintenance of standard Workers' Compensation as required by law in the State of Minnesota.

- (E) Nothing herein contained shall be deemed to be a sale, transfer or assignment of the monetary or tangible assets of either party.

5. Other Activities of Parties. The Parties and their affiliates may, during the term of this Agreement, engage in and possess an interest for their own account in other business ventures of every nature and description, independently, or with other, including but not limited to the ownership and operation of businesses providing soccer-related services and activities related thereto. All parties hereto recognize and acknowledge that the parties and their affiliates currently have other business interests, including business interests relating to the ownership and operation of entities providing soccer-related services and activities which may be, depending upon their location, in competition with MN Eclipse Maplebrook, and agree that nothing contained herein shall be deemed to prevent them from continuing to engage in such other businesses. Similarly, nothing contained herein shall be construed to entitle a Party to any interest in such other business ventures or in any income or profits derived therefrom. The Parties shall not be required to devote their entire time and attention to the business of the joint venture, but shall devote such time and attention to the business of the joint venture as they deem necessary to ensure that the provision of the Services is conducted in a sound and prudent manner and in accordance with the custom and practice applicable to the conduct of businesses of a like nature.

6. Inspection of Records. Upon the demand of any Party, the books and records relating to the Services shall be made available for inspection to the requesting Party at reasonable times and on reasonable notice.

7. Trade Secret and Confidential Information. The Parties acknowledge that they may obtain trade secret, confidential or proprietary information of other Party or such other Party's members and methods of operation. "Trade Secret Information" means any information possessed by either Party, or developed by Party prior to or during the term of this Agreement, which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Confidential Information" means and includes all information relating to the Parties' intellectual property, business operations, members, and all other information that a Party knows or has reason to know that the other Party intends or expects to be kept confidential. The Parties will maintain all Trade Secret Information and Confidential Information in strict confidence and will not at any time or for any reason disclose, either directly or indirectly, any Trade Secret Information or Confidential Information to any third party without the prior written consent of the other Party. The Parties will not use any Trade Secret Information or Confidential Information for any purpose other than the performance of the services contemplated herein.

8. Intellectual Property Rights. Except as explicitly provided herein, this Agreement does not provide any express or implied right or license for either Party to this Agreement to utilize or to practice any of the other Party's intellectual property, including but not limited to, Confidential Information, or rights therein, or any improvements, developments, inventions,

patents, trade secrets, trademarks, service marks, copyrights, or know-how (“Intellectual Property”), whether existing at the Effective Date or developed from or as an incident to performance of the rights and duties under this Agreement.

9. Term and Termination. The cooperative arrangement formed as of the Effective Date shall continue until terminated pursuant to the provisions of this Agreement or by operation of law. The cooperative arrangement may continue thereafter, upon mutual consent and agreement between the Parties. The cooperative arrangement may be terminated by any Party by giving ninety (**90**) days prior written notice to the other the other Party.

All obligations under this Agreement which are by their nature continuing, including Paragraphs 7 (Trade Secrets and Confidential Information), 8 (Intellectual Property Rights), and 12 (No Disparagement) shall survive termination or expiration of this Agreement.

10. Rights of Parties Upon Termination of Cooperative Arrangement. In the event this cooperative arrangement is terminated:

- (A) *Player Information.* All information relating to the players, including but not limited to name, age, level of play, contact information, (“Player Information”) shall remain the exclusive property of the Party with which the player was affiliated prior to the Effective Date. Within thirty (30) days of termination, the Party shall transfer to the other Party any and all Player Information, and all copies of such information, whether stored on paper or electronically, which the Party may have acquired or developed.

Players that were not affiliated with either Party prior to the Effective Date, the Player Information for such individuals shall be shared with both Parties.

The Parties agree to cooperate with one another in the allocation and return of Player Information.

11. Specific Performance; Injunctive Relief. The Parties recognize, acknowledge and agree that, the restrictions in Paragraphs 7, 8 and 12 are reasonably necessary to protect a legitimate business interest of each Party and that, if the Party breaches any of the provisions of Paragraphs 7, 8, and 12, the other Party will suffer irreparable injury, and money damages will not provide an adequate remedy. Accordingly, each Party agrees that, in any such event, the other Party shall be entitled to have the above-identified provisions of this Agreement specifically enforced by any court having equity jurisdiction, without being required to post a bond or other security and without having to prove the inadequacy of the available remedies at law. In addition, the other Party shall be entitled to be reimbursed for all costs and expenses (including legal fees) incurred to enforce the provisions of this Paragraph 11.

12. No Disparagement. During the term of this Agreement and thereafter, no Party will disparage or make any statements or disclosures injurious to or which may reasonably be taken to be injurious or prejudicial or in any way detrimental to, including without limitation, to the competitive disadvantage of, the other Party.

13. Relationship of the Parties. This Agreement does not make either Party the agent, employee, or representative of the other for any purpose whatsoever. Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between MapleBrook and Eclipse. Neither party is granted any express or implied right or authority by the other Party to assume or create any obligation or responsibility on behalf of or in the name of the other Party, or to bind the other Party in any manner whatsoever.

