
In the Matter of THE NATIONAL WOMEN’S SOCCER LEAGUE

Assurance No. 25-002

**Investigation by LETITIA JAMES,
Attorney General of the State of New York,
KWAME RAOUL,
Attorney General of the State of Illinois,
& BRIAN SCHWALB,
Attorney General of the District of Columbia**

of

NATIONAL WOMEN’S SOCCER LEAGUE,

Respondent.

ASSURANCE OF DISCONTINUANCE

The Offices of the Attorneys General of the States of New York and Illinois and the District of Columbia (collectively, the “Attorneys General”) commenced a joint investigation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2 to 2000e-17; New York State Human Rights Law, N.Y. Exec. Law §§ 290 to 297; New York City Human Rights Law, N.Y.C. Admin. Code §§ 8-101 to 131; the District of Columbia Human Rights Act, D.C. Code §§ 2-1402.01, *et seq.*; and the Illinois Human Rights Act, 775 Ill. Comp. Stat. 5/1-101 to 5/10-105 into pervasive sexual harassment and abuse by coaches against players, and systemic failures by the National Women’s Soccer League (“NWSL” or “Respondent”) to exercise adequate oversight, institute workplace antidiscrimination policies, or appropriately respond to complaints. This Assurance of Discontinuance (“Assurance”) contains the findings of the joint investigation and the relief agreed to by the Attorneys General and Respondent (collectively, the “Parties”).

FINDINGS OF THE ATTORNEYS GENERAL

1. The Attorneys General find that the NWSL was permeated by a culture of inappropriate and abusive behavior, including sexual harassment and harassment and discrimination based upon gender, race, and sexual orientation. The Attorneys General base these findings on the October 2022 report authored by Sally Q. Yates at King & Spalding LLP, entitled *Report of the Independent Investigation to the U.S. Soccer Federation Concerning the Allegations of Abusive Behavior and Sexual Misconduct in Women's Professional Soccer*; the December 2022 report commissioned by the NWSL jointly with the National Women's Soccer League Players' Association ("NWSLPA") and jointly conducted by Covington & Burling LLP and Weil, Gotshal & Manges LLP, entitled *Report of the NWSL and NWSLPA Joint Investigative Team*; and documents produced by the NWSL and the Washington Spirit in response to subpoenas issued by the Office of the Attorney General for the District of Columbia.

2. The Yates Report and the Joint Investigative Report found that during the ten-year history of the organization, certain coaches verbally abused female players, and sexually assaulted players or coerced players into sexual relationships. Such coaches exercised enormous control over players, both on and off the field, and those coaches used this power to bully, harass, and abuse players and retaliate against those who spoke out or resisted their advances. By the end of the 2021 season, in the wake of player complaints and media reports, five of the NWSL's ten teams had separated from their coaches.

3. Numerous institutional and systemic failures contributed to the sexual assault and harassment, and harassment and discrimination based upon gender, race, and sexual orientation the NWSL reported in the Yates Report and the Joint Investigative Report. For most of its existence, the NWSL was administered by the United States Soccer Federation ("USSF"), and as

set forth below they failed to implement even the most basic workplace antidiscrimination policies. In the first eight years of its existence, it conducted only two short workplace conduct trainings, one thirty-minute session in 2017 and one sixty-minute session in 2019. It had no anti-fraternization policy until 2023. It had no written policy governing harassment or bullying until 2021.

4. The NWSL had no clear avenue for players to report safety concerns, and players expressed confusion about how to seek help or make reports. When players did come forward with concerns, the NWSL had no procedures in place to investigate allegations of wrongdoing, document the investigation, or report its findings to necessary stakeholders.

5. In certain cases, when coaches were terminated by their respective teams for misconduct, including sexual assault and harassment, and harassment and discrimination based upon gender, race, and sexual orientation, the terminating team issued a press statement thanking the coach for their service and omitting any mention of misconduct, and made no effort to inform other teams or the NWSL of the reason for their termination. The NWSL, even when it knew sexual misconduct motivated a coach's termination, also failed to provide other teams with this information or otherwise take action in an attempt to prevent that coach from being re-hired by another team in the NWSL.

6. Further, when hiring new coaches, few teams conducted any background checks, none sought player input, and most failed to conduct thorough reference checks.

7. As a result of these combined systemic failures, multiple abusive coaches bounced from one NWSL team to the next, committing horrific abuse against players, getting fired, then securing a new coaching position and beginning the cycle again with a new group of players.

8. Beginning in 2013, the NWSL administered annual player surveys. Survey results repeatedly raised serious concerns about multiple teams, including allegations of gender-based harassment, hostile work environments, and egregious sexual misconduct by coaches. NWSL officials received these survey results but rarely took action to address the player concerns reported therein. Surveys were administered by the NWSL, which often failed to share the findings with the leadership of each team, which meant the team was not made aware of their players' concerns.

