

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into by and between RACHEL MEHR; BEATA IVANAUSKIENE, as parent of minor R.K.I. Jr.; SARAH ARANDA, as parent of minors B.A., D.A. and I.A.; KIRA-AKKA-SEIDEL; KAREN CHRISTINE O’DONOGHUE, as parent of minor L.L.M., on the one hand (and collectively, the “Named Plaintiffs”), and the UNITED STATES SOCCER FEDERATION, INC. (“USSF”); US YOUTH SOCCER ASSOCIATION, INC. (“USYSA”); AMERICAN YOUTH SOCCER ORGANIZATION (“AYSO”); NATIONAL ASSOCIATION OF COMPETITIVE SOCCER CLUBS, INC. (“US CLUB SOCCER”); and CALIFORNIA YOUTH SOCCER ASSOCIATION, INC. (“CYSA”), on the other hand (and collectively, the “US Defendants”). The Named Plaintiffs and the US Defendants are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, on August 27, 2014 the Named Plaintiffs filed the “Initial Complaint” in a civil action (the “Lawsuit”) entitled *Mehr, et al. v. Fédération Internationale de Football Association, et al.*, Case No. 4:14-CV-03879-PJH, currently pending in the U.S. District Court for the Northern District of California (the “Court”) on their behalf and on behalf of a putative class of similarly situated persons containing claims for negligence, breach of a voluntary undertaking and for medical monitoring.

WHEREAS, in the Lawsuit the Named Plaintiffs contend, among other things, that the US Defendants and defendant Fédération International de Football Association (“FIFA” and together with the US Defendants, the “Defendants”), failed to (a) establish and implement appropriate concussion diagnosis, management and return to play protocols for youth participants in the sport of soccer; (b) alter player substitution rules in such a manner as to reduce incentives for allowing potentially concussed youth players to remain in a game; and (c) take steps to reduce the risk of youth soccer players suffering concussions by imposing restrictions on the practice of heading the ball.

WHEREAS, the Defendants do not believe there is merit to any of the claims asserted by the Named Plaintiffs in the Lawsuit and, as a consequence, the Defendants filed motions to dismiss the Lawsuit;

WHEREAS, the Court granted the motions to dismiss filed by the Defendants in a written order dated July 17, 2015 (the “Dismissal Ruling”), dismissing FIFA with prejudice while affording the Named Plaintiffs an opportunity to amend their Initial Complaint against the US Defendants subject to the Dismissal Ruling;

WHEREAS, the Named Plaintiffs and the US Defendants have been engaged in ongoing settlements discussions since prior to the time the motions to dismiss were filed, during the pendency of the motions and after the Dismissal Ruling was issued; and

WHEREAS, the Parties now to desire to settle the Lawsuit and to resolve fully and finally the claims alleged in the Lawsuit in accordance with the terms and conditions set forth herein

AGREEMENT

NOW THEREFORE, in consideration of the Recitals above and the mutual promises, conditions and covenants set forth below, the Parties hereto agree as follows:

1. Effective Date

This Agreement shall become effective upon the Court's entry of an order dismissing the Lawsuit, the "Dismissal Order", referred to in Section 2 below.

2. Actions Concerning the Lawsuit

In consideration of this Agreement, the Named Plaintiffs agree, individually and collectively, that

(a) they shall not amend the Initial Complaint;

(b) upon the expiration of the period of time within which they have been granted leave to amend the Initial Complaint (which has been extended by several Court-approved stipulations), the US Defendants shall be permitted to notify the Court in the Lawsuit that the Named Plaintiffs have not amended the Initial Complaint and, therefore, request that the lawsuit be dismissed with prejudice against all Defendants and that a final judgment be entered in favor of all Defendants substantially in the form of Exhibit A attached hereto (the "Request for Dismissal and Entry of Judgment");

(c) they shall not object to or otherwise challenge the US Defendants' Request for Dismissal and Entry of Judgment or the Court's corresponding dismissal of the Lawsuit and "Entry of Judgment" in the Defendants favor (the "Dismissal Order"); and

(d) they shall not appeal the dismissal of the Lawsuit, the Dismissal Ruling or the Dismissal Order.

3. Concussion Initiative

In consideration of this Agreement, the US Defendants agree to adopt the "Concussion Initiative Guidelines" on or before December 1, 2015 containing the elements and substantially in the form of Exhibit B attached hereto.

4. Joint Statement and Other Public Comments

A. The Parties agree to issue a joint statement announcing the Concussion Initiative and the resolution of the Lawsuit (the "Joint Statement") on a date and at a time to be mutually agreed upon but, in any event, no later than twenty four (24) hours after the Court enters judgment in favor of the Defendants in the Lawsuit.

B. The Joint Statement to be issued is set forth in Exhibit C attached hereto.

C. The Parties agree that neither they nor their counsel shall issue any public statement concerning this settlement, the dismissal of the Lawsuit, the Entry of Judgment or the Concussion Initiative prior to the issuance of the Joint Statement set forth above.

