

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

PUERTO RICO SOCCER LEAGUE NFP
CORP., JOSEPH MARC SERRALTA
IVES, MARIA LARRACUENTE, and
FUTBOL BORICUA (FBNET), Inc.,

Plaintiffs,

v.

FEDERACION PUERTORRIQUEÑA DE
FUTBOL, INC., IVAN RIVERA-
GUTIERREZ, JOSE “CUKITO”
MARTINEZ, GABRIEL ORTIZ, LUIS
MOZO CAÑETE, FÉDÉRATION
INTERNATIONALE DE FOOTBALL
ASSOCIATION (“FIFA”), and
CONFEDERATION OF NORTH,
CENTRAL AMERICA AND CARIBBEAN
ASSOCIATION FOOTBALL
(CONCACAF),

Defendants.

CIVIL ACTION NO. 23-1203(RAM)

COMPLAINT FOR DAMAGES FOR
SHERMAN ANTITRUST ACT VIOLATIONS
AND DEMAND FOR JURY TRIAL

FOURTH AMENDED COMPLAINT

TO THE HONORABLE COURT:

COME NOW the Plaintiffs, PUERTO RICO SOCCER LEAGUE NFP CORP., JOSEPH MARC SERRALTA IVES, MARIA LARRACUENTE, and FUTBOL BORICUA (FBNET), Inc., represented by the undersigned counsel and very respectfully file their Fourth Amended Complaint¹, and ALLEGE, SET FORTH and PRAY:

Nature of the Case

¹ The present document is an exact replica of the Third Amended Complaint, which has been redacted only to exclude the dismissed allegations under the RICO Act and Commonwealth of Puerto Rico laws as to all plaintiffs and defendants, the Sherman Act claims brought by Juan Miguel Cornejo and Jose R. Olmo-Rodriguez, and the title of the First Claim for Relief.

1. Plaintiffs, all football soccer industry (from now on, referred to as the “industry” or “trade”) professionals, complain of a scheme perpetrated by all Defendants, who are all part of football soccer’s federative arm in Puerto Rico, Federación Puertorriqueña de Fútbol, Inc. (“Federation” or “FPF” or “Puerto Rico Soccer Federation”), and its governing bodies, Fédération Internationale de Football Association (hereinafter “FIFA”) and Confederation of North, Central and Caribbean Association Football (“CONCACAF”), to conspire in restraint of trade and to conspire in violation of anti-racketeering laws, to exclude Plaintiffs from the “industry” with the purpose of maintaining control of the Federation and enriching themselves and their associates by benefitting from the football soccer infrastructure developed by others, not the Federation. Said pattern of conduct resulted in the exclusion of Plaintiffs from conducting football soccer operations, or business, in Puerto Rico, voting in federative affairs and elections, or holding federative positions that would have placed in jeopardy the Defendants’ control of the Federation.

2. Plaintiffs bring this civil action to rectify violations of the Sherman Act, 28 U.S.C. §§ 1331, 1337, for the Federation’s, and its co-Defendants’, restraint of trade of Plaintiffs, and its monopolization, attempted monopolization, conspiracy, or combination to monopolize, injuring Plaintiffs.

3. All conditions precedent to the filing of this lawsuit have been met or are not applicable.

PARTIES

Plaintiffs

4. Plaintiff PUERTO RICO SOCCER LEAGUE NFP CORP. (“PRSL”) is a Puerto Rico for profit corporation. In operation since 2008, it operated the island’s top league until Defendants’ interference in 2019.

5. Plaintiff Joseph Marc “Joey” Serralta Ives is *sui juris* and owner, Chairman and President of PRSL, and domiciled in Houston, Texas. Joey Serralta is a former professional football soccer player from Puerto Rico, National Team member and Captain, member of the Puerto Rico Soccer Hall of Fame (“Salón de la Fama del Fútbol”), founder of the Puerto Rico Islanders F.C. and Houston Hurricanes, F.C. (precursor to the MLS’s Houston Dynamo F.C.), member of the United Nations Sports for Climate Action since 2019 and United Nations Football for the Goals since 2023, advancing PRSL’s goals in the island and worldwide, and implementing United Nations’ climate action initiatives in Puerto Rico, through the massification of the sport via the construction of the SafeStadium model in ten (10) initial autonomous municipalities in Puerto Rico.

6. Plaintiff Maria Larracuente is a member of Bayamon Soccer Club’s Board of Directors and administrative staff, as well as past member of the Federation’s Board of Directors, past Director of Competition for PRSL, and CONCACAF² game commissioner and venue manager. She was the leading candidate for the FPF presidency in the March 2023 federative elections, yet the Defendants illegally blocked her candidacy for President.

7. Plaintiff Futbol Boricua (“FBNET”), Inc., is a non-profit corporation registered in Puerto Rico and the island’s top football soccer media source since 2011, responsible for publishing soccer news, scores, opinions, interviews, and editorials, some critical of Defendants FPF and Rivera, as would be expected of a free and unbiased press. In 2018, it entered into an agreement with PRSL to transmit live all its games when the LigaPro would resume in 2019, invested in audiovisual equipment and personnel, and spent a significant number of manhours planning. These plans ended with Defendants’ illegal interference with Plaintiff PRSL in 2019.

² The Confederation of North, Central America and Caribbean Association Football (CONCACAF) was founded in 1961 and serves as the organizing body for 41 national associations, including the United States, and spans from Canada in the north to Suriname in the south.

Defendants

8. Defendant Federación Puertorriqueña de Fútbol (“Federation” or “FPF” or “Puerto Rico Soccer Federation”), is a corporation created and registered under the laws of Puerto Rico and the island’s football soccer federative body which is an affiliate of FIFA³, also known as a “National Association”.

9. Defendant Ivan E. Rivera-Gutiérrez (Rivera) is the President of the Federation since March 2019. Before becoming President, he was the President of the Jaguares de Corozal Soccer Club, Inc. and Executive Director of the “Liga Central”, an amateur league in Puerto Rico. As President of the Federation, he communicated via email and mail with FIFA and CONCACAF, back and forth, as well as with FPF’s members and affiliates, and COPUR, to advance the fraudulent conspiracy and unlawful monopolistic practices.