9. Most teams had no human resources representative. Several also lacked adequate medical staff. Because most teams lacked a functional team hierarchy to navigate player safety disputes, coaches often overruled medical staff decisions and forced players to play against medical advice.

10. Examples of racial, sexual, and other gender-based harassment, abuse, and retaliation by coaches and of the NWSL's failure to appropriately respond occurred in each of the States that conducted this investigation.

- a. Rory Dames—the NWSL's longest-tenured coach—was the head coach of the Chicago Red Stars from 2011 until he was allowed to resign on November 21, 2021, the same day a sports psychologist retained by the Red Stars to investigate the team culture confirmed that Dames had “created a culture of fear and engaged in emotional and verbal abuse which is psychologically and emotionally harmful to players and staff.”
- b. At the professional level, player feedback provided to the NWSL as early as 2014 in the form of individual complaints and player surveys described the work environment created by Dames as a “hostile” one, characterized by sexist and

racist verbal harassment and extremely unprofessional relationships with players. Dames repeatedly made sexualized remarks about players' appearances, texted them after hours, and pressured them to attend one-on-one meals with him, during which he would discuss the players' appearances and romantic relationships. He referred to Black players as "thugs," and told another Black player that she was "acting like a gang member."

- c. Despite being aware of the hostile environment at the Red Stars since at least 2014, the NWSL failed to take reasonable measures to protect its players. When the NWSL raised complaints made by U.S. Women's National Soccer Team players about Dames to the Red Stars then-owner Arnim Whisler in 2014, Whisler responded by email, dismissing the complaints as personal vendettas by a few players who "did not start or play the way they wanted to" or who wanted to "shut down" the NWSL "so they make more money overseas." Even though it was clear that Whisler would not be taking any needed investigatory or corrective action, the NWSL simply dropped the matter about six months later. Player complaints from 2015 and 2017 about Dames' harassment of players likewise went unaddressed by the NWSL and USSF.
- d. In 2018, after years of complaints, USSF opened an independent investigation into Dames' conduct at the Red Stars in response to a renewed complaint by former Red Stars player and team captain Christen Press, who ultimately requested a trade as a result of Dames' abuse. Around the same time, another player, Samantha Johnson, complained directly to the NWSL about Dames' inappropriate relationships with players—with at least some conduct clearly rising

to the level of sexual harassment—and the team’s failure to address it; the NWSL notified Whisler of the complaint, and just six days later, Johnson was traded.

Although the NWSL initiated an investigation into Johnson’s complaint, it stopped the investigation within days at USSF’s direction.

- e. The preliminary findings of the 2018 USSF investigation included findings that Dames had created a “toxic work environment” at the Red Stars, failed to maintain professional boundaries with players, made racist comments about Black players, and retaliated against players who dared to speak out against his abuse. USSF failed to share information about these findings or the ultimate conclusions of the USSF investigation with the NWSL or the players themselves, and, once again, the NWSL failed to follow up. Dames continued to harass and abuse his players—and retaliate against those who pushed back—with impunity until his resignation in 2021.
- f. In the District of Columbia, the Washington Spirit (“Spirit”) hired Richie Burke (“Burke”) as the head coach and ignored multiple allegations of previously abusive coaching behavior raised in the two months following Burke’s hiring. One allegation was made in a *Black & Red United* article by an anonymous former player; neither the Spirit nor the NWSL ever investigated this allegation.
- g. The NWSL also failed to investigate allegations made specifically to the NWSL, as a Spirit player reported Burke’s misconduct in her response to the NWSL’s 2020 end-of-year survey, stating that Burke played “major psychological games” with players, used “demeaning language,” and threatened players’ careers.

- h. Burke created a hostile work environment at the Spirit on the basis of race and religion, in addition to the generally abusive work environment he created through his constant verbal and emotional abuse. Burke made racist jokes; used racial epithets, including the N-word; used a surgical mask to mimic religious headwear; called a game the Spirit was losing a “Holocaust;” and referred to a passing drill as a “Jew star.”
- i. The NWSL’s failure to require basic protections for players, such as an anti-harassment policy, a requirement that teams employ human resources staff, or a dedicated reporting mechanism, contributed to Burke remaining in his position as head coach for nearly three years.
- j. In New York, the Western New York Flash (“Flash”) played and was headquartered in the state until it was sold to an owner in North Carolina in 2017 and rebranded as the North Carolina Courage FC (“Courage”). While the team played in New York, Flash players endured harassment and misconduct from multiple coaches.
- k. The Flash hired Paul Riley as head coach in 2016. Riley had been terminated from his previous position as head coach of the Portland Thorns FC (“Thorns”) for egregious sexual misconduct, including coercing a player into a sexual relationship. The NWSL was fully aware of Riley’s sexual misconduct and that he was terminated for cause. Despite this awareness, when the NWSL learned the Flash was considering Riley as their new coach, NWSL leadership failed to inform Flash leadership of Riley’s history. Aaran Lines, the former Flash coach who had himself been removed from the position after players reported concerns

about Lines through the NWSL's player survey, spoke with the Thorns general manager about Riley and concluded from this conversation that there was no reason not to hire him. The Flash hired Riley.