D. The Parties further agree that, after the Joint Statement is issued, they shall be free to publicly comment on their respective views about the Lawsuit, merits of the claims asserted by the Named Plaintiffs, the Dismissal Ruling, the dismissal and/or the Concussion Initiative, *provided, however*, under no circumstance shall any of the Parties or their counsel (i) disclose the fact that the US Defendants agreed to make the “Fees and Costs Payment” and/or the “Participation Payment” (each as defined in Section 5 below), (ii) disclose the amount of the Fees and Costs Payment reimbursed to counsel for the Named Plaintiffs or the Participation Payment as set forth in Section 5 below or (iii) suggest how the Fees and Cost Payment may compare to the fees and costs which counsel for the Named Plaintiffs actually incurred in connection with the Lawsuit.

5. Payment of Attorney’s Fees and Costs and the Participation Payment

A. The US Defendants agree to pay counsel for the Named Plaintiffs the total amount of Five Hundred Ninety Thousand Dollars (\$590,000.00) (the “Fees and Costs Payment”) as partial reimbursement of their costs and attorney’s fees incurred in connection with the Lawsuit.

B. The US Defendants agree to pay the total sum of Ten Thousand Dollars (\$10,000.00) to be allocated among the Named Plaintiffs, as determined by counsel for the Named Plaintiffs, for the participation of the Named Plaintiffs in the Lawsuit (the “Participation Payment”).

C. The Fees and Costs Payment and the Participation Payment shall be paid to counsel for the Named Plaintiffs within seven (7) business days after the time to appeal the Court’s entry of the Dismissal Order in the Lawsuit has expired.

D. Except as specifically set forth in this Section 5, the Parties each agree to bear their own costs and attorney’s fees incurred in connection with the Lawsuit.

6. No Admission of Liability

It is understood and agreed that the US Defendants (i) deny liability in any fashion to the Named Plaintiffs and the putative class as a consequence of the claims alleged in the Lawsuit, and (ii) are entering into this Agreement solely to avoid further litigation and the costs and expenses associated with the Lawsuit and any subsequent appeals. Neither the execution of this Agreement, nor the performance of any term hereof, shall constitute, be construed as or be deemed an admission of any liability, wrongdoing or culpability whatsoever by any of the US Defendants.

7. Assumption of Risk

Each of the Parties fully understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other than, or different from, the facts now believed by any of the Parties to be true, each of the Parties expressly accepts and assumes the risk of such possible difference in fact and agrees that the release provisions hereof shall be and remain effective notwithstanding any such difference in fact. This Agreement shall not be subject to attack

on the ground that any or all of the legal theories or factual assumptions relied upon by any Party in negotiating this Agreement are for any reason inaccurate or inappropriate.

8. Release of Claims

A. For valuable consideration, the receipt and adequacy of which is hereby acknowledged, and except as specifically provided in Section 8.C. below, the Named Plaintiffs, on their behalf and on behalf of minors R.K.I. Jr, B.A., D.A. and I.A and L.L.M., as applicable, and each of them (collectively, the “Named Plaintiffs Releasers”), do hereby release and forever discharge the Defendants and each of them, and, as the case may be, any of their respective parent companies, subsidiaries, affiliates, divisions, predecessors, successors, members, member leagues, member clubs, coaches, referees, shareholders, partners, directors, officers, employees, volunteers, agents, assigns, attorneys, entities owned or controlled by them, insurers, and all persons acting by, through, under or in concert with them, or any of them (collectively, the “Defendant Releasees”), of and from any and all action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (“Claims”), which the Named Plaintiffs Releasers now have or hereafter may have against the Defendant Releasees, or any of them, by reason of any act, cause, matter or thing from the beginning of time through the date of this Agreement in any way relating to or arising out of the Claims in the Lawsuit.

B. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or in any way related to: (i) any claims that were or could have been asserted, directly or indirectly, in the Lawsuit; (ii) physical, personal, mental, medical, neurological, neuropsychological or emotional injuries or illness of any kind; (iii) any property, contract or tort claims, including strict liability, intentional or negligent infliction of emotional distress, negligence, misrepresentation, conversion, breach of privacy, defamation, loss of consortium, breach of fiduciary duty, violation of public policy, wrongful death or any other common law claim of any kind; (iv) any of the Defendants’ policies, practices, procedures or rules governing play in any way relating to the diagnosis, treatment or management of concussions; and (v) any other local, state or federal statute, rule, regulation or principle of common law (whether in contract or tort) relating to the liability of sports organizations for injuries or illnesses suffered by participants in sport.

C. Notwithstanding anything to the contrary set forth in Sections 8.A. and B. above, the Parties expressly acknowledge and agree that the releases contained in this Section 8 are not intended to apply to any of the obligations, covenants and representations of the Parties set forth in this Agreement.

D. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE EACH BEEN ADVISED OF AND ARE AWARE THAT CALIFORNIA CIVIL CODE § 1542, PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE

DEBTOR."

THE PARTIES EACH BEING AWARE OF SAID CODE SECTION AND SUCH SIMILAR LAWS, HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

E. The Named Plaintiffs Releasors each represent and warrant that there has been no assignment or other transfer of any interest in any Claim which they may have against the Defendant Releasees, or any of them, and they each agree to indemnify and hold the Defendant Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys' fees incurred by the releasees, or any of them, as a result of any person asserting any such assignment or transfer.

F. The Named Plaintiffs Releasors each agree that if any of them hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any of the Claims released hereunder, or in any manner assert against the Defendant Releasees, or any of them, any of the Claims released hereunder, then the Party who takes such action shall pay to the releasees, and each of them, in addition to any other damages caused to the releasees thereby, all costs, expenses and attorneys' fees incurred by such releasees in defending or otherwise responding to said suit or Claim.