10. Defendant José “Cukito” Martinez (“Martinez”) is Vice President of the Federation since March 2019. Before becoming Vice President, he operated Escuela de Futbol Taurinos de Cayey, Inc., and, in late 2018 and early 2019, met with members of PRSL and the Mayor of Cayey to discuss his role in managing one of the ten clubs that PRSL was going to operate in the 2019-2020 season, and discussed with PRSL its SafeStadium concept and business plan of expansion and massification. Instead, he stopped contact with Plaintiffs PRSL and Serralta, in the midst of finalizing new season plans, joined Defendant Rivera, and together won President and Vice President roles within the Federation, and once they achieved power, sabotaged Plaintiffs PRSL and Serralta and blocked their League and plans, without notice, without due process, and in violation of their fiduciary duties of care, loyalty, and good faith towards its members.

³ Founded in 1904 to provide unity among national football soccer associations, the Federation Internationale de Football Association (FIFA) has 209 members and Puerto Rico is one. It oversees all regional and national associations, as well, as its members, affiliates and their respective staff and players.

11. Defendant Gabriel Ortiz (“Ortiz”) is the Secretary General of the Federation (“FPF”) who sent most of the email communications made throughout this antitrust conspiracy to Plaintiffs, FPF’s members and affiliates, and others, to advance the monopoly scheme.

12. Defendant Luis Mozo Cañete (“Mozo”) is the Auxiliary Secretary of the Federation who advises the co-Defendants and writes the official formal communications for the President and Secretary General, who later sign and email them.

13. Defendant, Fédération Internationale de Football Association a/k/a FIFA (hereinafter “FIFA”), is a private international membership-based association, which identifies itself as “an association registered in the Commercial Register of the Canton of Zurich in accordance with Art. 60 ff. of the Swiss Civil Code.”⁴ It is a self-declared, international governing body for soccer. Its voting members are the 211 affiliated National Federations that FIFA authorizes to act on its behalf in countries around the world, including Defendant, Federación Puertorriqueña de Fútbol, in Puerto Rico, and according to the Defendants in Puerto Rico, an indispensable party to the litigation.

14. Defendant, Confederation of North, Central and Caribbean Association Football (“CONCACAF”), is one of the six regional bodies of FIFA. To help adopt, enforce and effectuate FIFA rules and policies, FIFA’s affiliated National Federation members belong to a network of six regional governing bodies (known as “Confederations”). The regional Confederations assist FIFA in enforcing its policies and rules within their regions. The Confederation that covers Puerto Rico is the Confederation of North, Central and Caribbean Association Football (“CONCACAF”). Defendant FPF has been a member of CONCACAF since 1964. CONCACAF is a non-profit company registered in Nassau, Bahamas, and headquartered in Miami, Florida, at 161 NW 6th

⁴ FIFA STATUTES, at 10, Art. I.1(1) (June 2019).

Street, Miami, FL 33166, and according to the Defendants in Puerto Rico, an indispensable party to the litigation.

15. Defendants John Doe 1-18 are individuals, or corporate entities, whose identities remain undetermined at this moment, who conspired with Defendants in their illegal schemes and/or are also liable to the Plaintiffs. Defendants FPF, Rivera, Martinez, Ortiz, and Mozo, nevertheless, assert in their Answer and Affirmative Defenses to Plaintiffs' Second Amended Complaint, that FIFA and CONCACAF are indispensable parties. Accordingly, FIFA and CONCACAF take the place of John Doe 1-2.

16. Insurance companies A, B, and C are companies that issued insurance policies that provide coverage for the claims presented and their identities are unknown at this moment.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction over Plaintiffs' antitrust claims pursuant to 28 U.S.C. §§ 1331 and 1337 because Plaintiffs' claims arise under laws of the U.S. that regulate commerce and protect commerce against restraints and monopolies: Section 1 of the Sherman Act (15 U.S.C. § 1). Therefore, the Court has jurisdiction under 28 U.S.C. § 1331.

18. This Court has *in personam* jurisdiction over Defendant FPF because it (a) transacts substantial business in this District; (b) is incorporated in this District under Commonwealth of Puerto Rico law; (c) engages in antitrust violations in substantial part in this District; (d) organizes and holds matches in this District; (e) sanctions entities in this District and receives fees for FIFA sanctioned soccer events played in this District; (f) engages in a conspiracy and group boycott that is intended to have, and has had, an anticompetitive effect on commerce in this District; and (g) has substantial aggregate contacts with the U.S., generally, including in this District. All Defendants work for Defendant FPF and reside in Puerto Rico, except Defendants CONCACAF

and FIFA, which are registered and headquartered outside of Puerto Rico and the United States.

19. This Court has diversity jurisdiction over the parties pursuant to 28 U.S.C. § 1332, since Plaintiffs and Defendants are not citizens of the same state, in this case the Commonwealth of Puerto Rico, and as such there is diversity of citizenship amongst plaintiffs and defendants.

20. Venue is proper in the District of Puerto Rico. The Federation is located geographically within the territory of Puerto Rico. A substantial part of the events, or omissions, giving rise to Plaintiffs' claims occurred in Puerto Rico. 28 U.S.C. §1391(a)(2). All Defendants transacted their affairs in Puerto Rico. 18 U.S.C. §1965(a).

FACTUAL BACKGROUND

FIFA and the football soccer world

21. A football soccer club affiliated with a FIFA-sanctioned league, its staff and players, are subject to disciplinary action from both FIFA and from the applicable regional Confederation, such as CONCACAF, and National Association, such as FPF, if it violates FIFA's rules. Moreover, football soccer players participating in any unsanctioned match may also face discipline, including a group boycott through ineligibility to participate in the FIFA World Cup and other prestigious FIFA-affiliated competitions, as well as a prohibition on being transferred, i.e., traded to or signed by another FIFA-affiliated club. Because of the FIFA penalties and threats involved, a League tournament in the Commonwealth of Puerto Rico not sanctioned by Defendant FPF cannot be successful, as it cannot attract the participation of the highest quality teams and players, nor attract investors and sponsors. The result is that Defendant FPF, as the FIFA-affiliated sanctioning authority in Puerto Rico, has monopoly power to control access to the relevant market for League tournaments in the Commonwealth of Puerto Rico.