- l. During his tenure as head coach of the Flash, Riley continued his pattern of sexually harassing players and creating a hostile work environment. For example, multiple players report that Riley regularly encouraged players to share "sexual stories" with him and others in the locker room before practice. Riley made frequent comments about players' personal relationship status and sexual orientation and often made lewd jokes.
- m. The NWSL took no action to prevent or address Riley's rampant misconduct. When the Flash was sold to North Carolina, Flash ownership enthusiastically recommended Riley to the new owner, and no one in leadership at Flash or the NWSL informed the new owner of Riley's history of sexual misconduct. Lines gave Riley a "glowing recommendation" and was a "big advocate" for him, and indicated there were no concerns with Riley, past or present. Riley was hired to stay on as head coach of the North Carolina Courage, where he continued to engage in serious sexual misconduct against his players.
- n. Riley was ultimately fired from the Courage in 2021, after a news article reported that he had a pattern of sexual misconduct reaching back nearly a decade, which included coercing multiple players into sexual relationships and retaliating against them for declining his advances, and that the NWSL failed to investigate multiple complaints it received regarding his misconduct or take any other corrective action to protect players even when it knew of his misconduct.

11. The Attorneys General find that Respondent's actions are in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2 to 2000e-17; New York State Human Rights Law, N.Y. Exec. Law §§ 290 to 297; New York City Human Rights Law, N.Y.C. Admin. Code §§ 8-101 to 131; the District of Columbia Human Rights Act, D.C. Code §§ 2-1402.01, *et seq.*; and the Illinois Human Rights Act, 775 Ill. Comp. Stat. 5/1-101 to 5/10-105.

12. The Attorneys General further find that Respondent has taken significant steps towards addressing the violations described above and improving its approach to sexual harassment and gender-based abuse, race-based harassment, and retaliation, including:

- a. Permanently banning coaches Paul Riley, Christy Holly, Rory Dames, and Richie Burke from the NWSL;
 - b. Suspending Craig Harrington and Alyse LaHue from the NWSL for two years;
 - c. Conditioning the NWSL's future employment of eight coaches and general managers (Craig Harrington, Alyse LaHue, Farid Benstiti, James Clarkson, Vera Pauw, Amanda Cromwell, Sam Greene, and Aline Reis) on satisfying a number of criteria;
 - d. Fining and sanctioning six clubs (Chicago Stars FC (formerly Chicago Red Stars), Portland Thorns FC, Racing Louisville, North Carolina Courage, OL Reign, and Gotham FC (formerly Sky Blue FC)) (a seventh club, the Washington Spirit, was sold to a new owner);
 - e. Replacing the NWSL Commissioner;
 - f. Expanding the NWSL's Human Resources office;
 - g. Signing a player-negotiated Collective Bargaining Agreement ("CBA") in 2022;
- and

- h. Revising documents, policies, and procedures regarding player safety, *see* Section 16 (Programmatic Relief).
- 13. Respondent accepts these findings and has agreed to this Assurance in settlement of the violations described above and to avoid the time, expense, and distraction of litigation.
- 14. The Attorneys General find the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the Attorneys General are willing to accept this Assurance pursuant to New York Executive Law § 63(15), D.C. Code § 2-1403.16a, and 75 Ill. Comp. Stat. 5/10-104(A)(4), in lieu of commencing a statutory proceeding for violations of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2 to 2000e-17; New York State Human Rights Law, N.Y. Exec. Law §§ 290 to 297; New York City Human Rights Law, N.Y.C. Admin. Code §§ 8-101 to 131; the District of Columbia Human Rights Act, D.C. Code §§ 2-1402.01, *et seq.*; and the Illinois Human Rights Act, 75 Ill. Comp. Stat. 5/1-101 to 5/10-105 based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

- 15. Compliance with the Law:
 - a. Respondent shall comply with all applicable laws, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2 to 2000e-17; New York State Human Rights Law, N.Y. Exec. Law §§ 290 to 297; New York City Human Rights Law, N.Y.C. Admin. Code §§ 8-101 to 131; the District of Columbia Human Rights Act, D.C. Code §§ 2-1402.01, *et seq.*; and the Illinois Human Rights Act, 75 Ill. Comp. Stat. 5/1-101 to 5/10-105.