14. Additional Documents. Each party agrees to execute with acknowledgement or affidavit, if required, any and all documents and writings that may be necessary or expedient to advance the purposes set forth in this Agreement.

15. Notices. For a notice or other communication under this Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by registered or certified mail, return receipt requested and postage prepaid, or (3) by email. A valid notice or other communication under this Agreement will be effective when received by the Party to which it is addressed. It will be deemed to have been received as follows:

if it is delivered by hand, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt;

if it is delivered by email, when the Party to which the email is addressed, by notice in accordance with this Paragraph 15 (but without any need for further acknowledgement), acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this Paragraph; and

if the Party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

For a notice or other communication to a Party under this Agreement to be valid, it must be addressed using the information specified below for that Party or any other information specified by that Party in a notice in accordance with this Paragraph.

To MapleBrook: MapleBrook Soccer Association  
8880 Black Oaks Lane N.  
Maple Grove, MN 55311

Attn: President

To Eclipse: Eclipse Select Soccer, LLC  
432 Vadnais Lake Drive  
Vadnais Heights, MN 55127

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Attn: Mark Bigelbach

16. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior or contemporaneous agreements and understandings, oral or written, between the parties hereto as of this date with respect to the subject matter hereof.

17. Amendment. No amendment or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all the Parties.

18. Successors and Assigns. This Agreement, the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Governing Law. This Agreement shall be deemed to be a contract made under and shall be construed, interpreted, governed by and enforced according to the laws of the State of Minnesota.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

21. Headings. The headings to the paragraphs of this Agreement are intended solely for the convenience of the parties and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

22. Severability. The provisions of this Agreement shall be deemed severable and if any portion hereof shall be held invalid, illegal, or unenforceable for any reason, the remainder shall not thereby be invalidated but shall remain in full force and effect.

23. Waiver. No waiver of any provision of this Agreement by any Party shall be valid unless in writing and signed by the Party against whom the waiver is charged. Waiver of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision.

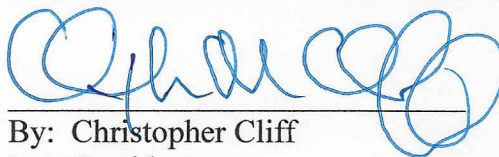
24. Interpretation. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa.

25. Attorneys' Fees. In any action between the Parties to enforce any of the terms of this Agreement or of any other contract relating to the joint venture, or an action in any way pertaining to this Agreement or activities arising therefrom, the prevailing party shall be entitled to recover expenses, including reasonable attorney's fees.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*


IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

MAPLE-BROOK SOCCER ASSOCIATION



By: Christopher Cliff  
Its: President

ECLIPSE SELECT MN, LLC

 6/16/2019

By: Mark Bigelbach  
Its: Owner

# EXHIBIT B



## MN Eclipse - Maplebrook- Eclipse Select MN



August 18, 2020

Dear Club Membership,

We are writing to advise you that effective August 12, 2020, **employee** Jean-Yves Viardin was released from the MN Eclipse - Maplebrook - Eclipse Soccer Club for just cause.

Shortly after Jean-Yves was released from the club, several other employees and/or contractors for MN Eclipse - Maplebrook - Eclipse Soccer Club, resigned from their positions. They have since taken over control of the Maplebrook URL [maplebrooksoccer.com](http://maplebrooksoccer.com) website, Maplebrook social media on Instagram, Facebook, and Twitter, email accounts and data base information. They have posted a Board of Directors statement and most recently a video featuring Phil Santillan, who claims that he is the current Maplebrook Board of Director President. Please understand that this activity is intended to create confusion about the club. These individuals are stating things that are not factual.

Last July, Maplebrook Soccer Club merged with Eclipse Select MN to become one club known as MN Eclipse - Maplebrook - Eclipse Soccer Club. That was a result of a motion that was passed by The Maplebrook Soccer Association Board of Directors.

You may be wondering what this means for you? If you are receiving this email, you are connected to a MN Eclipse - Maplebrook team and/or a coach, are receiving club information via Team Snap, your team is registered with MYSA including a player pass, and you should have or will have your schedule shortly so you can begin training.

Lastly, we are working to resolve any confusion, we apologize for the inconvenience that it has caused. We value all of our players and their families, and we are looking forward to the 2020-2021 soccer season.

If you have any questions regarding this information, please reach out to either Andy Kaasa @ [akaasa@mneclipse.com](mailto:akaasa@mneclipse.com), Youssef Darbaki @ [ydarbaki@mneclipse.com](mailto:ydarbaki@mneclipse.com) or Mark Bigelbach @ [mark@sfdmgt.com](mailto:mark@sfdmgt.com).

Play Because You Love To!

