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12  
13 **UNITED STATES DISTRICT COURT**  
14 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

15  
16 GUSTAVO GALVAN, individually  
and on behalf of all others similarly  
17 situated,

18 Plaintiff,

19 v.

20 RIDDELL, INC.; ALL AMERICAN  
SPORTS CORPORATION d/b/a  
21 RIDDELL/ALL AMERICAN;  
RIDDELL SPORTS GROUP;  
22 EASTON-BELL SPORTS, INC.;  
EASTON-BELL SPORTS, LLC; EB  
23 SPORTS CORPORATION; RBG  
HOLDINGS CORPORATION; and  
24 DOES 1-10, inclusive,

25 Defendants.  
26  
27  
28

CASE NO.: '14CV0359 DMS WVG

**CLASS ACTION**

**COMPLAINT FOR VIOLATION OF:**

- 1) CAL. BUS. & PROF. CODE § 17200, *et seq.* (“Unfair” Business Acts and Practices);
- 2) CAL. BUS. & PROF. CODE § 17200, *et seq.* (“Deceptive” Business Acts & Practices);
- 3) CAL. BUS. & PROF. CODE § 17200, *et seq.* (“Unlawful” Business Practices);
- 4) CAL. BUS. & PROF. CODE § 17500, *et seq.* (Misleading Advertising);
- 5) CAL. CIV. CODE § 1750, *et seq.* (Consumers Legal Remedies Act)
- 6) COMMON COUNTS – ASSUMPSIT AND QUASI-CONTRACT;
- 7) DECLARATORY RELIEF

**DEMAND FOR JURY TRIAL**

1 COMES NOW the Plaintiff, GUSTAVO GALVAN (“Plaintiff”), on behalf  
2 of himself and all others similarly situated, by and through his undersigned  
3 counsel, and hereby files his Class Action Complaint against Defendants  
4 RIDDELL, INC., ALL AMERICAN SPORTS CORPORATION d/b/a Riddell/All  
5 American, RIDDELL SPORTS GROUP, EASTON-BELL SPORTS, INC.,  
6 EASTON-BELL SPORTS, LLC, EB SPORTS CORPORATION, RBG  
7 HOLDINGS CORPORATION, and DOES 1-10, inclusive (collectively  
8 “Defendants”), and alleges as follows all on information and belief (except where  
9 specifically identified as being based on personal knowledge), which facts will  
10 likely have evidentiary support after a reasonable opportunity for further  
11 investigation and discovery:

12 **JURISDICTION AND VENUE**

13 1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §  
14 1332(d) because the amount in controversy exceeds \$5,000,000 exclusive of  
15 interest and costs, there are more than one hundred Class members, and minimal  
16 diversity exists because Plaintiff and numerous members of the Class are citizens  
17 of different states than at least one of the primary Defendants.

18 2. This Court has personal jurisdiction over Defendants because  
19 Defendants have sufficient minimum contacts with California, and/or Defendants  
20 have otherwise purposely availed themselves of the markets in California through  
21 the promotion, marketing, and sale of their products and services in California  
22 and/or being based here to render the exercise of jurisdiction by this Court  
23 permissible under traditional notions of fair play and substantial justice.

24 3. Venue is proper under 28 U.S.C. § 1391(a) because (1) Defendants  
25 are subject to personal jurisdiction in this District, and (2) a not insubstantial part  
26 of the events or omissions giving rise to Class members claims occurred in this  
27 District, and Defendants engaged in the extensive promotion, marketing,  
28 distribution, and sales of the products at issue in this District.

**NATURE OF THE ACTION**

1  
2 4. This is a class action brought on behalf of California consumers who  
3 purchased Riddell Revolution brand football helmets (“Revolution helmet” or “the  
4 helmet”). The Revolution helmet was marketed based on Defendants’ uniform  
5 false or misleading representations that the helmet would prevent or substantially  
6 reduce the incidence of concussion compared to traditional and lower-cost football  
7 helmets.