16. Programmatic Relief:

- a. Since 2023, the NWSL has designated and hereafter shall maintain a League Safety Officer. The NWSL Safety Officer is Olivia Wynn. The NWSL Safety Officer shall submit regular reports to the NWSL Board and the USSF Safeguarding Office. If the NWSL employs a new or replacement Safety Officer, that person shall be identified to the Attorneys General within thirty days of the start date of the new Safety Officer's employment.
- b. The NWSL requires and shall continue to require each club to have a designated Player Safety Officer who reports misconduct involving player safety directly to the NWSL. To the extent the NWSL has not already done so, the NWSL shall identify these employees to the Attorneys General, and these employees, if not yet employed, shall begin their employment within thirty (30) days of the effective date of this agreement.
- c. The NWSL shall require each club prior to having any players under contract to employ dedicated human resources personnel. To the extent the NWSL has not already done so, the NWSL shall identify these employees to the Attorneys General, and these employees, if not yet employed, shall begin their employment within thirty (30) days of the effective date of this agreement.
- d. The NWSL shall ensure that coaches do not control player trades, housing, medical decisions, or other aspects of a player's life off-the-field, including housing and medical decisions. To the extent the NWSL has not already done so, the NWSL shall formalize this policy in writing and provide it to the Attorneys General for review within thirty (30) days of the effective date of this agreement.

Any of the three Attorneys General may raise objections to the policy within thirty (30) days of receipt, at which time the NWSL shall resolve the objection(s) prior to implementing the policy. If no objections are raised within thirty (30) days of receipt by the Attorneys General, the NWSL shall implement the policy within fourteen (14) days thereafter, or shall continue to implement the policy if it is already in place.

- e. The NWSL shall provide all exiting players the opportunity to have an exit interview with the NWSL, but shall not require any exiting player to participate in such an interview. The NWSL shall also provide all exiting players the opportunity to provide anonymous feedback. To the extent the NWSL has not already done so, the NWSL shall submit the exit interview and anonymous feedback process in writing to the Attorneys General for review within thirty (30) days of the effective date of this Assurance. Any of the three Attorneys General may raise objections to the process within thirty (30) days of receipt, at which time the NWSL shall resolve the objection(s) prior to implementing the process. If no objections are raised within thirty (30) days of receipt by the Attorneys General, the NWSL shall implement the process within fourteen (14) days thereafter, or shall continue to implement the process if it is already in place.
- f. The NWSL conducts and shall continue to conduct an anonymous annual survey of all players that includes questions about coach conduct, club culture, and misconduct.

- i. The NWSL shall provide a copy of the survey distributed to teams after the end of their respective 2024 seasons to the Attorneys General within thirty (30) days of the effective date of this agreement.
 - ii. For the 2025 and 2026 surveys, the NWSL shall provide a draft of the survey to the Attorneys General for their review not less than forty-five (45) days before the date upon which it is expected to be distributed. Any of the three Attorneys General may raise objections to the draft 2025 and 2026 surveys within thirty (30) days of receipt of the notice, and the NWSL shall resolve the objection(s) prior to next distributing the survey.
 - iii. If any survey response alleges misconduct affecting player or staff safety or wellbeing, the NWSL shall promptly initiate an investigation.
 - iv. The NWSL shall distribute anonymized survey results concerning player safety issues to the USSF, NWSLPA, and the Attorneys General within four (4) weeks of the survey closing.
- g. To the extent the NWSL has not already done so, the NWSL shall provide mandatory annual training(s) for all players and staff on bullying, harassment, sexual misconduct, racism, and retaliation, including reporting mechanisms and individuals' rights if subjected to any unlawful misconduct.
- i. The NWSL shall submit the most recent training curriculum to the Attorneys General for review within thirty (30) days of the effective date of this Assurance.
 - ii. Such training(s) shall clearly illustrate behaviors that violate the law using realistic scenarios.