Regards,

Mark Bigelbach

Club President

You are receiving this message because you are a member of the **MN Eclipse - Maplebrook- Eclipse Select MN** club

# EXHIBIT C



### **Eclipse Select MN Youth Soccer Coach Independent Contractor Agreement**

This Agreement is entered into between Eclipse Select MN, LLC , a Minnesota Limited Liability Company (“Club”) and the undersigned independent contractor, \_\_\_\_\_ (“Contractor”). By signing this agreement, Contractor is engaged to provide services as a youth soccer coach for Club (the “Team Coaching Services”). Club and Contractor further agree as follows:

1. The Parties agree that Contractor is an independent contractor and is not an employee of Club.
2. Club will pay Contractor a sum certain amount for Team Coaching Services upon terms specified below. Contractor will not be paid a salary or hourly wage.
3. Contractor shall be responsible for all of Contractor’s business and professional expenses of performing the Team Coaching Services, including phone, email and text, postage, office equipment, office supplies and tax services. Club will not be responsible for Contractor’s membership fees in any coaching association.
4. Contractor is not entitled to and Club will not provide any health insurance, retirement benefit, vacation or sick leave, or other employee benefit.
5. Club may offer training concerning skills or knowledge needed to perform the Team Coaching Services, but Contractor is not obligated to participate in those activities. Contractor may participate in optional training offered by Club to increase skills/knowledge.
6. Contractor is free to deliver Coaching Services according to the means, manner, and method chosen by the Contractor, subject to the requirements of any law or of any governmental agency and to the terms and conditions set forth in this Agreement.
7. Contractor acknowledges that Contractor is subject to the following requirements and regulations imposed upon the Club and any Contractor similarly situated to the undersigned: US Club Soccer, MYSA and other international, national, state and local soccer governing bodies’ laws, regulations and bylaws. Contractor also agrees that Contractor is subject to game and tournament schedules and regulations, including those set by the Minnesota Youth Soccer Association, and the U.S. Club Soccer Association; any criminal history and background check requirements of governmental and organizational associations; the Club safety and security rules; and the Club code of conduct such as those concerning injury avoidance, personal contact with players, social media, bullying and harassment, and concussion training and reporting.
8. For the safety of youth players, Contractor agrees to attend coach meetings for briefing on requirements, duties and obligations imposed on Contractor by local, state and federal laws.
9. Contractor is not required to work exclusively for Club, and may provide services to other youth athletic organizations, soccer leagues or organizations; and Contractor may provide private training. However, such services shall not conflict with the Team Coaching Services for Club.
10. Club does not control or determine the time for performance of the Team Coaching Services, including times for team practices and team meetings and social events. However, Club will facilitate and coordinate field, game and other information and arrangements for the benefit of Contractor.
11. Contractor does not report to work or have an office at Club’s offices.
12. All payments hereunder are to be made to Contractor’s trade, business, or individual name as specified by Contractor.
13. The parties agree their operations are separate and distinct, and not combined in any way.
14. Each party has the right to terminate this Agreement at any time during its Term (defined below) for failure to provide the Team Coaching Services or any breach of any term or condition of this Agreement.
15. This Agreement can only be amended by a written document signed by an authorized representative of Club and Contractor.
16. This Agreement replaces and supersedes all previous oral and written agreements and understandings on the subjects herein. This Agreement applies to each team, game, tournament, clinic, training and other soccer coaching assignment made to Contractor by Club.

**DISCLOSURE (READ CAREFULLY):**

**--CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF CLUB.**

**--CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION INSURANCE OR BENEFITS IN CONNECTION WITH THE TEAM COACHING SERVICES PERFORMED UNDER THIS AGREEMENT.**

**--CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX DUE ON ANY MONEYS PAID UNDER THIS AGREEMENT AND CLUB WILL NOT WITHHOLD ANY AMOUNTS FROM PAYMENTS TO CONTRACTOR FOR PURPOSES OF SATISFYING CONTRACTOR'S INCOME TAX LIABILITY.**

**--CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS FOR SERVICES PROVIDED UNDER THIS AGREEMENT, UNLESS SUCH UNEMPLOYMENT INSURANCE COVERAGE IS PROVIDED BY CONTRACTOR OR AN ENTITY OTHER THAN CLUB. CLUB HAS NO OBLIGATION TO PAY UNEMPLOYMENT TAX OR BENEFITS ON BEHALF OF CONTRACTOR.**

A.SERVICES. Coach will provide the following services (indicate team, age, level, as applicable):

Head Coach ██████████

B. COACHING COMPENSATION: Contractor shall be paid ██████████ per year for Team Coaching Services. Coaching Compensation is customarily paid at end of season, camp or clinic, unless otherwise agreed or specified. Payment shall be made as follows; the 1<sup>st</sup> day of each month after compensation has been earned in the prior month.

C. TERM. The Term of the Agreement is for the soccer season August 1, 2020 through July 31, 2021. The Term shall include the duration of the season [including Fall and Spring. This Agreement expires at the end of the current Term, unless the parties agree to an additional season, camp or clinic, which constitutes renewal of this Agreement, including all terms and conditions for an additional Term.

By signing below, Contractor and Club agree that each has read, understands and agrees with all provisions of the Agreement including the **Disclosure**, with Paragraphs 1-16 above, and with the provisions on Coaching Compensation.