8 5. Each Defendant engaged in a scheme to mislead California consumers  
9 about the benefits of their premium-priced helmet by misleadingly advertising to  
10 California consumers that the Revolution helmet is manufactured with “concussion  
11 reduction technology” that reduces the incidence of concussion, and does so by  
12 31%, according to their marketing materials. Defendants’ marketing of the  
13 Revolution helmet was intended to create the perception among football helmet  
14 purchasers that the Revolution helmet reduces the chance of concussion better than  
15 a traditional lower-priced football helmet.

16 6. Each Defendant was involved in the creation and dissemination of the  
17 misleading marketing campaign regarding the Revolution helmet and/or was  
18 involved in or profited from the sales of such helmets. Further, under California  
19 law, a duty to disclose arises in four relevant circumstances: (1) when the facts at  
20 issue involve an issue of safety; (2) when the defendant has superior or exclusive  
21 knowledge of material facts not known to the plaintiff; (3) when the defendant  
22 actively conceals a material fact from the plaintiff; and (4) when the defendant  
23 makes partial representations but also suppresses other material facts. Each  
24 Defendant either alone or in combination made partial representations or concealed  
25 material facts within their possession concerning the actual safety of the helmet  
26 and its alleged ability to reduce the incidence of concussion to any degree as  
27 compared to other helmets. Indeed, scientific studies and other data of which  
28 Defendants are aware indicate that the Revolution helmet makes no difference in a

1 player's risk for concussion as compared to other traditional football helmets.  
2 Thus, reasonable California consumers were subjected to Defendants' marketing  
3 scheme and paid a premium price for helmets, even though they had no material  
4 difference in concussion reduction than traditional lower-priced football helmets.  
5 Plaintiff and the Class he seeks to represent suffered damage. As such, this is an  
6 action for injunctive and equitable monetary relief, attorneys' fees and costs, and  
7 other statutory relief brought pursuant to, *inter alia*, the laws set forth herein.

### 8 PARTIES

9 7. On personal knowledge, Plaintiff Gustavo Galvan is a citizen of  
10 California. Plaintiff was exposed to the material representations at issue, and a  
11 substantial factor in his decision to purchase a Riddell Revolution football helmet  
12 in California for his son in or about June, 2011 from Dick's Sporting Goods was  
13 based on such claims. He paid a premium for this helmet as compared to other  
14 football helmets available at the time.

15 8. Defendant Riddell, Inc. is a corporation organized and existing under  
16 the laws of the State of Illinois and whose principal place of business is in the State  
17 of Illinois. Riddell, Inc. is engaged in the business of designing, manufacturing,  
18 selling and distributing football equipment, including Revolution brand helmets.  
19 Defendant ships its products, including Revolution helmets, to direct purchasers  
20 and distributors in California, maintains a direct sales force in California, sells its  
21 products in retail stores in California, and advertises its products in California.  
22 Riddell, Inc. operates as a subsidiary of Riddell Sports Group, Inc.

23 9. Defendant All American Sports Corporation, doing business under  
24 fictitious name as Riddell/All American, is a corporation organized and existing  
25 under the laws of the State of Delaware and is engaged in the business of  
26 designing, manufacturing, selling and distributing football equipment, including  
27 Revolution brand helmets. Defendant ships its products, including Revolution  
28 helmets, to direct purchasers and distributors in California, maintains a direct sales

1 force in California, sells its products in retail stores in California, and advertises its  
2 products in California.

3 10. Defendant Riddell Sports Group, Inc. is a Delaware corporation with  
4 its principal place of business at 6255 N. State Highway, Suite 300, Irving, Texas  
5 76038. Defendant ships its products, including Revolution helmets, to direct  
6 purchasers and distributors in California, maintains a direct sales force in  
7 California, sells its products in retail stores in California, and advertises its  
8 products in California.