9. Representations, Warranties and Covenants of the Parties

A. Each of the US Defendants hereby represents and warrants to the Named Plaintiffs as follows: (i) it has had an opportunity to consult, and have in fact consulted, with counsel regarding the meaning, effect and terms of this Agreement; (ii) it has conducted such due diligence and investigation into those matters they deem material prior to entering into this Agreement; (iii) it fully understands the provisions of this Agreement and their effect; (iv) it is signing this Agreement voluntarily; (v) it has all necessary authority to enter into this Agreement; (vi) this Agreement has been duly executed and delivered; and (vii) this Agreement is a valid and binding obligation enforceable against each of them in accordance with its terms.

B. Each of the Named Plaintiffs hereby represents and warrants to the US Defendants as follows: (i) except for the Lawsuit, they have not commenced and/or are not a Party to any civil action or other legal proceeding against any of the Defendants; (ii) they have had an opportunity to consult, and have in fact consulted, with counsel regarding the meaning, effect and terms of this Agreement; (iii) they have conducted such due diligence and investigation into those matters they deem material prior to entering into this Agreement; (iv) they fully understand the provisions of this Agreement and their effect; (v) they are signing this Agreement voluntarily; (vi) they each have all necessary authority to enter into this Agreement; (vii) this Agreement has been duly executed and delivered; and (viii) this Agreement is a valid and binding obligation enforceable against each of them in accordance with its terms.

10. Arbitration

A. The Parties hereby agree to submit any claim or dispute arising out of or relating to the terms of this Agreement to private and confidential arbitration by a single neutral

arbitrator who shall be a retired state or federal Court judge. Any such arbitration shall take place in San Francisco, California. Subject to the terms of this paragraph, the arbitration proceedings shall be governed by the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), including the Optional Rules for Emergency Measures of Protection, or the relevant rules of such other entity to which the Parties may agree. The arbitrator shall be appointed by agreement of the Parties hereto or, if no agreement can be reached, by the AAA (or other agreed-upon entity) pursuant to its rules. The decision of the arbitrator shall be final and binding on all Parties to this Agreement, and judgment thereon may be entered in any Court having jurisdiction. The arbitrator shall award to the prevailing Party, if any, as determined by the arbitrator, all of its costs and fees. “Costs and fees” mean all reasonable pre-award expenses of the arbitration, including the arbitrator’s fee, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, arbitration costs, witness fees, and attorney’s fees. This arbitration procedure is intended to be the sole and exclusive method of resolving any claim for breach or interpretation of this Agreement.

B. The Parties consent to both the venue and jurisdiction of the state or federal courts located in San Francisco, California as the exclusive forum for any proceeding to vacate or confirm an arbitration award issued pursuant to this Section 10.

C. If any Party to this Agreement brings a judicial action to enforce rights hereunder, such action shall be barred as a result of the exclusive remedy provided in Section 10.A, above, and the prevailing Party in any such action shall be entitled to recover its costs and expenses, including reasonable attorneys’ fees, incurred in connection with such lawsuit.

11. No Other Amounts

The payments and the other things of value provided by the Parties to each other pursuant to this Agreement shall constitute the entire, maximum, and only financial obligation of any of the Parties to the others under this Agreement or otherwise.

12. Construction of Agreement

This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of California. The language of this Agreement shall not be construed for or against any particular Party. Each and every covenant, term, provision and agreement herein contained shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties. The headings used herein are for reference only and shall not affect the construction of this Agreement.

13. Sole Agreement

This Agreement constitutes and contains the sole and entire agreement between the Parties and supersedes all prior agreements, negotiations and discussions between the Parties and/or their respective counsel with respect to the subject matters covered hereby. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any of the Parties concerning the subject matter hereof. This is an integrated agreement.

14. Severability

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this Agreement, and the remaining portions shall remain in full force.

15. Amendment to Agreement

Any amendment to this Agreement must be in a writing, signed by duly authorized representatives of the Parties and stating the intent of the Parties to amend this Agreement. No breach of any provision of this Agreement shall be deemed waived unless the waiver is in writing signed by a duly authorized representative of the waiving Party. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

16. Representation by Counsel

Each Party acknowledges representation by counsel throughout all negotiations which preceded the execution of this Agreement and that this Agreement has been executed with the consent and upon the advice of counsel. Each Party acknowledges that no person or entity, including, but not limited to, a Party or agent or attorney of any other Party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce any other Party to execute this Agreement. Each Party has read this Agreement, agrees to the provisions it contains, and hereby executes it voluntarily with full understanding of its consequences.

17. Execution

This Agreement may be executed in counterparts (by original, facsimile or PDF signatures), all of which, when taken together, shall constitute one agreement, with the same force and effect as if all signatures had been entered on one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

THE NAMED PLAINTIFFS

Dated: October __, 2015

RACHEL MEHR

Dated: October __, 2015

BEATA IVANAUSKIENE, as parent of minor R.K.I. Jr.

Dated: October ___, 2015 SARAH ARANDA, as parent of minors B.A., D.A. and I.A.

Dated: October ___, 2015 KIRA-AKKA-SEIDEL

Dated: October ___, 2015 KAREN CHRISTINE O'DONOGHUE, as parent of minor
L.L.M

THE US DEFENDANTS

Dated: October ___, 2015 UNITED STATES SOCCER FEDERATION, INC.