Eclipse Select MN, LLC

\_\_\_\_\_  
Contractor Signature/Print Name Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

Contractor Name (used on payment check): \_\_\_\_\_

Contractor Address: \_\_\_\_\_

# EXHIBIT D



250 Marquette Avenue South  
Suite 800  
Minneapolis, MN 55401  
P: 612-305-7500  
F: 612-305-7501

Zachary J. Crain  
Direct Dial: 612-305-7725  
Email: zcrain@nilanjohnson.com

**URGENT**

August 14, 2020

Via E-Mail Only  
Jean Yves Viardin  
jviardin@gmail.com

Phil Santillan  
psantillan@maplebrooksoccer.com

**Re: Eclipse Select MN, LLC  
Theft of Property**

Dear Mr. Viardin and Mr. Santillan:

Eclipse Select MN, LLC (the “Club”) has engaged our firm to restore its rightful possession and control of the Club’s assets, email accounts, website, and social media channels. You have each been involved in developing those assets, as an employee and as a contractor, respectively, and your obligations to the Club require that you immediately comply with the instructions below. Failure to do so will result in irreparable harm and substantial monetary damages, for which you will be held personally liable.

Since assuming control of operation of the MapleBrook soccer club operations, the Club has invested significant sums developing a successful soccer club program. To support these efforts, the Club employed one of you (Mr. Viardin) as an employee, and the other (Mr. Santillan) as an independent contractor. In those roles, you had administrative access to the Club’s website, email addresses, and social media accounts. Mr. Viardin, as an employee, also had physical access to Club equipment and other assets.

Over the course of the last two days, you have taken unauthorized actions to interfere with the Club’s operations, and have unlawfully seized assets belonging to the Club. This property belongs to the Club, and you had no right to take the actions you have taken. Despite clear objections from the Club, you have refused to return access to these social media channels and the Club’s equipment. These actions are intolerable, and violate your fiduciary and contractual obligations to the Club.

Further, we suspect you may be actively attempting to undermine the Club’s existing and prospective contractual rights with the Club’s players, sponsors, vendors, and leagues. Not only

Jean Yves Viardin & Phil Santillan  
August 14, 2020  
Page 2

are these intentional and improper actions tortious, they violate covenants contained within Mr. Viardin's employment contract, including the one-year agreement not to compete.

You are directed to immediately take the following steps:

1. Contact Andy Kaasa to arrange for transfer of the administrative rights to the [www.maplebrooksoccer.com](http://www.maplebrooksoccer.com) website; the Maplebrook Squarespace site; and the gmail/Google account for [www.maplebrooksoccer.com](http://www.maplebrooksoccer.com) to the Club.
2. Return the Club's soccer equipment, including soccer balls, Pugg nets, corner flags, pinnies, and other soccer equipment, to the Club, by contacting Mark Bigelbach to arrange for the equipment to be properly returned.
3. Cease all attempts to undermine the Club's existing relationships with players and their families, sponsors, vendors, and leagues.

Mr. Viardin's employment was terminated because he chose to misappropriate the Club's Adidas rebates and other Club assets for his own benefit, and the benefit of his non-Club teams. Given the actions you have taken over the past two days, the Club suspects it will discover additional nefarious activity.

The Club will take appropriate legal action to protect its rights, and the value of the soccer club it has built. It is in everyone's best interest that you both follow the instructions stated above to prevent further damage to the Club.

Sincerely,

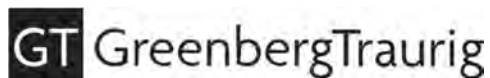
Nilan Johnson Lewis PA



Zachary J. Crain

cc: Mark Bigelbach

# EXHIBIT E



Michael B. Fisco  
Tel 612.259.9710  
fiscom@gtlaw.com

August 17, 2020

**VIA EMAIL**

Zachary J. Crain  
Nilan Johnson Lewis PA  
250 Marquette Avenue South, Suite 800  
Minneapolis, MN 55401  
Email: [zcrain@nilanjohnson.com](mailto:zcrain@nilanjohnson.com)

Re: **Eclipse Select MN, LLC**  
**Maple-Brook Soccer Association**

Dear Mr. Crain:

Our firm represents Maple-Brook Soccer Association (“Maple-Brook Soccer”). I am writing in response to your letter dated August 14, 2020 to Mr. Viardin and Mr. Santillan on behalf of your client, Eclipse Select MN, LLC (“Eclipse”). On or about July 16, 2019, your client signed a Cooperation and Services Agreement with our client (the “Agreement”). A copy of the Agreement is attached for your convenience. The purpose of the Agreement was to enhance opportunities and programming for members of Maple-Brook Soccer. Under the terms of the Agreement, your client agreed, among other things: (1) to provide services in consultation with Maple-Brook Soccer; (2) offer employment to Jean Yves Viardin and Sara Brandon; and (3) assist Maple-Brook Soccer in operation of tournaments.