22. To be affiliated with FIFA, all Confederations, National Associations, leagues, clubs, referees, game commissioners, venue managers, and players must comply with FIFA's rules, as implemented and enforced by the Confederations and National Associations, including the rule that all league tournaments must be sanctioned by the National Association in whose territory the match will be played, Puerto Rico in this case.

23. All FIFA and CONCACAF competitions are run by game commissioners, venue managers, and referees, who work for the different national associations and who receive particular training and experience, and are, therefore, recognized as FIFA, or CONCACAF qualified. All FIFA, and CONCACAF's requests to national associations to make their personnel available for FIFA, and CONCACAF, competitions are channeled through the particular national association, in our case FPF.

24. Any violation of FIFA rules is subject to discipline.⁵ For example, a National Association that sanctions a League tournament in violation of FIFA rules may be subject to expulsion from FIFA.⁶ A player who competes in an unsanctioned game or match risks being deemed ineligible to participate in prestigious FIFA-sanctioned competitions, including the FIFA World Cup, or to be transferred to a FIFA-affiliated team-which makes it impossible, as a practical matter, for any FIFA-affiliated league or club to participate in an unsanctioned event in Puerto Rico.⁷

⁵ FIFA STATUTES at 17, Art. II.14(2).

⁶ Art. II.17(1)(b) ("The Congress may expel a member association if it seriously violates the Statutes, regulations, or decisions of FIFA.."); FIFA DISCIPLINARY CODE, 14-15, tit. II.15(1) (2019) <https://resources.fifa.com/image/upload/fifa-disciplinary-code-2019-edition.pdf?cloudid=eukqwuptuclcddzqjdlu> ("[A]nyone who fails to comply with another final decision passed by a body, a committee, or an instance of FIFA.[is subject to discipline].").

⁷ See *generally* FIFA STATUTES at 10-11, Art. I.2(g) ("The objectives of FIFA" include "to promote integrity, ethics and fair play with a view to preventing all methods or practices . . . which might jeopardize the integrity of matches, competitions, players, officials and member associations or give rise to abuse of association football"); FIFA DISCIPLINARY CODE at 7, tit. I.2(c) (players may be banned from "taking part in any football-related activity").

25. Accordingly, by virtue of its agreements with FIFA and others, Defendant FPF maintains monopoly sanctioning power and exclusive control over access to the relevant market for League tournaments in Puerto Rico. Defendant FPF utilizes this monopoly power, since 2019, to restrict output in the relevant market and to enhance the value of events promoted by it, despite the Defendant Federation not having organized or operated the island's top league before 2019, and despite Defendant FPF not having afforded Plaintiffs PRSL and Serralta due process and notified them in advance, or at any time, that it would not be able to operate its LigaPro, in the future, because Defendant FPF would be operating a competing league, in the future, even more so considering Defendant FPF knew of Plaintiffs PRSL's and Serralta's plans in advance, and knew Plaintiff PRSL had been in operation since 2008.

PRSL's *LigaPro* (*ProLeague*) and Joseph Marc Serralta-Ives

26. Plaintiff PRSL's business centers on organizing and promoting its LigaPro (*ProLeague*) football soccer tournaments, matches and events in Puerto Rico and around the world since its founding in 2008. It had been Puerto Rico's top soccer league ("Liga Superior") since 2008, until Defendant FPF caused its unwarranted and unforeseen interruption in 2019. Plaintiff PRSL operated with the authorization of Defendant FPF, which annually issued its "aval" (in Spanish) or affiliation.

27. The collapse of Puerto Rico's economy, starting in 2004, and the additional collapse of Puerto Rico's infrastructure, as a consequence of Hurricane Maria on September 17th, 2017⁸, which left the island without electrical power for one year, caused Plaintiff PRSL to see its 2018-2019 season disrupted and suspended, while management addressed the lack of availability of football

⁸ Hurricane Maria. See <https://www.climate.gov/news-features/understanding-climate/hurricane-marias-devastation-puerto-rico>

soccer fields (pitches) where to play due to the devastation caused by the storm, the human exodus that followed, with over 300,000 islanders moving to the continental U.S., and once it could resume its LigaPro for the 2019-2020 season, published it far and wide since on or about August 29th, 2018.⁹

28. Following Hurricane Maria and its destruction of most if not all soccer venues in Puerto Rico, Plaintiff PRSL designed the SafeStadium model and became Signatory to the United Nations Sports for Climate Action initiative¹⁰, and since 2018 has been advancing its SafeStadium project, within the United Nations and outside with investors in climate action and sports, so it may build soccer stadia, that convert to community shelters, in Puerto Rico, since Puerto Rico's football soccer cannot progress and become world class unless it can practice and play in safe and modern venues that can host domestic and international FIFA-sanctioned matches and events.

29. Accordingly, Plaintiff PRSL organized its 2019-2020 season to highlight to its investors and sponsors, and United Nations colleagues, Puerto Rico's climate change issues and challenges, and PRSL's climate action solutions possible through football soccer, so it could start building stadia in 2020. By then, PRSL had retained world-renowned sports venue architectural firms, including Pesquera y Asociados (Madrid, Spain)¹¹, which partook in the design of the Madrid stadium where Atletico Madrid plays, Centro Deportivo Wanda Alcalá de Henares, PSD Pro

⁹ Puerto Rico's economic challenges are well documented. Annual economic growth fell by roughly 12.5 percent overall between 2004 and 2020, while Puerto Rico's population shrunk by more than 16 percent. It has also struggled under a large public debt in recent years, totaling about \$70 billion—or 68 percent of gross domestic product (GDP)—in 2020. Puerto Rico's downward spiral has been compounded by natural disasters, government mismanagement and corruption, and the COVID-19 pandemic. See <https://www.cfr.org/background/puerto-rico-us-territory-crisis>

¹⁰ <https://unfccc.int/climate-action/sectoral-engagement/sports-for-climate-action/participants-in-the-sports-for-climate-action-framework#Sports-for-Climate-Action-signatories>

¹¹ <http://www.pesquerayasociados.com/>

Sports Developments (San Antonio, Texas)¹², builders of multiple soccer-specific stadia, and Sadurni Architects + Engineers (San Juan, Puerto Rico)¹³, to act as the local architects. PRSL also retained engineers, experts in new building materials and materials testing, experts in environmental issues, land surveyors, attorneys, accountants, lobbyists, and secured land in several Puerto Rico municipalities, where to build its first two SafeStadium soccer venues, in the municipalities of Isabela and Dorado.