By: _____

Daniel T. Flynn

Its: Chief Executive Officer and Secretary General

Dated: October ___, 2015 US YOUTH SOCCER ASSOCIATION, INC.

By: _____

John Sutter

Its: Chairman

Dated: October ___, 2015 AMERICAN YOUTH SOCCER ORGANIZATION

By: _____

Mark Stewart

Its: National President

Dated: October ____, 2015

NATIONAL ASSOCIATION OF COMPETITIVE SOCCER CLUBS, INC.

By: _____

Kevin Payne

Its: Chief Executive Officer

Dated: October ____, 2015

CALIFORNIA YOUTH SOCCER ASSOCIATION, INC.

By: _____

Peter J. Zopfi, D.O.

Its: Chairman

APPROVED AS TO FORM AND CONTENT:

Dated: October ____, 2015

HAGENS BERMAN SOBOL SHAPIRO LLP

By _____

Steve W. Berman

Attorneys for the Named Plaintiffs

APPROVED AS TO FORM AND CONTENT:

Dated: October ____, 2015

THE HOWARD LAW FIRM

By _____

Derek G. Howard

Attorneys for the Named Plaintiffs

APPROVED AS TO FORM AND CONTENT:

Dated: October ____, 2015

LATHAM & WATKINS LLP

By: _____
Russell F. Sauer, Jr.
Attorneys for the United States Soccer Federation, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: October ____, 2015

BONNE BRIDGES MUELLER O'KEEFE &
NICHOLS

By: _____
Margaret Holm.
Attorneys for the Defendant United States Youth
Soccer Association, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: October ____, 2015

GORDON REES SCULLY MANSUKHANI LLP

By: _____
Stuart M. Gordon
Attorneys for the Defendant American Youth Soccer
Organization and Defendant National Association of
Competitive Soccer Clubs, Inc. d/b/a US Club Soccer

APPROVED AS TO FORM AND CONTENT:

Dated: October ____, 2015

LYNCH, GILARDI & GRUMMER APC

By: _____
Wallace M. Tice
Attorneys for the Defendant California Youth
Soccer Association Inc.

EXHIBIT A TO SETTLEMENT AGREEMENT

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Attorneys for Defendant
UNITED STATES SOCCER FEDERATION, INC.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

RACHEL MEHR, et al.,

Plaintiffs

v.

FÉDÉRATION INTERNATIONALE DE
FOOTBALL ASSOCIATION, et al.,

Defendants.

Case No. C 4:14-CV-03879-PJH

**REQUEST FOR DISMISSAL AND
ENTRY OF JUDGMENT AND
[PROPOSED] ORDER RE: DISMISSAL
AND ENTRY OF JUDGMENT IN FAVOR
OF DEFENDANTS**

This Request For Entry Of Judgment And [Proposed] Order Re: Entry Of Judgment In Favor Of Defendants is submitted by and on behalf of Defendants United States Soccer Federation, Inc., US Youth Soccer Association, Inc., National Association of Competitive Soccer Clubs, Inc., California Youth Soccer Association Inc., and American Youth Soccer Association (collectively, the “US Defendants”).

Whereas, On August 27, 2014, Plaintiffs filed a Class Action Complaint asserting, among others, claims against defendant Fédération International de Football Association (“FIFA”) and the US Defendants (collectively, the “Defendants”);

WHEREAS, the Defendants filed Motions to Dismiss (and joinders therein) (Docket Nos. 42, 43, 48, 52, 53, 55, 56 and 57) (collectively, the “Motions”);

WHEREAS, following a hearing on May 6, 2015, the Court entered an Order granting the Motions, dismissing the claims against FIFA with prejudice and permitting Plaintiffs leave to amend certain claims against the US Defendants no later than August 17, 2015 (Docket No. 104) (the “Order”);

WHEREAS, the parties stipulated, and the Court entered an order (Docket No. 106), to extend the deadline for Plaintiffs to file an amended complaint from August 17, 2015 to September 30, 2015;

WHEREAS, the parties stipulated, and the Court entered an order (Docket No. 112) to further extend the deadline for Plaintiffs to file an amended complaint from September 30, 2015 to October 15, 2015;

WHEREAS, the parties stipulated, and the Court entered an order (Docket No. 114) to further extend the deadline for Plaintiffs to file an amended complaint from October 15, 2015 to October 30, 2015; and

WHEREAS, pursuant to an agreement among the parties, the Plaintiffs have determined not to file an amended complaint within the extended deadline.

NOW, THEREFORE, IT IS HEREBY REQUESTED that the instant case be dismissed with prejudice and that judgment be entered in favor of the Defendants.

[PROPOSED] ORDER

In view of the Court's Order dated July 17, 2015 (Docket No. 104) and the Plaintiffs decision not to file an amended complaint within the time period permitted by the Court, as extended, it is hereby ordered that the Plaintiffs' claims are hereby dismissed with prejudice against all Defendants and that judgment shall be entered in favor of the Defendants as of the date of this order.