It is clear under the terms of the Agreement that our client retained all of its tangible and intangible assets. Section 4(E) provides “[n]othing herein contained shall be deemed to be a sale, transfer, or assignment of the monetary or tangible assets of either party.” Section 8 further provides that “this Agreement does not provide any express or implied right or license for either Party to this Agreement to utilize or to practice any of the other Party’s intellectual property . . . .”

Shortly after entering into the Agreement, on November 26, 2019, Mark Bigelbach formed a new for-profit entity – Maplebrook SC, LLC. Through this entity, Mr. Bigelbach is attempting to take assets of our client and recruit players and coaches away from Maple-Brook Soccer. To confuse and mislead players, parents and coaches, Mr. Bigelbach refers to his entity as “Maplebrook Soccer Club.” Our client has been doing business as Maple-Brook Soccer Club since 1987.

**Greenberg Traurig, LLP | Attorneys at Law**

90 South Seventh Street | Suite 3500 | Minneapolis, Minnesota 55402 | T +1 612.259.9700 | F +1 612.677.3101

Albany. Amsterdam. Atlanta. Austin. Berlin. Boca Raton. Boston. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Las Vegas. London. Los Angeles. Mexico City. Miami. Milan. Minneapolis. Nashville. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Sacramento. San Francisco. Seoul. Shanghai. Silicon Valley. Tallahassee. Tampa. Tel Aviv. Tokyo. Warsaw. Washington, D.C. West Palm Beach. Westchester County.

Operates as: \*Greenberg Traurig Germany, LLP; \*A separate UK registered legal entity; \*Greenberg Traurig, S.C.; \*Greenberg Traurig Santa Maria; \*Greenberg Traurig LLP Foreign Legal Consultant Office; \*A branch of Greenberg Traurig, P.A., Florida, USA; \*GT Tokyo Horitsu Jimusho; \*Greenberg Traurig Grzesiak sp.k.

Zachary J. Crain  
August 17, 2020  
Page 2

Contrary to the allegations in your letter dated August 14, your client does not own the assets, email accounts, player information, or IP of our client. In fact, your client is in breach of the Agreement for failing to consult with Maple-Brook Soccer and is attempting to divert assets of Maple-Brook Soccer, a Minnesota non-profit, to his own for-profit entities.

By this letter Maple-Brook Soccer demands that Eclipse, Mr. Bigelbach, and any person or entity owned, controlled or working in cooperation with Eclipse or Mr. Bigelbach immediately: (1) cease communicating with players and coaches of Maple-Brook Soccer; (2) cease acting through or on behalf of Maple-Brook Soccer, except in compliance with the terms of the Agreement until such Agreement is terminated; (3) cease using the name Maplebrook Soccer Club, or any derivation of such name in communications with third parties, except in reference to our client and pursuant to the terms of the Agreement; and (4) turn over all fees, deposits, collections, and other revenues (collectively, "Revenues") from players of Maple-Brook Soccer, including but not limited to all Revenues from the recent tryouts or deposits for future services of Maple-Brook Soccer.

Pursuant to Section 9 of the Agreement, Maple-Brook Soccer hereby sends notice of termination of the Agreement. The Agreement shall terminate 90 days from the date of this letter (such date, the "Termination Date"). Pending the Termination Date, Eclipse, Mr. Bigelbach, and any person or entity owned, controlled or working in cooperation with Eclipse or Mr. Bigelbach shall comply with all terms and conditions of the Agreement.

The actions of your client and Mr. Bigelbach have caused irreparable harm and damage to our client. If your client does not agree to immediately comply with the Agreement and stop all efforts to divert players, coaches and assets of Maple-Brook Soccer, we will have no choice but to bring an action for specific performance of the Agreement and seek injunctive relief against your client, Mr. Bigelbach, and any other person or entity acting on their behalf. Our client will further seek to recover all fees and expenses, including reasonable attorney's fees, in bringing such action pursuant to Section 25 of the Agreement. All rights, remedies, claims and actions against Eclipse, Mr. Bigelbach, and any person or entity owned, controlled or working in cooperation with Eclipse or Mr. Bigelbach, are expressly reserved.

Please direct all communications on this matter to our office.

Best regards,



Michael B. Fisco

cc: Phillip Santillan ([psantillan@maplebrooksoccer.com](mailto:psantillan@maplebrooksoccer.com))  
Jean Yves Viardin ([jviardin@gmail.com](mailto:jviardin@gmail.com))  
Mark Bigelbach ([mark@sfdmgt.com](mailto:mark@sfdmgt.com))

Attachment



## COOPERATION AND SERVICES AGREEMENT

THIS COOPERATION AND SERVICES AGREEMENT (the “Agreement”) is entered into effective as of 1<sup>st</sup> day of August 2019 (the “Effective Date”), by and between Maple-Brook Soccer Association, a Minnesota nonprofit corporation (“MapleBrook”) and Eclipse Select MN, LLC, dba MN Eclipse LLC, a Minnesota limited liability company (“Eclipse”). MapleBrook and Eclipse may be referred to individually, as a “Party” and collectively, as the “Parties.”