30. In the Municipality of Isabela, its Legislature entered Ordinance No. 18 on April 11, 2018, awarding PRSL twelve (12) acres, at Carr. 112, Km. 0.4. In the Municipality of Dorado, Mayor Carlos Lopez Rivera allowed PRSL, on March 7, 2019, to build a SafeStadium and sports complex at its Gran Parque public property comprising almost 1,000 acres. These properties are appraised at over \$100 million, and allowed PRSL to seek, and obtain, investment, financing, and sponsorship commitments. However, PRSL's disaffiliation by Defendant FPF brought these projects to a halt, since it is practically impossible to obtain financing, investment, and sponsorships for a League that is not FIFA-sanctioned.

31. On August 29th, 2018 the Puerto Rico Soccer League ("PRSL") held a Gala and Presentation of its PRSL 2.0 Business Plan at Vivo Beach Club, in San Juan.¹⁴ Hundreds attended, including FPF members of the administration that preceded the current administration, and also including members of the present administration.

¹² <http://prosportsdevelopments.com/>

¹³ <http://sadurnipr.com/>

¹⁴ PRSL introduced its Master Plan – PRSL 2.0 – for the massification of soccer; its plan for the design and construction of SafeStadium; its investors and Mayors of Municipalities that alongside PRSL were working together as public private partnerships; the owners, General Managers, coaches, trainers and members of PRSL's Superior Level soccer clubs; PRSL sponsors; and the architects, engineers and developers of the proposed stadia. Puerto Rico's soccer community attended, including many FPF members. The island's sports media provided coverage.

32. PRSL's Business Plan was announced to the island's soccer community, covered by the island's sports media, and soon thereafter, the 2019-2020 Season Itinerary was published. It would commence Saturday, October 12th, 2019; it would conclude Sunday, May 31st, 2020. Seven clubs, twenty-eight dates, to bring back top soccer to Puerto Rico, after a calamitous recovery period following Hurricane Maria.¹⁵

33. On October 16th, 2018, Defendant Jose "Cukito" Martinez communicated with Plaintiffs Joey Serralta and Puerto Rico Soccer League in 2018-2019, in person, via telephone, text messages and WhatsApp, in an effort for him to own and operate the Cayey franchise. More specifically, Plaintiffs Puerto Rico Soccer League and Joey Serralta met with the Municipality of Cayey's Mayor Rolando Ortiz Velazquez on or about July 2018, and on August 2nd, 2018, the Mayor issued a letter to Plaintiffs Serralta and Puerto Rico Soccer League, agreeing to grant Plaintiff Puerto Rico Soccer League ("PRSL") approximately 60 (sixty) acres (60 cuerdas) in Barrio Rincon, and Plaintiff build and operate a SafeStadium for the City's football soccer needs, which club was operated by Defendant Jose "Cukito" Martinez. However, Defendant Martinez did not intend to be a part of Plaintiff Puerto Rico Soccer League, but instead, to learn its business plans, share them with co-Defendant Ivan Rivera, and run for President and Vice President together, and if victorious, eliminate Plaintiff Puerto Rico Soccer League and incorporate its clubs onto the Defendant Federation's new league, LPR.

34. Consequently, on October 25th, 2018, after Jose "Cukito" Martinez had obtained Plaintiff's Puerto Rico Soccer League's business plan for 2019 forward, and taken part in meetings between Plaintiff PRSL and the Mayor of Cayey, he bailed out under a series of excuses, i.e., that the

¹⁵ 2017 saw Hurricane Maria crumble Puerto Rico's economy.

infrastructure was deficient, clearly part of the business plan being the buildout of SafeStadium venues.

2019 Defendant Rivera elected as President

35. By early 2019, the Federation did not own or operate any soccer league or tournament.

36. By early 2019, PRSL and Liga Elite owned and operated the main soccer leagues and tournaments.

37. By early 2019, Defendant Rivera was running for President of the Federation against Alberto Santiago, who was President of the Bayamon Soccer Club, Inc.

38. On March 2019, after a very intense electoral campaign, in which Defendant Rivera had misrepresented himself as a licensed engineer while running for the federative presidency, which misidentifications were made by mail and wire, even using an email address with the “Ing.” misidentification in same, Defendant Rivera was elected President, and the rest of the Defendants were elected to the Board of Directors of the Federation and/or employed in director positions that respond directly to the President, Defendant Rivera. Plaintiff Larracuente ran for the position of ordinary member and lost.

39. Defendant Jose “Cukito” Martinez conspired with Defendant Rivera, Martinez, Mozo, Ortiz, FIFA, CONCACAF, and John Doe 1-18, during on or about August 2018 to September 2019, and beyond, to sabotage PRSL’s LigaPro and its business plan including its stadium-building plans, after Defendant Martinez learned Plaintiffs’ PRSL and Serralta’s business plan by agreeing to own and operate PRSL’s club in the Municipality of Cayey, and after he accompanied Plaintiffs PRSL and Serralta to meetings with the Municipality of Cayey’s Mayor Rolando Ortiz Velazquez, to build a small SafeStadium in said municipality, in similar manner to what PRSL had arranged with other municipalities in Puerto Rico. The municipality would grant the land, PRSL would

build the stadium and operate it for a long-term period for sports and entertainment, and the public and private sector would share in the revenues generated, a blessing for these municipalities that had been ravaged by a hurricane and did not have enough funds to support a hurricane recovery plus a football soccer movement in their communities.