DATED: _____

HONORABLE PHYLLIS J. HAMILTON
UNITED STATES DISTRICT JUDGE

EXHIBIT B TO SETTLEMENT AGREEMENT

Elements of the Concussion Initiative Guidelines¹

INTRODUCTION

These Guidelines, together with published educational and other materials provided by the United States Soccer Federation (“U.S. Soccer”), US Youth Soccer Association (“USYSA”), American Youth Soccer Organization (“AYSO”), National Association of Competitive Soccer Clubs. (“US Club Soccer”) and the California Youth Soccer Association, Inc. (“Cal-North”) (collectively, the “Sponsoring Organizations”) are intended to give their member organizations, as well as players, parents, team/club staff and coaches and referees, guidance and direction when dealing with head injuries and potential head injuries during soccer participation.

It is important to point out that, as everyone is aware, injuries occur in soccer, and it is not possible to prevent or guarantee they will not occur. These risks are inherent in the sport, and players and parents should understand that such injuries are a possible result of the participation.

Moreover, it’s vital for players and their parents to understand and accept that they are an important and integral part of the process. This includes becoming familiar with, accepting and supporting protocols such as removal from practice and games, recognizing the need to assess potential injuries prior to returning to play, and seeking the appropriate medical attention for the player as warranted. With regard to the last point, the judgment of parents and their family physician is an important element.

Some elements of the Guidelines will be mandatory. The removal of a youth player from practice or a game where the player may have suffered a concussion and the need to follow certain protocols before that player will be allowed to return to play are examples of this. Others are more in the nature of recommendations that are left up to the Sponsoring Organizations and their members to determine, and others still may be only informational in nature. For example, in one instance, it may be appropriate for U.S. Soccer to adopt certain initiatives for the limited number of players in programs U.S. Soccer administers or controls. But some of these measures may not be practical for member organizations to implement depending on a variety of factors including localities, age groups, access to medical specialists, and cost to the parents.

Several other points are important to note. First, while the Sponsoring Organizations have every intention of complying with these Guidelines, these are guidelines only and it would be unreasonable to expect that they will be adhered to in every circumstance and/or that a failure to follow these Guidelines will be brought to the attention of the applicable Sponsoring Organization for consideration. This is a natural consequence of the popularity of the sport, the number of participants and the geographic dispersion and widely varying financial resources of their respective members, leagues, clubs and teams and the corresponding inability of the applicable Sponsoring Organization to monitor the training and education of every parent, player, coach and referee and the occurrences at every practice and every game which take place

¹ To become effective as of December 1, 2015 and to be implemented as soon as reasonably possible thereafter.

throughout the United States virtually 365 days a year. As a consequence, a failure to implement or adhere to these Guidelines in any given circumstance is not intended to give any person or organization a right to bring a claim for any such alleged failure.

Finally, these Guidelines are not intended to create a standard of care to which the Sponsoring Organizations are bound or to otherwise impose a duty of care on or constitute a voluntary undertaking by the Sponsoring Organizations. The Sponsoring Organizations reserve the right to amend, modify and/or alter these Guidelines as they may be deemed appropriate to respond to (i) specific regional or local issues and (ii) technical, scientific, medical and other developments in the areas of concussion education, diagnosis and management and related areas.

I. CONCUSSION EDUCATION FOR COACHES, REFEREES, ATHLETES & PARENTS AND/OR LEGAL GUARDIANS

A. General: Available Resources

1. The U.S. Soccer sports medicine page <http://www.ussoccer.com/about/federation-services/sports-medicine>) will include:
 - a. The concussion overview video
 - b. Links to the various CDC resources
 - c. Link to the SCAT3 and Child SCAT3 cards
 - d. A link to the Sports Neuropsychology Society available on the U.S. Soccer Website (<http://www.sportsneuropsychologysociety.com/find-a-doctor/>)
 - e. Updated concussion diagnosis and management information
2. US Youth Member Defendants² will include these links and information on their websites and recommend that their respective members³ do so as well.

B. Referee Education

1. Licensed referees

² The term “US Youth Member Defendants” shall mean, US Youth Soccer Association, Inc.; American Youth Soccer Organization; National Association of Competitive Soccer Clubs, Inc.; and California Youth Soccer Association, Inc..

³ The terms “members” and “respective members” when referring to the US Youth Member Defendants shall mean their respective state associations, leagues, clubs and teams as may be applicable to the particular US Youth Member Defendant.

- a. On an annual basis, all referees licensed through the U.S. Soccer system will be required to review the concussion video as well as concussion information/protocols which will be made part of course materials.
- b. Referee newsletters to include concussion information and updates.

2. Unlicensed referees

- a. U.S. Soccer recommends that any US Youth Member Defendants who utilize referees not licensed through the U.S. Soccer system require that such referees, on an annual basis, confirm that they have reviewed the concussion video as well as concussion information/protocols available on the U.S. Soccer sports medicine page.
- b. US Youth Member Defendants who utilize referees not licensed through the U.S. Soccer system will require that such referees, on an annual basis, confirm that they have reviewed the concussion video as well as concussion information/protocols available on the U.S. Soccer sports medicine page.
- c. US Youth Member Defendants will recommend that their respective members do the same.

C. Coaching Education

1. Licensed coaches

- a. On an annual basis, all coaches licensed through the U.S. Soccer system will be required to review the concussion video as well as concussion information/protocols which will be made part of course materials.
- b. Coaching newsletters to include concussion information and updates.