- iii. Any of the three Attorneys General may raise objections to the curriculum within thirty (30) days of receipt, at which time the NWSL shall resolve the objection(s) prior to next implementing the curriculum. If no objections are raised within thirty (30) days of receipt by the Attorneys General, the NWSL shall conduct or continue to conduct the training annually.
- iv. Thereafter, if there is any change to the curriculum, the NWSL shall submit the revised curriculum to the Attorneys General no later than twenty-one (21) days before the training.
- v. Any of the three Attorneys General may raise objections to the curriculum revisions within fourteen (14) days of receipt (for the 2025 season) or twenty-one (21) days (for the 2026 and 2027 seasons), at which time the NWSL shall resolve the objection(s) prior to implementing the curriculum. If no objections are raised within the time periods set forth in this paragraph, the NWSL shall conduct or continue to conduct the training.
- vi. To the extent the NWSL has not already done so, the NWSL shall require written certification by all players and staff that they have completed the annual training and agree to the anti-harassment and anti-retaliation policies.
- h. The NWSL provides and shall continue to provide its mandatory annual Safeguarding Summit for League and Club HR staff and Player Safety Officers on safeguarding best practices, including mental health first aid and how to assist players to access mental health services. Players should be permitted, but not

required, to attend. The NWSL shall provide the training curriculum to the Attorneys General for review within thirty (30) days of the effective date of this Assurance. Any of the three Attorneys General may raise objections to the curriculum within thirty (30) days of receipt, at which time the NWSL shall resolve the objection(s) prior to implementing the curriculum. If no objections are raised within thirty (30) days of receipt by the Attorneys General, the NWSL shall conduct the training within sixty (60) days, and then annually thereafter. The NWSL shall provide the Attorneys General with the date upon which the training will be administered.

- i. Within thirty (30) days of the effective date of this Assurance, the NWSL shall ensure that, consistent with the terms of the CBA, each club secures the services of one (1) Mental Performance Consultant (who holds a masters or doctoral degree in sport science, psychology or a closely related field) in each market and one (1) Team clinician (who is a board certified psychiatrist or doctoral-level clinical or counseling psychologist) (collectively, “Mental Health Professional”). Mental health providers including: psychiatrists, psychologists, counselors, marriage and family therapists, and social workers who are contracted by every club are made available to provide confidential counseling services to players at no cost to the players and with no cap on the total number of sessions that are permitted per player (though weekly or biweekly caps due to scheduling and availability are permissible). Players who opt into the NWSL UMR healthcare insurance policy at tier 1 and tier 2, also have 80% coverage for any mental health services they seek outside of the club contracted provider in addition to free short-

term counseling via EAP. Likewise, the NWSL provides 24/7 access to on demand counselors through First Stop Virtual Mental Health services at no cost to players and with unlimited visits. Finally, the NWSL Clinical Director of Mental Health and Performance is available to assist in the event of a mental health emergency and to aid players in obtaining high quality referrals in the event they would prefer to seek services outside of the club contracted clinician.

- i. To the extent the NWSL has not already done so, the NWSL shall identify the Mental Health Professional(s) to the Attorneys General and their contract(s) shall commence within thirty (30) days of the effective date of this Assurance.
- ii. The NWSL shall facilitate direct contact between the players and the Mental Health Professional, so that a player's use of said services need not be known to the club or NWSL.
- iii. To the extent the NWSL has not already done so, the NWSL shall ensure players are notified regarding how to access the services of the Mental Health Professional and both the players and the Mental Health Professionals are informed that the Mental Health Professional's primary professional duty is to the players, regardless of the fact that the NWSL or NWSL club retained them. To the extent the NWSL has not already done so, the NWSL shall formalize this understanding in writing with the NWSLPA and provide it to the Attorneys General for review within thirty (30) days of the effective date of this Assurance. Any of the three Attorneys General may raise objections within thirty (30) days of receipt,

at which time the NWSL shall resolve the objection(s) prior to distributing this policy. If no objections are raised within thirty (30) days of receipt by the Attorneys General, the policy shall be provided in writing to all players within fourteen (14) days thereafter.

iv. To the extent the NWSL does not already do so, the NWSL shall include in its annual anonymous survey of players (as required by Section 16.f hereof) questions seeking player feedback on the quality and efficacy of the counseling services. If the current psychologist or clinical social worker is not providing services at satisfactory levels according to a significant number of negative responses by players, the NWSL shall seek a new one.

j. As set forth in the CBA, players shall be entitled to mental health leave upon the recommendation of a psychiatrist, psychologist, or master's in mental health-related field, professional counselor, marriage and family therapist or the equivalent, whether retained by the NWSL, the club, or the player individually. The NWSL shall formalize this policy in writing in the CBA and provide it to the Attorneys General for review within thirty (30) days of the effective date of this Assurance. Any of the three Attorneys General may raise objections to the policy within thirty (30) days of receipt, at which time the NWSL shall resolve the objection(s) prior to implementing the policy. If no objections are raised within thirty (30) days of receipt by the Attorneys General, the NWSL shall implement the policy with seven (7) days.