40. Upon information and belief, from that moment on, or thereabout, the Defendants engaged in conduct designed to maintain control of the Federation and the business associated to football soccer to enrich themselves at the expense of the existing leagues and the Plaintiffs, employing monopolistic practices, fraud and deceit, which according to the Defendants in Puerto Rico (Federation, Rivera, Ortiz, and Mozo), in conformance with newly added Defendants FIFA and CONCACAF direction, causing these Defendants to plea that FIFA and CONCACAF are indispensable parties to the litigation.

41. Defendants Rivera, Martinez, Ortiz, Mozo, FIFA, CONCACAF, and John Doe 1-18, devised a scheme to create leagues that the Federation would own and operate after eliminating the existing leagues. The scheme was twofold. One of the purposes of the scheme was to eliminate the existing leagues and replace them with leagues owned by the Federation, and, in that manner, take the money that the leagues generate, for the Federation to pay salaries and other benefits of monetary value to Defendants and their associates, thereby maintaining control of the FPF, and enriching themselves and their associates, while causing damages to the business of the leagues that the Federation would refuse to affiliate, such as PRSL and others that are not named plaintiffs herein due to their fear of retaliation from Defendants. Second, as FPF club members who participate in the Superior league have a direct vote for the President, and the rest of the members of the Board of Directors, in the elections, by eliminating PRSL's Superior league, the Defendants

eliminated the prospect of having about ten (10) teams that would not vote for them in future elections.

42. Upon information and belief, from that moment on, Defendants repeatedly met, conferred, discussed, and agreed, on the acts to further the conspiracy to violate antitrust laws. To accomplish this purpose, Defendants used the wire and mail systems. Defendants also used Defendant Mozo to prepare the communications containing fraudulent misrepresentations of fact and used Defendants Rivera and Ortiz to disseminate the communications, through the wire and mail. All Defendants conspired to disseminate the communications through the wire and mail and agreed on the contents of said communications.

43. On September 20th, 2019 FPF's President, Defendant Rivera, communicated with FIFA, via email, fraudulently misrepresenting to FIFA that a number of clubs in Puerto Rico were going to participate in a competition (the PRSL LigaPro 2019-2020 Season) that was not "avalada" or affiliated to FPF.

44. That was a fraudulent misrepresentation of fact because, at the moment, PRSL was affiliated to FPF, as it had been since 2008, and two weeks away from the start of its 2019-2020 Season, programmed to commence Saturday, October 12, 2019.

45. On that same date of September 20th, 2019, FPF sent a communication ("Circular #2019-16) notifying affiliated persons of the upcoming General Assembly to be held on September 28th, 2019, in which it recognized PRSL as a member, which is evidence of PRSL's affiliation to FPF on the same date that Defendant Rivera fraudulently misrepresented to FIFA that PRSL was not affiliated, or did not have FPF's "aval". During that same date, PRSL's legal representative, attorney Ivellisse Quiñones Ocasio, was also recognized by FPF as PRSL's delegate with the

Federation. Additionally, during that time, FPF listed PRSL in its web page as one of its members in good standing.

46. On September 27th, 2019 Mr. Mattias Grafström, of FIFA, responded to FPF, with copy to CONCACAF, informing FPF that it can take action against members that participate in a tournament that was not authorized by the Federation and that the Federation was in a position to act in conformance with Article 14(1)(d) of the FPF Statutes.

47. On or about September 27th, 2019, Defendant Rivera sent an email to members of the Federation fraudulently misrepresenting that they could not participate in the PRSL because it was not affiliated to Defendant FPF, or did not have its “aval” and that FIFA and CONCACAF had instructed that only the Federation could operate a “Superior” league. Said statement constituted a fraudulent misrepresentation of fact because FIFA representative only stated that Defendant FPF could take action when its members participated in competitions that Defendant FPF did not authorize and Plaintiff PRSL was an affiliate, or had the “aval”, of Defendant FPF. Notwithstanding, the Defendants in Puerto Rico allege that their acts and conduct are sanctioned (permitted) by FIFA and CONCACAF, and thus, FIFA and CONCACAF are indispensable parties to the litigation.

48. Additionally, following receipt of said letter from FIFA, Defendant Rivera met, and/or had other FPF officers, or agents, meet with the clubs that were going to play in the PRSL’s LigaPro, and advised them that PRSL was not affiliated, or had no “aval”, to the FPF, could not operate its LigaPro, and any club or player who played in its 2019-2020 season would not be considered by the Federation for awards or membership in the National Team.

49. Club managers and players contacted Plaintiff PRSL, in late September-early October 2019, and advised it that they were being prevented from playing in its LigaPro. Notwithstanding,

the Defendant Federation never contacted Plaintiff PRSL to advise it that, despite its proper affiliation with Defendant FPF, it would no longer be authorized, i.e., sanctioned by FIFA, to conduct the League it had operated since 2008. Plaintiff PRSL had to learn that its 2019-2020 season had been sabotaged by Defendant FPF when clubs called to let it know that they had been threatened with sanctions if they played in Plaintiff PRSL's LigaPro.

50. The original Defendants assert in their Answer that Plaintiffs' allegations in the Second Amended Complaint "*unequivocally confirm plaintiffs' awareness that the Fédération Internationale de Football Association (FIFA) and the Confederation of North, Central American, and Caribbean Association Football (CONCACAF) are indispensable parties to the litigation.*" Accordingly, Defendants FPF, Rivera, Martinez, Ortiz, Mozo, FIFA, CONCACAF, and John Doe 1-18, acted in concert with FIFA and CONCACAF, and all unlawful acts attributed to FPF and its coconspirators, per Defendants, shall also be attributed to new co-Defendants, FIFA and CONCACAF.

51. This unlawful conduct caused the interruption of Plaintiff PRSL's operations, and caused Plaintiff PRSL, Plaintiff Serralta, and Plaintiff Futbol Boricua, to suffer serious economic losses that are ongoing and accruing in nature.