2. Unlicensed coaches

- a. U.S. Soccer recommends that any US Youth Member Defendants who utilize coaches not licensed through the U.S. Soccer system require that such coaches, on an annual basis, confirm that they have reviewed the concussion video as well as concussion information/protocols available on the U.S. Soccer sports medicine page.
- b. US Youth Member Defendants who utilize coaches not licensed through the U.S. Soccer system will require that such coaches, on

an annual basis, confirm that they have reviewed the concussion video as well as concussion information/protocols available on the U.S. Soccer sports medicine page.

- c. US Youth Member Defendants will recommend that their respective members do the same.

D. Parent and Legal Guardian Education

1. U.S. Soccer and each of the US Youth Member Defendants will direct parents and/or legal guardians to the concussion video, information and links on their respective websites.
2. U.S. Soccer and each of the US Youth Member Defendants will encourage parents and/or legal guardians of all youth players to become informed on the issue of concussion symptoms, diagnosis and management.
3. U.S. Soccer and each of the US Youth Member Defendants will recommend that parents and/or legal guardians of all youth players discuss the subject of concussions with their children-players and the need to be candid about any injury they may sustain.
4. For players on youth National and Development Academy teams, U.S. Soccer will require that parents and/or legal guardians of such players acknowledge annually that they have reviewed and understand the concussion video and parent information on concussion symptoms, diagnosis and management and that they have discussed these issues and the need to be candid with coaches and referees about any injury they may sustain with their players.
5. U.S. Soccer recommends to US Youth Member Defendants and the US Youth Member Defendants will recommend to their members that they require that parents and/or legal guardians of youth players to acknowledge annually that they have reviewed and understand the concussion video and parent information on concussion symptoms, diagnosis and management and that they have discussed these issues and the need to be candid with coaches and referees about any injury they may sustain with their players.

E. Player Education

1. U.S. Soccer and each of the US Youth Member Defendants will direct players to the concussion video, information and links on their respective websites.
2. U.S. Soccer and each of the US Youth Member Defendants will encourage all youth players to become informed on the issue of concussion symptoms, diagnosis and management.

3. U.S. Soccer and each of the US Youth Member Defendants will encourage all youth players to be candid with their parents and/or legal guardians, coaches and referees about any injury they may sustain.
4. For players on youth National and Development Academy teams over the age of 13, U.S. Soccer will require that such players acknowledge annually that they have reviewed and understand the concussion video and player information on concussion symptoms, diagnosis and management.
5. U.S. Soccer recommends to US Youth Member Defendants and the US Youth Member Defendants will recommend to their members that they require youth players over the age of 13 to acknowledge annually that they have reviewed and understand the concussion video and player information on concussion symptoms, diagnosis and management and that they understand the need to be candid with parents and/or legal guardians, coaches and referees about any injury they may sustain.

II. MEDICAL PERSONNEL

A. Youth National Teams and Development Academy Teams

1. U.S. Soccer will continue to require a Health Care Professional (ATC) knowledgeable in the diagnosis and management of concussions be present for all youth national team games.
2. The U.S. Soccer Development Academy will require all clubs to have a Health Care Professional (ATC) knowledgeable in the diagnosis and management of concussions present for all Academy home games at every Academy age group (U-13/14, U-15/16, and U-17/18), beginning January 1, 2016.
 - a. This will include any “friendlies” or approved outside competitions that are hosted by the Development Academy club at any of their home venues.

B. US Youth Members Defendants

1. U.S. Soccer recommends that an adequate number of health care providers (HCP) be present for all “major youth tournaments” and accessible to coaches, referees and athletes as needed during play.
 - a. For this purpose, a “major youth tournament” is intended to mean
 - (1) a tournament played over multiple days,

- (2) where age-group-based champions will be determined,⁴ and
 - (3) in which 64 or more teams (excluding teams U10 and younger) are entered.
- b. The HCP should be a licensed health care professional such as an athletic trainer certified (ATC), or a physician (MD/DO), with a skill set in emergency care and sports medicine injuries and with knowledge and experience related to concussion evaluation and management.
 - c. Each “major youth tournament” hosting entity should collaborate and communicate with an HCP, if available, on an overall emergency action plan and discuss the management of environmental injuries, injury prevention, head injury management and return to play matters.
2. US Youth Members Defendants will recommend to each of their members that they comply with items 1.a.-c. above.

III. CONCUSSION MANAGEMENT

A. Baseline Testing

1. U.S. Soccer will continue to require baseline testing for all youth national teams.
2. The U.S. Soccer Development Academy will require baseline testing for all Development Academy teams.
3. For the US Youth Member Defendants, though not a recommendation, U.S. Soccer will note that:
 - a. Baseline testing is another tool that is available for concussion diagnosis and management.
 - b. The use of neuropsychological baseline testing such as ImPact (<https://www.impacttest.com>) or comparable testing systems utilized by local HCPs.

⁴ A “major youth tournament” does not include regular league play or non-league matches.

- c. Members are encouraged to seek out local sports medicine programs that offer accessible and cost effective neurocognitive testing for both baseline and post injury evaluations.
 - d. The results should be interpreted and used only as an additional tool for the management and return to play. These tools should be used by Health Care Providers who have knowledge and expertise in concussion management.
4. US Youth Member Defendants will include information about baseline testing as a tool for concussion diagnosis and management on their respective websites.