### RECITALS

- A. MapleBrook and Eclipse are both organizations that provide amateur, youth soccer programming to families and individuals residing in and around the Minneapolis-Saint Paul metropolitan area.
- B. MapleBrook and Eclipse have identified synergies between them and seek to enter into this Agreement for the mutual benefit of the families and individuals they serve.
- C. MapleBrook and Eclipse desire to enter into an agreement regarding the provision of soccer programming to the communities historically served by MapleBrook for the purposes of providing additional opportunities to players currently playing for MapleBrook and Eclipse, harnessing administrative efficiencies resulting from the pooling of each entity’s resources and enhancing the overall experience of players and families affiliated with either MapleBrook or Eclipse.

In consideration of the forgoing and other good and valuable consideration, the Parties agree as follows:

1. Formation of Cooperative Arrangement. This cooperative arrangement shall be deemed formed on the date on the date stated above. The rights and liabilities of the Parties shall be as provided in this Agreement. Each Party hereby represents and warrants to the other that the execution, delivery and performance of this Agreement and the formation of the cooperative arrangement contemplated hereby have been duly and validly authorized by all necessary corporate action and hereby offers and agrees, upon request, to provide the other with copies of the duly authorized and executed resolutions of their respective boards of directors authorizing the execution and delivery of this Agreement and the performance of the acts contemplated hereby.

2. Name. The business of the cooperative arrangement shall be conducted under the name “MN Eclipse Maplebrook.”

3. Purpose. The purpose of this Agreement shall be to enhance the provision of non-competitive (*e.g.*, U5-U8) and competitive (*e.g.*, U9-U19) youth, amateur soccer programming for both genders provided to the members of MapleBrook.

4. Roles and Obligations of Parties.

(A) MapleBrook shall:

- (1) share all information relating to its existing players, including but not limited to name, age, level of play, contact information, and Blue Sombrero data (“Player Information”).
- (2) share all information relating to its existing independent contractors, including but not limited to name and contact information (“Independent Contractor Information”).
- (3) provide access to and use of the Maplebrook logo for the exclusive use by Eclipse in the performance and provision of soccer-related activities as further described herein.
- (4) provide reasonable commercial support and endorse Eclipse’s assumption of all agreements relating to soccer fields, turf and other sports facilities within Maple Grove, Minnesota to which MapleBrook is a party (the “Practice Facility Agreements”).
- (5) assign all its rights under Practice Facility Agreements to Eclipse.
- (6) retain the right to operate, at its discretion, the Maplebrook Soccer Tournament (the “Tournament”) for fundraising purposes. The Tournament will take place on a mutually agreeable weekend between the months of June and July each summer. If Maplebrook chooses not to operate the Tournament, Eclipse will have the right to operate the Tournament.
- (7) Maplebrook will assign its right of first refusal to sponsor the MN Twinstars NPSL and Maplebrook Fury WPSL teams.

(B) Eclipse will operate youth soccer programming for both genders focused on serving Maple Grove, Brooklyn Park and Brooklyn Center and the surrounding communities, including fielding National Elite, Regional and Competitive Teams (PR, C1, C2 and C3), U5-U8 developmental soccer and pursuit of expanded recreational soccer programming (the “Services”). In connection with the provision of the Services, Eclipse shall:

- (1) in consultation with MapleBrook, have the power and authority to do any and all things necessary or desirable in the conduct of its business in furtherance of the purposes stated herein.
- (2) Eclipse will pursue obtaining ECNL status for both the girl’s and boy’s programs.
- (3) Regional and Competitive Teams will continue to focus on drawing players from Maple Grove and the surrounding communities. National Elite Teams, including ECNL teams if acquired, may include top players from both Maple Grove and its surrounding communities and Farmington and its surrounding communities.

- (3) provide offers of employment to Maplebrook's current Director of Coaching, Jean Yves Viardin, and Soccer Programming Manager, Sara Brandon, on or before the Effective Date of this agreement.
- (4) in the event that Maplebrook decides to operate a Tournament in any year, provide reasonable assistance to Maplebrook in its operation and promotion of the Tournament including, but not limited to:
  - (a) Assisting Maplebrook in securing access to fields and facilities within Maple Grove, Minnesota, which may include Eclipse subleasing fields or facilities to Maplebrook at a cost no greater than the contractual cost at which Eclipse leases the fields and facilities.
  - (b) Allowing Maplebrook to advertise the Tournament on Eclipse's website or other social media over which Eclipse possesses control.
- (5) take all commercially reasonable actions to assume all of Maplebrook's obligations related to or arising from the Practice Facility Agreements as of the Effective Date. (6) Eclipse will continue to operate youth soccer programming at current or enhanced service levels for Maple Grove and the surrounding communities pursuant to the ongoing viability of operations.
- (C) Any profits and losses, deductions and tax credits generated by the provision of the Services shall accrue to and be recognized by Eclipse.
- (D) In addition to all other obligations contained herein, Eclipse agrees:
  - (1) To furnish all tools, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services; and
  - (2) To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest service standards; and
  - (3) To comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Eclipse as employer.
  - (4) To require its independent contractors, subcontractors and agents (if any) to comply, at their own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to independent contractors, subcontractors and agents

as employers, including maintenance of standard Workers' Compensation as required by law in the State of Minnesota.