52. Plaintiff PRSL's 2019-2020 season was sabotaged and blocked, and Plaintiff PRSL has not been able to obtain the Federation's affiliate status since, affecting its League, clubs, owners, investors, partners, and sponsors, interfering with Plaintiff PRSL's private-public arrangements, and legislative acts, for the construction of two (2) initial SafeStadium soccer venues that convert to community shelters, in the municipalities of Dorado (agreement) and Isabela (legislative act). Towards that, Plaintiff PRSL, Plaintiff Serralta, and other owners and investors retained architects, engineers, general contractors, attorneys, accountants, lobbyists, environmental experts, economic

impact experts, branding firms, public relations and advertising firms, land surveyors, and climate action consultants, to no avail, since without Defendant FPF's certification, unlawfully withheld, a league and its clubs lack the ability to finance and build stadia. The lack of FIFA-recognition is fatal.

53. This allowed the Defendant Federation to create its own Superior league, which is called "Liga Puerto Rico" ("LPR"), using, as its main operational resources, several of the players and clubs that would otherwise have participated in PRSL's LigaPro. It also allowed the FPF to collect substantial funds that would have been earned by Plaintiff PRSL.

Electoral Fraud and Maria Larracuente

54. During the past presidency of Eric Labrador, Plaintiff Larracuente was a CONCACAF venue manager and commissioner. She earned this distinction, that few possess in Puerto Rico, after several decades of hard work with leagues, such as PRSL, and clubs affiliated to FPF, as coach and director of competitions, among other positions, after working within the FPF, as member of the FPF's Board of Directors, and later with CONCACAF, as venue manager and game commissioner of important regional competitions that were significant for the 2022 World Cup qualification. This meant that CONCACAF would frequently contact the FPF and request her services, by email, to act as venue manager, or commissioner, which represented substantial earnings for Plaintiff Larracuente. Plaintiff Larracuente had been gradually ascending in CONCACAF's ranks with the expectation of participating in the 2022 World Cup, as game commissioner.

55. However, when Defendant Rivera assumed the Presidency, he replied to CONCACAF's email communications, also by email, by fraudulently misrepresenting to CONCACAF that Plaintiff Larracuente was not available, and was able to persuade its coconspirator CONCACAF

to make the job offers to Defendant Rivera's associates, not to Plaintiff Larracuenta. This allowed Defendant Rivera to reward his associates, and assure their votes in his favor in the upcoming elections. As a result, Plaintiff Larracuenta lost earnings of at least \$1,500.00 each year since 2019.

56. On January 18th, 2023 the Federation sent an email communication with a memorandum (Circular No. 2023-04) to its affiliates announcing the opening of electoral procedures and the calendar for the regional assemblies and filings for candidacies.

57. On January 19th, 2023 the Federation sent another email with the memorandum (Circular No. 2023-05), in which Defendants fraudulently misrepresented to its members, and potential electoral candidates, that now they have to meet additional requirements that are not expressly required by FPF's statutes (which expressly lists the requirements), by requiring that candidates obtain a certification from the FPF's registry department evidencing the candidate's participation at the administrative, or executive level, of a member or affiliate, during, at least, three of the last five years. Although the statutes require that the candidate have participated at the administrative, or executive level of a member or affiliate, during, at least, three of the last five years, now the Defendants were adding the requirement of obtaining a certification from the FPF's registry department. Due to years of mishandling, the registry department does not have adequate information to make such certifications. At this moment, Plaintiffs do not know the identity of the person who originated the communication.

58. On January 31st, 2023, Plaintiff Larracuenta requested said certification because she wanted to run for President.

59. On February 1st, 2023, FPF's registry department sent an email to Plaintiff Larracuenta, fraudulently misrepresenting that she had not been part of the executive, or administrative, staff of a member or affiliate, during, at least, three of the last five years, which was a requisite for the

approval of her candidacy, and, therefore, her request was rejected. Plaintiff Larracuenta replied to this communication, disclosing and explaining her credentials, of which the Defendants in Puerto Rico were previously aware of but ignored.

60. On February 3rd, 2023, via email, Defendant Ortiz fraudulently misrepresented to Plaintiff Larracuenta that only the evidence in FPF's official files was taken into consideration to determine if a candidate met the requirement of having formed part of the managerial, or executive, staff of any affiliate when the fact is that those files have not been kept regularly, the FPF statutes do not impose that requirement and FPF, has historically relied on information provided by members, affiliates and candidates to evaluate requests for candidatures and Plaintiff Larracuenta had submitted overwhelming documentary evidence to sustain her request.

61. On February 7th, 2023 Plaintiff Maria Larracuenta filed her candidacy to the presidency of the Federation, notwithstanding the denial of the Registry Department to qualify her as a candidate.

62. On February 9th, 2023, once again, using the internet, Defendant Ortiz fraudulently misrepresented to Plaintiff Larracuenta that only the evidence in FPF's official files was taken into consideration to determine if a candidate met the requirement of having formed part of the managerial or executive staff of any affiliate, and rejected her candidacy.

63. Plaintiff Larracuenta followed the due process of appealing her case to the Federation's electoral commission, but the Secretary General, Defendant Ortiz, assumed the role of said body and, once again, used the email to deny Plaintiff Larracuenta of an objective and just outcome. When she complained about Defendant Ortiz's usurpation of powers belonging to the electoral commission and appeals commission, the complaint was then forwarded to those bodies.

64. On February 17th, 2023, the Electoral Commission fraudulently misrepresented that Plaintiff Larracuenta did not meet the requirements to be candidate to President.

65. On February 26th, 2023, the Appeals Commission fraudulently misrepresented that Plaintiff Larracuente did not meet the requirements to be candidate for President, in spite of the overwhelming evidence that she submitted, showing that she did meet the necessary requirements.

66. Plaintiff Larracuente complied with the statutory requirements and was denied participation, while at least one person who did not meet the requirements had been previously made a member of the Board of Directors by the Defendants, in clear violation of Plaintiff Larracuente's constitutional rights to due process and equal protection under the law.