B. Assessment of Players

1. Youth National Teams and Development Academy Teams -- Games

- a. The U.S. Soccer National Teams and Development Academy will have a qualified HCP on the sidelines during games.
- b. Any player who sustains a significant blow to the head or body, who complains about or is exhibiting symptoms consistent with having suffered a concussion or is otherwise suspected of having sustained a concussion will be evaluated on the sideline by the HCP.
- c. HCP will perform SCAT3 and modified BESS to evaluate players on the field/sideline.
- d. Unless the HCP present determines that the player has not suffered a concussion, the player will not be permitted to return to play until the player has successfully completed the graduated return-to-play (“RTP”) protocol described below and has been cleared to RTP by a physician.
 - (1) No coach shall permit a player who has been removed from a game for a concussion assessment shall allow that player to RTP until cleared to do so by an on-site HCP.
 - (2) If a coach seeks to allow a player who been removed from a game for a concussion assessment and who has not been cleared to RTP by the on-site HCP to re-enter the game, the referee shall allow the player to return to the field but shall
 - (a) not restart play,
 - (b) direct the player to leave the field of play and

- (c) direct the coach to remove the player and select a substitute.
 - (3) If a coach seeks to allow a player to re-enter the game who been removed from a game for a concussion assessment and who has not been cleared to RTP by the on-site HCP, the referee shall issue a warning to the coach. If a coach persists in seeking to allow such player to re-enter the game after having been issued a warning, the referee shall be entitled to take such other disciplinary measures as are permitted.
- 2. Youth National Teams and Development Academy Teams -- Practice
 - a. Any player who, during practice, sustains a significant blow to the head or body, who complains about or is exhibiting symptoms consistent with having suffered a concussion or is otherwise suspected of having sustained a concussion must be evaluated by an HCP before the player will be allowed to return to practice.
 - b. An HCP, if present on-site, will perform SCAT3 and modified BESS to evaluate players on the field/sideline.
 - c. Unless an HCP determines that the player has not suffered a concussion and clears the player to RTP, the player will not be permitted to return to practice or play until the player has successfully completed the graduated RTP protocol described below and has been cleared to RTP by a physician.
- 3. U.S. Soccer Recommendations for Youth Member Defendants – Games Where an HCP is Present
 - a. U.S. Soccer recommends to all US Youth Member Defendants that, where an HCP is present at games, any player who sustains a significant blow to the head or body, who complains about or is exhibiting symptoms consistent with having suffered a concussion or is otherwise suspected of having sustained a concussion must be evaluated on the sideline by the on-site HCP.
 - b. The on-site HCP will perform SCAT3 or Child SCAT 3, as applicable, and modified BESS to evaluate players on the field/sideline.
 - c. Unless the on-site HCP determines that the player has not suffered a concussion, the player will not be permitted to return to play until the player has successfully completed the graduated RTP protocol described below and has been cleared to RTP by a physician.

- (1) No coach shall permit a player who has been removed from a game for a concussion assessment shall allow that player to RTP until cleared to do so by an on-site HCP.
 - (2) If a coach seeks to allow a player who been removed from a game for a concussion assessment and who has not been cleared to RTP by the on-site HCP to re-enter the game, the referee shall allow the player to return to the field but shall
 - (a) immediately stop play,
 - (b) direct the player to leave the field of play and
 - (c) direct the coach to remove the player and select a substitute.
 - (3) If a coach seeks to allow a player to re-enter the game who been removed from a game for a concussion assessment and who has not been cleared to RTP by the on-site HCP, the referee shall issue a warning to the coach. If a coach persists in seeking to allow such player to re-enter the game after having been issued a warning, the referee shall be entitled to take such other disciplinary measures as are permitted.
4. U.S. Soccer Recommendations for US Youth Member Defendants – Games and Practices Where No HCP is Present
- a. U.S. Soccer recommends to all US Youth Member Defendants that where no HCP is present at a game or practice, any player who sustains a significant blow to the head or body, who complains about or is exhibiting symptoms consistent with having suffered a concussion or is otherwise suspected of having sustained a concussion must be evaluated by an HCP before the player will be allowed to return to practice or play.
 - (1) No coach shall permit a player who has been removed from a game for a concussion assessment shall allow that player to RTP until cleared to do so by an HCP.
 - (2) If a coach seeks to allow a player who been removed from a game for a concussion assessment to re-enter the game, the referee shall allow the player to return to the field but shall
 - (a) immediately stop play,
 - (b) direct the player to leave the field of play and

(c) direct the coach to remove the player and select a substitute.

(3) If a coach seeks to allow a player to re-enter the game who been removed from a game for a concussion assessment, the referee shall issue a warning to the coach. If a coach persists in seeking to allow such player to re-enter the game after having been issued a warning, the referee shall be entitled to take such other disciplinary measures as are permitted.

b. Unless an HCP determines that the player has not suffered a concussion and clears the player to RTP, the player will not be permitted to return to practice or play until the player has successfully completed the graduated return-to-play (“RTP”) protocol described below and has been cleared to RTP by a physician.

5. US Youth Member Defendants

a. The US Youth Member Defendants accept the recommendations of U.S. Soccer set forth in items 3 and 4 above and will recommend that each of their respective members follow such recommendations as well.