- (E) Nothing herein contained shall be deemed to be a sale, transfer or assignment of the monetary or tangible assets of either party.

5. Other Activities of Parties. The Parties and their affiliates may, during the term of this Agreement, engage in and possess an interest for their own account in other business ventures of every nature and description, independently, or with other, including but not limited to the ownership and operation of businesses providing soccer-related services and activities related thereto. All parties hereto recognize and acknowledge that the parties and their affiliates currently have other business interests, including business interests relating to the ownership and operation of entities providing soccer-related services and activities which may be, depending upon their location, in competition with MN Eclipse Maplebrook, and agree that nothing contained herein shall be deemed to prevent them from continuing to engage in such other businesses. Similarly, nothing contained herein shall be construed to entitle a Party to any interest in such other business ventures or in any income or profits derived therefrom. The Parties shall not be required to devote their entire time and attention to the business of the joint venture, but shall devote such time and attention to the business of the joint venture as they deem necessary to ensure that the provision of the Services is conducted in a sound and prudent manner and in accordance with the custom and practice applicable to the conduct of businesses of a like nature.

6. Inspection of Records. Upon the demand of any Party, the books and records relating to the Services shall be made available for inspection to the requesting Party at reasonable times and on reasonable notice.

7. Trade Secret and Confidential Information. The Parties acknowledge that they may obtain trade secret, confidential or proprietary information of other Party or such other Party's members and methods of operation. "Trade Secret Information" means any information possessed by either Party, or developed by Party prior to or during the term of this Agreement, which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Confidential Information" means and includes all information relating to the Parties' intellectual property, business operations, members, and all other information that a Party knows or has reason to know that the other Party intends or expects to be kept confidential. The Parties will maintain all Trade Secret Information and Confidential Information in strict confidence and will not at any time or for any reason disclose, either directly or indirectly, any Trade Secret Information or Confidential Information to any third party without the prior written consent of the other Party. The Parties will not use any Trade Secret Information or Confidential Information for any purpose other than the performance of the services contemplated herein.

8. Intellectual Property Rights. Except as explicitly provided herein, this Agreement does not provide any express or implied right or license for either Party to this Agreement to utilize or to practice any of the other Party's intellectual property, including but not limited to, Confidential Information, or rights therein, or any improvements, developments, inventions,

patents, trade secrets, trademarks, service marks, copyrights, or know-how (“Intellectual Property”), whether existing at the Effective Date or developed from or as an incident to performance of the rights and duties under this Agreement.

9. Term and Termination. The cooperative arrangement formed as of the Effective Date shall continue until terminated pursuant to the provisions of this Agreement or by operation of law. The cooperative arrangement may continue thereafter, upon mutual consent and agreement between the Parties. The cooperative arrangement may be terminated by any Party by giving ninety (**90**) days prior written notice to the other the other Party.

All obligations under this Agreement which are by their nature continuing, including Paragraphs 7 (Trade Secrets and Confidential Information), 8 (Intellectual Property Rights), and 12 (No Disparagement) shall survive termination or expiration of this Agreement.

10. Rights of Parties Upon Termination of Cooperative Arrangement. In the event this cooperative arrangement is terminated:

- (A) *Player Information.* All information relating to the players, including but not limited to name, age, level of play, contact information, (“Player Information”) shall remain the exclusive property of the Party with which the player was affiliated prior to the Effective Date. Within thirty (30) days of termination, the Party shall transfer to the other Party any and all Player Information, and all copies of such information, whether stored on paper or electronically, which the Party may have acquired or developed.

Players that were not affiliated with either Party prior to the Effective Date, the Player Information for such individuals shall be shared with both Parties.

The Parties agree to cooperate with one another in the allocation and return of Player Information.

11. Specific Performance; Injunctive Relief. The Parties recognize, acknowledge and agree that, the restrictions in Paragraphs 7, 8 and 12 are reasonably necessary to protect a legitimate business interest of each Party and that, if the Party breaches any of the provisions of Paragraphs 7, 8, and 12, the other Party will suffer irreparable injury, and money damages will not provide an adequate remedy. Accordingly, each Party agrees that, in any such event, the other Party shall be entitled to have the above-identified provisions of this Agreement specifically enforced by any court having equity jurisdiction, without being required to post a bond or other security and without having to prove the inadequacy of the available remedies at law. In addition, the other Party shall be entitled to be reimbursed for all costs and expenses (including legal fees) incurred to enforce the provisions of this Paragraph 11.

12. No Disparagement. During the term of this Agreement and thereafter, no Party will disparage or make any statements or disclosures injurious to or which may reasonably be taken to be injurious or prejudicial or in any way detrimental to, including without limitation, to the competitive disadvantage of, the other Party.