67. Upon information and belief, several member clubs with vote are not in compliance with FPF's statutes, as to Department of State corporate regulations, Department of Recreation and Sports of Puerto Rico (DRD) regulations, and FPF's regulations, and, therefore, voted illegally in the March 2023 elections. Additionally, several members of the Board of Directors have been illegally named to their positions without meeting statutory requirements. Defendants have engaged in this conduct to maintain control of FPF and reward themselves and their associates.

68. Additionally, before the 2023 LPR tournament, Defendant FPF dramatically increased the price of participation, to exclude member clubs that would not vote for Defendant Rivera and his syndicate. However, after the March 2023 elections, Defendant FPF suddenly allowed clubs that did not meet requirements to participate in the LPR and dramatically lowered the price to participate. In sum, as clubs that participate in the LPR have a direct vote in the elections, Defendants manipulated the admission process to exclude persons that would not vote for them, or that they considered adversarial.

69. Moreover, upon information and belief, Defendant Rivera favored several members with substantial amounts of discretionary FIFA funds, preceding the March 2023 elections, further

denying Plaintiff Larracuente, when those who voted for Defendants would be rewarded financially at Christmastime.

70. To prevail in the upcoming elections, Defendants also illegally reorganized the metropolitan region to exclude the persons that were not part of their group and ensure that the metropolitan region's vote would go to the Defendants.

Chilling Effect

71. As most members are in the football soccer business, a suspension, like the one imposed on Plaintiffs PRSL and Larracuente, to any of them would mean substantial economic damages and the closing of their businesses.

72. Defendants made sure that FPF members were on notice of the draconian sanctions imposed on Plaintiffs and others who disagreed with their conduct by providing notice via emails, thereby, causing fear on members, and a chilling effect that led to their reelection with 27 unanimous votes.

73. On March 12th, 2023, the Defendants won the elections and kept control of the Federation.

74. The exclusion of Plaintiffs PRSL from FPF's activities, the denial of Larracuente's candidacy, illegally benefitted the Defendants to win the elections and/or to maintain control of the Federation and/or to enrich themselves and their associates.

75. On March 27th, 2023, the Federation was disaffiliated by COPUR for violating the agreement with COPUR by not recognizing TAAD's jurisdiction.

Futbol Boricua (FBNET), Inc.

76. Edwin Jusino, as Executive Director of Plaintiff Futbol Boricua (FBNET), Inc., entered into an agreement with PRSL in 2018 to transmit live its weekly games, starting October 2019. Plaintiff Futbol Boricua invested in coordinating logistics, purchased audiovisual equipment and

retained and trained personnel to cover these games and tournaments, between 2 and 4 games every weekend, for a minimum three (3) year period and option for extension, making this endeavor part of Plaintiff Futbol Boricua's future revenue generator.

77. Defendants learned of the plan, and copied it, retaining another entity to cover the Federation's Liga PR games, while leaving Plaintiff Futbol Boricua (FBNET), Inc. without a league to cover.

78. Due to Plaintiff Futbol Boricua's coverage of FPF's affairs, it was the target of several unlawful actions. After suffering economic losses due to the actions of an associate of the Defendants, who contacted Plaintiff Futbol Boricua's sponsors and threatened to conduct a boycott of their products if they continued sponsoring Futbol Boricua, thereby causing the loss of at least one sponsorship agreement.

79. On November 20th, 2022, General Counsel for Plaintiff Futbol Boricua had to write a letter to said person demanding a cease and desist of said conduct.

80. On April 17th, 2023, the Defendants attempted to inflict additional economic damages to Plaintiff Futbol Boricua, by conditioning the use of its facilities by the Liga Atlética Universitaria ("LAI") to the exclusion of Plaintiff Futbol Boricua from the activity. As Plaintiff Futbol Boricua was in charge of LAI's dissemination of the competition, LAI decided to conduct the match elsewhere and honor the contract with Plaintiff Futbol Boricua. However, the Defendants have employed these same tactics before, thereby, excluding Plaintiff Futbol Boricua from soccer business possibilities and causing economic damages.

81. Plaintiff Futbol Boricua's economic losses are estimated at more than \$84,000.00.

82. Plaintiffs sue to recover their out-of-pocket losses, compensatory damages, nominal damages, punitive damages, and attorneys' fees and expenses, and all damages permitted under the Sherman Act.

Interstate business

83. The business of football soccer in Puerto Rico is intricately connected to interstate commerce as most, if not all, of the equipment used, including but not limited to shoes, balls, uniforms, video cameras, cement, rebar, turf, components and appliances, and other materials to construct stadiums, are imported from the United States. Additionally, the use of wire and mail communications, which are facilities of interstate commerce, was an essential part of Defendants' schemes and served to further their plans. Particularly, FPF conducts substantial interstate commerce activities, consisting of travels to soccer matches and trainings to the United States, or to other countries, but traveling by and through United States airports.

Additional Facts Derived from Defendants' Answer and Affirmative Defenses to Plaintiffs'

Second Amended Complaint

84. Defendants, FPF, Ivan Rivera-Gutierrez, Jose "Cukito" Martinez, Gabriel Ortiz, and Luis Mozo Cañete, answered Plaintiffs' Second Amended Complaint, and asserted, at ¶¶ 46, 49, and 50, that "plaintiffs' awareness that the Fédération Internationale de Football Association (FIFA) and the Confederation of North, Central American, and Caribbean Association Football (CONCACAF) are indispensable parties to the litigation."

85. Defendants also asserted, at ¶ 55 of their Answer and Affirmative Defenses, that Defendant FPF established its Liga de Puerto Rico (LPR) in compliance with FIFA and CONCACAF regulations and based on an initiative from FIFA for the expansion of permanent federative national leagues.

86. In light of Defendants' position that their conduct, as alleged in Plaintiffs' Second Amended Complaint, was caused by FIFA's initiative, and was established in compliance with directives from FIFA and CONCACAF, Plaintiffs included additional Defendants FIFA and CONCACAF, and asserted that all allegations made against Defendants FPF, Rivera, Martinez, Ortiz, and Mozo, are also made against FIFA and CONCACAF.

FIRST CLAIM FOR RELIEF:

Violation of section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1

87. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint, and further state:

88. Defendant FPF is a separate economic actor from FIFA and each FIFA-affiliated Confederation and FIFA-affiliated National Association. In addition, the constituent members of each Confederation and National Association are separate economic actors.