- k. For prospective head coach hires, to the extent the NWSL does not already do so, the NWSL shall establish a policy to require teams to consult the NWSLPA and ensure they have an adequate opportunity to raise any concerns about the prospective hire's history or reputation as it relates to player or staff safety and wellbeing. For prospective hires of assistant coaches, head athletic trainers, and player safety officers, the NWSL shall require teams to consider any list provided by the NWSLPA from time to time identifying persons whom the NWSLPA reasonably believes present concerns due to history or reputation as it relates to player or staff safety and wellbeing, and shall encourage teams to further consult with the NWSLPA as practicable. To the extent the NWSL has not already done so, the NWSL shall formalize this policy in writing and provide it to the Attorneys General for review within thirty (30) days of the effective date of this Assurance. Any of the three Attorneys General may raise objections to the policy within thirty (30) days of receipt, at which time the NWSL shall resolve the objection(s) prior to implementing the policy. If no objections are raised within thirty (30) days of receipt by the Attorneys General, the NWSL shall implement the policy within seven (7) days, or shall continue to implement the policy if it is already in place.
- l. For prospective Tier One hires (head coaches, assistant coaches, general managers, head athletic trainers, player safety officers), to the extent the NWSL does not already do so, the NWSL shall conduct a background check that, at minimum, complies with the United States Olympic & Paralympic Committee requirements.

- i. The NWSL shall require prospective hires to disclose their full soccer employment history, including any disciplinary action, suspensions, and investigations. The NWSL shall inform prospective hires that failure to disclose information, or providing false information, will result in a disciplinary investigation and may be the grounds for contract termination.
- ii. The NWSL shall require all potential prospective club majority owners to undergo a criminal background check (to be assessed according to applicable law and policy), acknowledge and agree to be bound by League Rules that include the NWSL's policies and contractual commitments concerning player safety.
- iii. To the extent the NWSL has not already done so, the NWSL shall formalize this policy in writing and provide it to the Attorneys General for review within thirty (30) days of the effective date of this Assurance.
- iv. Any of the three Attorneys General may raise objections to the policy within thirty (30) days of receipt, at which time the NWSL shall resolve the objection(s) prior to implementing the policy. If no objections are raised within thirty (30) days of receipt by the Attorneys General, the NWSL shall implement the policy within seven (7) days thereafter, or shall continue to implement the policy if it is already in place.
- m. To the extent the NWSL has not already done so, the NWSL shall provide players and staff with multiple methods of reporting misconduct, and those methods shall be communicated to players and staff on a regular basis. At least one method shall be a confidential reporting system that is separate from SafeSport. To the extent

the NWSL has not already done so, the NWSL shall formalize this policy in writing and provide it to the Attorneys General for review within thirty (30) days of the effective date of this Assurance. Any of the three Attorneys General may raise objections to the policy within thirty (30) days of receipt, at which time the NWSL shall resolve the objection(s) prior to implementing the policy. If no objections are raised within thirty (30) days of receipt by the Attorneys General, the NWSL shall implement the policy within fourteen (14) days thereafter, or shall continue to implement the policy if it is already in place.

- n. The NWSL shall maintain its existing nondiscrimination and harassment policies, or policies that provide equivalent protections. The NWSL shall also prohibit retaliation against players and staff who allege misconduct involving player safety.
- o. Other Policy Requirements: With respect to each policy change outlined below, to the extent the NWSL has not already done so, the NWSL shall formalize this policy in writing and provide it to the Attorneys General for review within thirty (30) days of the effective date of this Assurance. Any of the three Attorneys General may raise objections to the policy within thirty (30) days of receipt, at which time the NWSL shall resolve the objection(s) prior to implementing the policy. If no objections are raised within thirty (30) days of receipt by the Attorneys General, the NWSL shall implement each policy within seven (7) days thereafter, or shall continue to implement each policy if it is already in place.
 - i. The NWSL shall permit any player making a complaint or alleging misconduct involving player safety to have a representative from the

NWSLPA present for any interview as part of an investigation into said complaint or allegation. Upon receipt of any player complaint, the NWSL shall notify the player that they may have such a representative present.

- ii. The NWSL shall reasonably swiftly investigate any allegations of misconduct involving player safety and wellbeing using a trauma-informed approach. The NWSL may permit clubs to participate in but shall not permit clubs to lead investigations regarding allegations of misconduct by Tier One hires involving player safety. The NWSL shall require that any other investigations led by clubs are conducted in a manner that minimizes the risk of retaliation and preserves confidentiality to the greatest extent possible.
- iii. When the NWSL receives or becomes aware of a formal or informal complaint alleging misconduct involving player safety or wellbeing, it shall timely notify the NWSLPA of the complaint.
- iv. In the event that a coach's misconduct related to player safety and wellbeing results in termination, discipline, contract nonrenewal, or a finding of misconduct, the NWSL shall require clubs to provide notification to the NWSL within one (1) week. The NWSL shall then timely share this notification with the USSF, the NWSLPA, and the Attorneys General (maintaining the confidentiality of any players involved) and, if any such coach applies to another team, the NWSL shall notify such team.