C. RTP Protocol

1. Youth National Teams and Development Academy Teams

a. For any player removed from practice or play who has been diagnosed as having suffered a concussion, the player will not be permitted to return to practice or play until the player has successfully completed a graduated RTP protocol under the guidance of an HCP.

b. The graduated RTP protocol will consist of at least the following steps:

(1) the player must be symptom free at rest for 24 hours before commencing the protocol;

(2) the player must be symptom free after moderate activity for 24 hours;

(3) the player must be symptom free after heavy activity for 24 hours;

- (4) player will retake baseline tests (SCAT3, BESS, and imPACT);
- (5) neuropsychologists must review and interpret impact test versus baseline; and
- (6) HCP must confirm that the player has completed the RTP process and a physician must make the final RTP decision.

2. U.S. Soccer Recommendations for US Youth Member Defendants

- a. U.S. Soccer recommends that all US Youth Member Defendants follow the graduated RTP protocol (not including steps 1.b. (4)-(5) unless the player has a baseline test and access to a neuropsychologist).

3. US Youth Member Defendants

- a. The US Youth Member Defendants accepts the recommendation of U.S. Soccer set forth in item 2 above and will recommend that each of their respective members follow such recommendation as well.

D. Development Academy Concussion Monitoring

1. Although not a requirement, U.S. Soccer hopes to incorporate its Electronic Medical Records system (EMR) into the Development Academy program which will have the ability to track injury incidence including concussions.

IV. SUBSTITUTION RULES

A. U.S. Soccer Youth National Teams

1. Youth national teams will continue to be bound by the substitution rules of the events in which they participate.

B. Development Academy

1. If a player suffers a significant blow to the head, is suspected of having suffered a concussion or has an apparent head injury during the course of a game, the club must remove the player from the game for a medical evaluation by a HCP knowledgeable in the diagnosis and management of concussions.
2. A substitution for the evaluation of the concussion/head injury will not count against the team's total number of allowed substitutions and substitution moments in the Development Academy game.

3. If the player with the suspected head injury has received clearance from the HCP to return to the game, the player may re-enter at any stoppage of play.
4. The evaluated player must replace the original substitute; this medical concussion substitution will NOT count as a substitution or a substitution moment.
5. The player that was temporarily substituted into the game for the player with the suspected head injury will be considered an available substitute and permitted to re-enter the game as a standard substitute per Development Academy rules.
6. Note that any cautions assessed to the substituted player will carry with that player throughout the remainder of the game, any red card to the substitute would apply to the team and the team would be required to utilize a substitution (if available) for the player with the suspected head injury to replace a different player.

C. U.S. Soccer Recommendations for US Youth Member Defendants

1. U.S. Soccer recommends that, to the extent the US Youth Member Defendants and their members do not allow unlimited substitutions in connection with any games or tournaments, they follow the new Development Academy substitution rules set forth in B.1.-6. above.

D. US Youth Member Defendants

1. The US Youth Member Defendants accept the recommendation of U.S. Soccer set forth in items C. above and will recommend that each of their respective members follow such recommendation as well.

V. HEADING

A. U.S. Soccer Recommendations

1. U11 and younger.
 - a. U.S. Soccer recommends that players in U11 programs and younger shall not engage in heading, either in practices or in games.
2. U12 and U13.
 - a. U.S. Soccer further recommends for players in U12 and U13 programs, that heading training be limited to a maximum of 30 minutes per week with no more than 15-20 headers per player, per week.

3. All coaches should be instructed to teach and emphasize the importance of proper techniques for heading the ball.

B. US Youth Member Defendants

1. The US Youth Member Defendants accept the recommendations of U.S. Soccer set forth in item A. above and will recommend that each of their respective members follow such recommendations as well.

EXHIBIT C TO SETTLEMENT AGREEMENT

Joint Statement

The named Plaintiffs in the *Mehr* youth soccer concussion litigation and the US Defendants, including the United States Soccer Federation, United States Youth Soccer Association, American Youth Soccer Organization, US Club Soccer and the California Youth Soccer Association are pleased to announce a resolution of the lawsuit.

The United States Soccer Federation and the other youth member defendants, with input from counsel for the plaintiffs, have developed a sweeping youth soccer initiative designed to (a) improve concussion awareness and education among youth coaches, referees, parents and players; (b) implement more uniform concussion management and return-to-play protocols for youth players suspected of having suffered a concussion; (c) modify the substitution rules to insure such rules do not serve as an impediment to the evaluation of players who may have suffered a concussion during games; and (d) eliminate heading for children 10 and under and limit heading in practice for children between the ages of 11 and 13. The complete details of the initiative along with a more comprehensive player safety campaign will be announced by U.S. Soccer in the next 30 days.

Steve Berman, lead counsel for the plaintiffs said: “We filed this litigation in effort to focus the attention of U.S. Soccer and its youth member organizations on the issue of concussions in youth soccer. With the development of the youth concussion initiative by U.S. Soccer and its youth members, we feel we have accomplished our primary goal and, therefore, do not see any need to continue the pursuit of the litigation. We are pleased that we were able to play a role in improving the safety of the sport for soccer-playing children in this country.”

Daniel Flynn, Chief Executive Officer of the United States Soccer Federation representing the Federation and the other youth members said: “We are proud to be leaders in the areas of concussion education and management. The development of a player safety initiative was under way before the current lawsuit was filed. In constructing the concussion component, U.S. Soccer sought input from its medical science committee which includes experts in the field of concussion diagnosis and management, as well as from its technical advisors, and worked with its youth members to develop a true consensus-based program. We are pleased that the plaintiffs and their counsel recognize the steps we have taken and look forward to sharing the benefits of the youth concussion initiative with parents, players, coaches and officials.”