89. The actions of Defendant FPF and FIFA in concert with each Confederation (CONCACAF) and National Association (FPF) and their respective constituent members constitutes action by separate economic actors engaged in concerted action and agreements to restrict entry into, and limit output of, the relevant market for League tournaments and events in Puerto Rico.

90. This unlawful conduct includes Defendant FPF's anticompetitive agreement to comply with the FIFA Policy that prohibits the sanctioning of any League tournament in Puerto Rico not conducted by Defendant FPF; the anticompetitive agreement by FIFA and its affiliates, Defendant FPF herein, to boycott and punish professional soccer leagues, clubs and players that participate in League tournaments in Puerto Rico without a Defendant FPF sanction, or permit, ("aval" in Spanish); and the anticompetitive agreement between Defendant FPF and FIFA to exercise its sanctioning authority in a manner that restricts output in the relevant market and enhances the

competitive market position of Defendant FPF and its economic partners, which include a travel agency owned and operated by Defendant Rivera's family.

91. The anticompetitive agreements between Defendant FPF and FIFA and their constituent member entities have been imposed and applied in interstate commerce and have unreasonably restrained interstate commerce.

92. The anticompetitive agreements between Defendant FPF and FIFA and their constituent member entities constitute inherently suspect group boycotts, which on their face would always, or almost always, tend to restrict competition and decrease output, are plainly anticompetitive, and obviously lacking any redeeming procompetitive values. Accordingly, Defendant FPF's participation in these agreements to limit the output of League tournaments and events in Puerto Rico is a *per se* violation of Section 1 of the Sherman Act.

93. These anticompetitive agreements between Defendant FPF, FIFA and their constituent member entities are also a naked restraint under the antitrust laws that cannot be justified on procompetitive grounds. Accordingly, in the alternative, Defendant FPF's participation in these agreements to limit the output of League tournaments and events in Puerto Rico is a violation of Section 1 of the Sherman Act under an abbreviated rule of reason analysis, *i.e.*, the "quick look" test.

94. The anticompetitive agreements between Defendant FPF, FIFA and their constituent member entities have had significant anticompetitive effects on the relevant market for League tournaments and events in Puerto Rico, including causing antitrust injury to consumers, sponsors and competitors in the market as alleged herein.

95. The anticompetitive agreements between Defendant FPF, FIFA and their constituent member entities serve no procompetitive purpose and have instead served to restrict output in the

relevant market for League tournaments and events in Puerto Rico. Reasonable, less restrictive means also exist to achieve any claimed procompetitive purpose of these agreements, which also renders them in violation of Section 1 of the Sherman Act under a full rule of reason analysis.

96. The anticompetitive agreements between Defendant FPF, FIFA and their constituent member entities have directly and proximately caused antitrust injury and damages to the business and property of Plaintiffs, to similarly situated competing promoters, and to consumers in the form of cancelled League tournaments and events that were to be held in Puerto Rico, precluded the ability to schedule future League tournaments and events in Puerto Rico, and thus prevented PRSL's SafeStadium plans and projects to be funded and built, after PRSL had already secured the land, building materials, and retained the professionals to design and build said stadia. Plaintiffs, competing promoters, and consumers will continue to suffer antitrust injury and damages unless Defendant FPF is enjoined from continuing to participate in these anticompetitive agreements with FIFA and others to exercise Defendant FPF's sanctioning authority to restrict output and unreasonably restrain competition in violation of Section 1 of the Sherman Act through group boycotts and other *per se* unlawful behavior.

97. The exclusion of Plaintiffs, PRSL, Larracuente, and Futbol Boricua, from the industry, and the FPF activities, violated antitrust laws because Defendants conspired to restrain trade by excluding Plaintiffs from the industry.

Prayer for relief for Sherman Act claims

98. Accordingly, Plaintiffs pray for judgment with respect to their Complaint as follows:

99. That the unlawful contracts, conspiracies, or combinations alleged herein, and the acts done in furtherance thereof by Defendant FPF and its co-conspirators, be adjudged and decreed a violation of Section 1 of the Sherman Act, 15 U.S.C. § 1;

100. That the Court enjoin Defendant FPF from continuing to adhere to its unlawful agreements with FIFA and others to unreasonably restrain trade in Puerto Rico, to cease withholding its sanctioning of League tournaments and events in Puerto Rico from Plaintiff PRSL, and excluding Plaintiff Larracuente, Futbol Boricua, and other soccer professionals, and to cease exercising its sanctioning authority to restrict output and protect the competitive position of Defendant FPF and its coconspirators, all in violation of Section 1 of the Sherman Act;

101. That the Court award compensatory and treble damages to Plaintiffs resulting from Defendant FPF's violation of Section 1 of the Sherman Act in an amount to be determined at trial;

102. That the Court award nominal damages to Plaintiffs resulting from Defendant FPF's violation of Section 1 of the Sherman Act in an amount to be determined at trial;

103. That the Court award pre-judgment and post-judgment interest at the maximum legal rate;

104. That the Court award Plaintiffs' costs, expenses, and reasonable attorneys' fees in this action; and

105. That the Court award such other relief as it may deem just and proper.

106. That the Defendants are jointly liable to the Plaintiffs for the payment of compensatory damages consequent to their actions.

107. Judgment is sought for compensatory damages in the amount of \$25,000,000.00 (\$25 million dollars) for Plaintiff Puerto Rico Soccer League, \$1,500,000.00 for Plaintiff Serralta, \$500,000.00 for Plaintiff Larracuente, and \$100,000.00 for Plaintiff Futbol Boricua.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury.

DATED this 26th day of June, 2025.

Respectfully submitted,

S/José R. Olmo-Rodríguez

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I electronically filed this document with the Clerk of Court using CM/ECF/PACER, which will send a notice of such filing to all attorneys of record in this case.

/s/ Jose R. Olmo-Rodríguez

José R. Olmo-Rodríguez, Esquire

/s/ Ibrahim Reyes

Ibrahim Reyes, Esquire