

MINNESOTA YOUTH SOCCER ASSOCIATION INC.

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TO: Phillip Santillan, MapleBrook Soccer Association; Mark Bigelback, Eclipse Select MN

FROM: Steve May, President, Minnesota Youth Soccer Association

DATE: January 15, 2021

RE: Memo on Affiliation Status of MapleBrook Soccer Association and Eclipse Select MN for Soccer Year 2021-2022

MYSA is issuing the following statement to illustrate our position on the affiliation status of MapleBrook Soccer Association and Eclipse Select MN for the upcoming 2021-2022 Soccer Year. This statement does not comment on the registration status of any team or player for the current 2020-2021 Soccer Year, as our position on that matter has been explained in a previous November 4, 2020 memo and related correspondence from our legal counsel to your attorneys dated November 20, 2020.

It is our understanding that the “Cooperation and Services Agreement” between MapleBrook Soccer Association and Eclipse Select MN, was terminated and any contractual relationship between MapleBrook Soccer Association and Eclipse Select MN, regardless of the parties opinions and legal positions regarding the purposes of that agreement, was terminated on November 18, 2020. This determination was shared by the Court in the Order Denying Plaintiff’s Motion for Temporary Injunction dated November 13, 2020. Since no ongoing contractual relationship exists between MapleBrook Soccer Association and Eclipse Select MN, both clubs will be given the opportunity to reaffiliate with MYSA as an Affiliate Member and upon such affiliation, will be granted the rights and privileges of an Affiliate Member as outlined in the MYSA governing documents.

GRIES • LENHARDT • ALLEN, P.L.L.P.

ATTORNEYS AT LAW

Reply to St. Michael office
Sender's email address: nate@glalawfirm.com
Admitted in Minnesota and Wisconsin

November 20, 2020

Mr. Zachary J. Crain
Nilan Johnson Lewis, PA
250 Marquette Avenue South
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Minneapolis, MN 55401

Via Email ONLY to: zcrain@nilanjohnson.com

Mr. Michael B. Fisco
Greenburg Traurig, LLP
90 South Seventh Street
Suite 3500
Minneapolis, MN 55402

Via Email ONLY to: fiscom@gtlaw.com

**Re: Maple-Brook Soccer Association ("MBSA") vs. Eclipse Select MN, LLC ("Eclipse")
Court File No. 27-CV-20-10982 (the "Lawsuit")**

Dear Mr. Crain and Mr. Fisco:

Please be advised this firm and the undersigned are legal counsel to Minnesota Youth Soccer Association, Inc. ("MYSA"). I write to each of you in your respective capacities as legal counsel to Eclipse and MBSA (hereafter referred to together as the "Clubs"). More specifically, I write at the request of MYSA to respond to the countless emails and phone calls MYSA has received from the Clubs regarding the Lawsuit and the ancillary matters related to the allegations, arguments and issues between the Clubs.

MYSA recognizes that the Clubs would like MYSA to intervene and resolve this matter for them. However, that is not MYSA's role and MYSA does not have authority to do so. The Clubs entered into the Cooperation and Services Agreement (the "Agreement") on their own accord and MYSA is well-aware of the Clubs' differing opinions about the spirit and intent of the Agreement. Hence, the reason for the Lawsuit. MYSA will not intervene in the Lawsuit or purport to render a decision to enforce the terms of the Agreement. The Court will decide those issues for the Clubs (if they do not amicably resolve this matter and the Lawsuit on their own, of course). To that end, I have read the Court's Order Denying Plaintiff's Motion for Temporary Injunction issued on November 13, 2020 (the "Order") and despite the Court's decision to proceed without issuing the requested relief, the Court's Order clearly addressed the Agreement, the termination of the Agreement and set forth the Court's expectations for the Clubs (e.g. Paragraphs 17, 25 and 31 of the Order). In particular, the Court states, "Under the explicit terms of the Agreement, [MBSA] will receive all information relating to the players previously affiliated with [MBSA] prior to the effective date, and those not affiliated with either party prior to the effective date, ***and the parties are required under the contract to cooperate in the allocation and transfer of any such information within thirty (30) days of termination.***" (Paragraph 31 of the Order) (Emphasis added).

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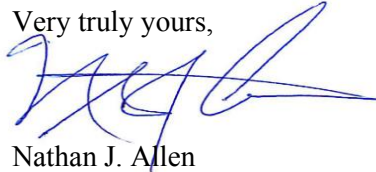
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November 20, 2020

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Please notify your clients that MYSA shares the Court's expectations of the Clubs, as set forth in the Order. MYSA also shares in the Court's sentiment and encourages the Clubs to "... make all efforts to demonstrate a civil example for the youths they serve by trying to find a prompt and equitable resolution to this matter." In that regard, please also notify your clients that MYSA will make every effort to accommodate a voluntary resolution to this matter as the same pertains to club and player registrations. MYSA looks forward to an update from the Clubs on or prior to December 18, 2020.

Very truly yours,



Nathan J. Allen

cc: Minnesota Youth Soccer Association, Inc. (via email only)



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TO: MN Eclipse MapleBrook Players, Families, Coaches and Administrators

FROM: Ayla Lokkesmoe, MYSA Director of Operations

DATE: November 4, 2020

RE: Memo on MYSA Player Registration Rule

MYSA is issuing the following statement on the registration status of MN Eclipse MapleBrook players for the current 2020-2021 Soccer Year. This statement will be used to reiterate the MYSA rule on player registration and define where players are bound to for the season.

MYSA rule “3.2.1.3 PLAYER BOUND TO MEMBER CLUB” states that “a player is registered to a member club the moment the player (or for a minor, the player’s parent or guardian) submits the registration form and any portion of the registration fees,” and that “a registered player shall be bound to the club from the 8th day after the final game of the MYSA Summer State Championships until the published date of the final game of the following year’s Summer State Championships.”

Using these two sections of the rule together, this would mean that players that were registered to MN Eclipse MapleBrook are bound to MN Eclipse MapleBrook through the effective end of the 2021 MYSA Summer Season. Players can transfer away from MN Eclipse MapleBrook if that request is approved by MN Eclipse MapleBrook (or, less commonly, if they meet the requirements of 3.2.1.6.b or c).

MYSA is not able to force transfers without approval from MN Eclipse MapleBrook because of player and team placement issues. MYSA clubs have autonomy over their own tryout process and where to place individual players. MYSA cannot force a transfer unless a player is not given a spot on a team at all. MYSA clubs also have autonomy over where to place each team, whether that be in Futures, Black and Blue or Minnesota League One. Notwithstanding promotion/relegation of Minnesota League One teams, which the club assents to when it registers the team.

At this time, the players are not registered to MapleBrook nor Eclipse Select MN, but to MN Eclipse MapleBrook. MYSA will treat these registrations as such based on the collaboration that MapleBrook and Eclipse Select MN had entered into prior to the start of the 2020-2021 Soccer Year, unless and until we are given a legal directive otherwise.