9 11. Defendant Easton-Bell Sports, Inc. is a Delaware Corporation with a  
10 principal place of business at 7855 Haskell Avenue, Suite 200, Van Nuys,  
11 California 91406 and is a parent corporation of Riddell Sports Group, Inc. Easton-  
12 Bell Sports, Inc. designs, develops, and markets branded athletic equipment and  
13 accessories, including marketing and licensing products under the Riddell brand.  
14 Defendant ships its products, including Revolution helmets, to direct purchasers  
15 and distributors in California, maintains a direct sales force in California, sells its  
16 products in retail stores in California, and advertises its products in California.

17 12. Defendant Easton-Bell Sports, LLC is the parent corporation of  
18 Easton-Bell Sports, Inc. and is incorporated in Delaware, with a principal place of  
19 business at 152 West 57<sup>th</sup> Street, New York, New York 10019. Defendant ships its  
20 products, including Revolution helmets, to direct purchasers and distributors in  
21 California, maintains a direct sales force in California, sells its products in retail  
22 stores in California, and advertises its products in California.

23 13. Defendant EB Sports Corporation is a Delaware corporation with its  
24 principal place of business at 7855 Haskell Avenue, Van Nuys, California 91406.  
25 Defendant ships its products, including Revolution helmets, to direct purchasers  
26 and distributors in California, maintains a direct sales force in California, sells its  
27 products in retail stores in California, and advertises its products in California.

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1           14. Defendant RBG Holdings Corp. is a Delaware corporation with its  
2 principal place of business at 7855 Haskell Avenue, Suite 350, Van Nuys,  
3 California 91406. RBG operates as a holding company which, through its  
4 subsidiaries and affiliates, designs, develops and markets sports equipment,  
5 including Revolution brand helmets. Defendant, through its wholly owned  
6 subsidiaries and affiliates, ships its products, including Revolution helmets, to  
7 direct purchasers and distributors in California, maintains a direct sales force in  
8 California, sells its products in retail stores in California, and advertises its  
9 products in California.

10           15. DOES 1-10 are individuals, associations or corporations that are  
11 affiliated or related to the other Defendants, and will be specifically identified and  
12 named as discovery progresses and their roles in the wrongdoing at issue is  
13 revealed.

14           16. At all times mentioned in the Causes of Action alleged herein, each  
15 and every defendant was an agent, representative, affiliate, or employee of each  
16 and every other defendant, and in doing the things alleged in the Causes of Action  
17 stated herein, each and every defendant was acting within the course and scope of  
18 such agency, representation, affiliation, or employment and was acting with the  
19 consent, permission and authorization of the other defendants. During the relevant  
20 time period, defendants agreed to misrepresent to the Class members the material  
21 facts at issue herein and/or not to notify Class members about the scope and nature  
22 of the illegal business practices as detailed herein, thus engaging in a conspiracy  
23 that resulted in injury in fact to members of the Class, which conspiracy is still on-  
24 going. All actions of each defendant, as alleged in the Causes of Action stated  
25 herein, were ratified and approved by the other defendants or their respective  
26 directors, officers and/or managing agents, as appropriate for the particular time  
27 period alleged herein.

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1           17. Whenever this Complaint refers to any act or acts of Defendants, the  
 2 reference also is to mean that the directors, officers, employees, affiliates, or agents  
 3 of the responsible defendant authorized such act while actively engaged in the  
 4 management, direction or control of the affairs of Defendants and/or by persons  
 5 who either control or who are the alter egos of Defendants, or to the extent this  
 6 Complaint refers to the actions of individuals, while such persons were acting  
 7 within the scope of their agency, affiliation, or employment. Whenever this  
 8 Complaint refers to any act of Defendants, the reference shall be deemed to be the  
 9 act of each Defendant, jointly and severally.

### FACTS

11           18. Defendants, either individually or collectively, have all operated as a  
 12 business through designing, developing, manufacturing, selling, and/or distributing  
 13 football equipment, including helmets, in one entity form or another, since 1922.