13. Relationship of the Parties. This Agreement does not make either Party the agent, employee, or representative of the other for any purpose whatsoever. Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between MapleBrook and Eclipse. Neither party is granted any express or implied right or authority by the other Party to assume or create any obligation or responsibility on behalf of or in the name of the other Party, or to bind the other Party in any manner whatsoever.

14. Additional Documents. Each party agrees to execute with acknowledgement or affidavit, if required, any and all documents and writings that may be necessary or expedient to advance the purposes set forth in this Agreement.

15. Notices. For a notice or other communication under this Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by registered or certified mail, return receipt requested and postage prepaid, or (3) by email. A valid notice or other communication under this Agreement will be effective when received by the Party to which it is addressed. It will be deemed to have been received as follows:

if it is delivered by hand, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt;

if it is delivered by email, when the Party to which the email is addressed, by notice in accordance with this Paragraph 15 (but without any need for further acknowledgement), acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Paragraph; and

if the Party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

For a notice or other communication to a Party under this Agreement to be valid, it must be addressed using the information specified below for that Party or any other information specified by that Party in a notice in accordance with this Paragraph.

To MapleBrook: MapleBrook Soccer Association  
8880 Black Oaks Lane N.  
Maple Grove, MN 55311

Attn: President

To Eclipse: Eclipse Select Soccer, LLC  
432 Vadnais Lake Drive  
Vadnais Heights, MN 55127

---

Attn: Mark Bigelbach

16. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior or contemporaneous agreements and understandings, oral or written, between the parties hereto as of this date with respect to the subject matter hereof.

17. Amendment. No amendment or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all the Parties.

18. Successors and Assigns. This Agreement, the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Governing Law. This Agreement shall be deemed to be a contract made under and shall be construed, interpreted, governed by and enforced according to the laws of the State of Minnesota.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

21. Headings. The headings to the paragraphs of this Agreement are intended solely for the convenience of the parties and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

22. Severability. The provisions of this Agreement shall be deemed severable and if any portion hereof shall be held invalid, illegal, or unenforceable for any reason, the remainder shall not thereby be invalidated but shall remain in full force and effect.

23. Waiver. No waiver of any provision of this Agreement by any Party shall be valid unless in writing and signed by the Party against whom the waiver is charged. Waiver of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision.

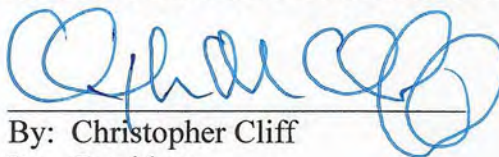
24. Interpretation. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa.

25. Attorneys' Fees. In any action between the Parties to enforce any of the terms of this Agreement or of any other contract relating to the joint venture, or an action in any way pertaining to this Agreement or activities arising therefrom, the prevailing party shall be entitled to recover expenses, including reasonable attorney's fees.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

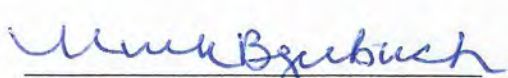
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

MAPLE-BROOK SOCCER ASSOCIATION



By: Christopher Cliff  
Its: President

ECLIPSE SELECT MN, LLC

 6/16/2019

By: Mark Bigelbach  
Its: Owner



# EXHIBIT F



August 20, 2020

**VIA EMAIL**

Eclipse Select Soccer, LLC  
432 Vadnais Lake Drive  
Vadnais Heights, MN 55127  
Attn: Mark Bigelbach  
Email: [mark@sfdmgt.com](mailto:mark@sfdmgt.com)

**Re: Notice of Termination -  
Cooperation and Services Agreement dated as of August 1, 2019**

Reference is made to the Cooperation and Services Agreement between Maple-Brook Soccer Association (“Maple-Brook Soccer”) and Eclipse Select MN, LLC, dba MN Eclipse LLC (“Eclipse”) dated as of August 1, 2019 (“Agreement”). Eclipse is in default of the Agreement for, among other things: (1) failing to consult with Maple-Brook Soccer under Section 4(B)(1) of the Agreement; (2) conducting business under the Agreement in a name other than “MN Eclipse Maplebrook” as required under Section 2 of the Agreement; (3) in conducting business, asserting that Maple-Brook Soccer has ceased operation and/or merged with Eclipse; and (4) seeking to divert assets of Maple-Brook Soccer to Eclipse or other entities. As a result of these breaches of the Agreement, and pursuant to Sections 9 and 15 of the Agreement, Maple-Brook Soccer hereby gives notice of termination of the Agreement.

Please be advised that, upon termination of the Agreement, all player information shared by Maple-Brook Soccer with Eclipse must be returned to Maple-Brook Soccer within 30 days of termination.

Sincerely,

Maple-Brook Soccer Association

  
By Phillip Santillan  
Its President

cc: Michael B. Fisco ([fiscom@gtlaw.com](mailto:fiscom@gtlaw.com))  
Michael M. Krauss ([kraussm@gtlaw.com](mailto:kraussm@gtlaw.com))