- p. An allegation that a coach engaged in misconduct affecting player or staff safety or wellbeing shall not be a violation of this Assurance unless the NWSL failed or fails to follow the terms of this Assurance (including due diligence in hiring, prompt investigation, and reporting parameters).

17. Oversight/Monitoring:

- a. For the next three (3) years, the NWSL shall provide a report to the Attorneys General every six (6) months (beginning six months after the effective date of this agreement) with two components.
 - i. The first component is a report detailing the implementation of the terms of this Assurance, set forth in paragraphs 16.a–16.p (Programmatic Relief).
 - ii. The second component is a report of any complaints, formal or informal, alleging misconduct involving player or staff safety and wellbeing, and the status of the resulting investigations, if any. Personally identifying information, such as player name and team name, will be encoded, with the key in the sole possession of the NWSL and the NWSLPA. The NWSL will orally share the identifying information with any of the Attorneys General upon request. The information transmitted to the Attorneys General will be protected from disclosure to the fullest extent possible under each jurisdiction’s Freedom of Information Acts and other state records laws, and the existence of a complaint will not itself be evidence of a violation of this Assurance.
 - iii. This report shall be in writing and signed by the Respondent.

18. Monetary Relief

- a. Respondent shall commit \$5,000,000 to establish a Players' Restitution Fund which will compensate current or former players who suffered conduct constituting Serious Misconduct Involving Player Safety, as defined in the Players' Restitution Fund Protocol attached hereto as Exhibit A.
- b. The NWSL shall retain and pay former US District Judge Barbara Jones to serve as a third-party Administrator to oversee the Players' Restitution Fund.
- c. The NWSL shall pay \$5,000,000 into escrow with Judge Jones or at her direction to fund the Players' Restitution Fund.
- d. The NWSL and the Fund Administrator shall substantially comply with the Players' Restitution Fund Protocol attached hereto as Exhibit A.
 - i. Claims against the NWSL by two players identified by the NWSL to the Attorneys General that have been settled may be paid in the net amount of \$1 million from the Fund.
 - ii. Any funds remaining unclaimed after 180 days after the player's receipt of notification the Fund Administrator shall be donated to the NWSLPA's Emergency and Charitable Fund.
- e. The Attorneys General agree to suspend the penalties due to their states under the New York State Human Rights Law, N.Y. Exec. Law 297(c), D.C. Code § 2-1403.16a, and 775 Ill. Comp. Stat. 5/10-104(B)(1), respectively.
 - i. Payments shall be made by wire transfer. The Attorneys General shall provide wire instructions to the Respondent for their respective States if payment of this penalty is required.

- f. Respondent shall provide the Attorneys General with its tax identification number.

MISCELLANEOUS

Subsequent Proceedings:

19. Respondent expressly agrees and acknowledges that the Attorneys General may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 27, and agrees and acknowledges that in such event:
 - a. Any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance.
 - b. The Attorneys General may use statements, documents, or other materials produced or provided by the Respondent prior to or after the effective date of this Assurance.
 - c. Each of the Attorneys General shall have the right to bring a civil action or proceeding arising from this agreement in the courts of their respective states. Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.
 - d. Evidence of a material uncured violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to New York Executive Law § 63(15).
20. Upon any material uncured violation of the Assurance, meaning, (i) the NWSL fails to pay the Monetary Relief to the Player Restitution Fund when and as required by the Administrator and fails to cure such non-payment within thirty (30) days of notice by the

Administrator or the Attorneys General, or (ii) the NWSL fails to perform any of the Programmatic Relief requirements and fails to cure such failure within sixty (60) days after notice by the Attorneys General, which cure period may be extended if the NWSL demonstrates progress has been made and an extension is still necessary, or (iii) the NWSL is charged by one of the Attorneys General with a violation of the laws identified in Section 15 hereof (Compliance with the Law) for conduct other than the conduct identified in the findings of this Assurance, the Attorneys General may

- a. Commence a civil action or proceeding or other appropriate investigation, action, or proceeding; and
- b. Assess a corresponding statutory penalty of \$2,000,000 to be distributed between New York, Illinois, and the District of Columbia in a manner to be determined by the Attorneys General.

21. If a court of competent jurisdiction determines that the Respondent has a material uncured violation of this Assurance, the Respondent shall pay to the Attorneys General the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation attorney's fees, legal fees, expenses, and court costs.

Effects of Assurance:

22. This Assurance is not intended for use by any third party in any other proceeding, and the NWSL, by entering into this Assurance and resolving the issues raised by the Attorneys General, does not hereby make any admission admissible in any other proceeding.

23. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondent. Respondent shall include in any

such successor, assignment, or transfer agreement a provision that binds the successor, assignee, or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the Attorneys General.

24. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

25. Any failure by the Attorneys General to insist upon the strict performance by Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the Attorneys General, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondent.

Communications:

26. All notices, reports, requests, and other communications pursuant to this Assurance shall reference Assurance No. 25-002, and shall be in writing and shall, unless expressly provided otherwise herein, be given by electronic mail and/or certified mail at an address designated in writing by the recipient, and shall be addressed as follows:

If to the Respondent, to:

Jessica Berman, Commissioner
jberman@nwslsoccer.com / m: 917-622-5377
National Women's Soccer League
292 Madison Avenue
New York, NY 10017

or in their absence, to the person holding the title of Commissioner, with a copy to:

William Z. Ordower / Executive Vice President & Chief Legal Officer
bill.ordower@nwslsoccer.com/ m: 646.831.8818

National Women's Soccer League
292 Madison Avenue, 3rd Floor
New York, NY 10016.

And a copy to

Hunter T. Carter (HE/HIM/HIS)
ARENTFOX SCHIFF LLP
1301 Avenue of the Americas, 42nd Floor
New York, NY 10019
hunter.carter@afslaw.com
212.484.3946

If to the Attorneys General:

Sandra Pullman, or in her absence, to the person holding the title of Bureau Chief,
Civil Rights Bureau, Office of the Attorney General of the State of New York
(currently, Sandra Park);

Alexandra Reed, or in her absence, to the person holding the title of Bureau Chief
or Acting Bureau Chief, Civil Rights Bureau, Office of the Attorney General of
the State of Illinois (currently, Mary Grieb); and

Jess Feinberg, or in her absence, to the person holding the title of Section Chief,
Civil Rights & Elder Justice Section, Office of the Attorney General of the
District of Columbia (currently, Alicia M. Lendon).

In addition, the Attorneys General may from time to time identify members of their
offices whom the NWSL may notify with respect to implementation of the Programmatic Relief,
and notifications by the NWSL to such persons shall be considered effective for purposes of this
paragraph.

Representations and Warranties:

27. The Attorneys General have agreed to the terms of this Assurance based on, among other things, the representations made to the Attorneys General by the Respondent and their counsel and the factual investigation by the Attorneys General as set forth in Findings, paragraphs 1–14 above. The Respondent represents and warrants that neither it nor its counsel has made any material representations to the Attorneys General that are inaccurate or misleading. If any material representations by Respondent or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the Attorneys General in their sole discretion.

28. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondent in agreeing to this Assurance.

29. The Respondent represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondent further represents and warrants that the National Women’s Soccer League, by Jessica Berman as the signatory to this AOD, is a duly authorized officer acting at the direction of the Board of Directors of the National Women’s Soccer League.

General Principles:

30. This Assurance between the Parties shall remain in effect for three (3) years from the date of its execution by the Parties.

31. In the event that any terms of this Assurance conflict with the current or future player-negotiated Collective Bargaining Assurance (CBA), the Attorneys General shall be notified, but the player-negotiated CBA will control. If the terms of this Assurance exceed the requirements of the CBA (for example, by requiring more frequent trainings, more resources for

players, or more rigorous vetting of potential hires than required by the CBA), this Assurance will control.

32. Nothing in this Assurance shall relieve Respondent of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

33. Respondent shall not in any manner discriminate or retaliate against any of its employees, including but not limited to employees who cooperated or are perceived to have cooperated with the investigation of this matter or any future investigation related to enforcing this agreement.

34. This Assurance may not be amended except by an instrument in writing signed on behalf of all Parties to this Assurance.

35. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the Attorneys General, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

36. Respondent acknowledges that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

37. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

38. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance,

copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

39. The effective date of this Assurance shall be February 1, 2025.

LETITIA JAMES

Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: *Sandra Pullman*
SANDRA PULLMAN
Senior Counsel, Civil Rights Bureau

KWAME RAOUL

Attorney General of the State of Illinois
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By: *Mary Grieb*
MARY GRIEB
Acting Chief, Civil Rights Bureau
Public Interest Division

BRIAN SCHWALB

Attorney General of the District of Columbia
400 Sixth Street
Washington, DC 20001

By: *A. Lendon*
ALICIA M. LENDON
Chief, Civil Rights & Elder Justice Section
Public Advocacy Division

NATIONAL WOMEN'S SOCCER LEAGUE

By:



Jessica Berman
Commissioner
National Women's Soccer League