14           19. In approximately 2000, while Defendants were designing and  
 15 developing the Revolution helmet, Biokenetics, a biomechanics firm hired by the  
 16 NFL and later retained by Defendants, sent Defendants a report showing that no  
 17 football helmet, no matter how revolutionary, could prevent concussions.

18           20. Beginning in 2002, Defendants released for sale, manufactured, sold,  
 19 and/or distributed the Riddell Revolution helmet that they uniformly claimed was  
 20 designed with the intent of reducing the risk of concussion.

21           21. In 2006, Defendants provided a research grant to the University of  
 22 Pittsburgh Medical Center (hereinafter "UPMC") for head injury research. The  
 23 study compared rates of concussions among high school athletes who wore the  
 24 Revolution helmet with those who wore traditional helmets.

25           22. Defendants used this study to support their material claim that the  
 26 Revolution helmet reduced concussions by 31%, despite UPMC's internal  
 27 suggestion that Defendants not make such claims, as well as peer reviewed  
 28 comments stating concerns that the study suffers "serious, if not fatal,



1 methodological flaws.” Furthermore, as published in the *Journal of Neurosurgery*,  
2 leaders in the concussion field revealed the study by UPMC was flawed in that it  
3 discounted low impact hits and in turn actually proved that the Revolution did not  
4 reduce the risk of concussions. Moreover, Defendants failed to disclose to the  
5 public that there were serious conflict of interest concerns in the development of  
6 the original UPMC study: namely, that Defendants funded the UPMC study and  
7 that Riddell’s vice president of research and development was one the authors of  
8 the study.

9 23. Despite the evidence in Defendants’ possession showing that the  
10 Revolution helmet could not reduce the overall risk of concussion any better than  
11 traditional helmets, and despite the continuing and mounting criticism by industry  
12 leaders, as well as Congress, relating to Defendants’ promises of concussion  
13 reduction, the Defendants continued the sale, marketing, and distribution of the  
14 Revolution helmets to youth football players, high school players, college players,  
15 and schools, with the promise of “concussion reduction.”

16 24. Particularly troubling is the fact that the Defendants represent the  
17 Revolution helmet as markedly safer for youth players, when in fact, they never  
18 even tested the helmet on youth players.

19 25. Throughout the Class Period and continuing to date, Defendants have  
20 marketed, advertised, sold, and disseminated the Revolution helmet as a helmet  
21 that significantly reduces concussions. More specifically, Defendants directly on  
22 their product packaging and related marketing materials, through their direct sales  
23 force, and through their retailers make the following form representations to  
24 market the Revolution helmet to which class members are exposed:

- 25 a. “Shown to reduce incidence of concussion by 31% compared to  
26 traditional helmets, the [helmet] utilizes an exclusive Revolution  
27 Concussion Reduction Technology that provides superior protection  
28 for players on the field.”



- 1 b. “Riddell’s exclusive Concussion Reduction Technology protects
- 2 young athletes against concussions and impact.”
- 3 c. “The most advanced piece of modern concussion prevention in the
- 4 game today!”
- 5 d. “Safer, more protective, and advanced frontal helmet protection
- 6 designed to reduce concussions.”
- 7 e. “All Riddell Concussion Reduction technologies specifically designed
- 8 to cushion to head, absorb impact, and reduce the risk of concussions
- 9 by 31%, when compared to a traditional helmet.”
- 10 f. “Riddell Revolution CRT (Concussion Reduction Technology):
- 11 Research shows a 31% reduction in concussions when used versus a
- 12 traditionally designed helmet.”
- 13 g. “Riddell CRT (Concussion Reduction Technology) to keep young
- 14 players safe on the field.”
- 15 h. “Riddell’s Concussion Reduction Technology provides increased
- 16 protection against concussions and impact.”

17 26. Despite Defendants’ representations and advertisements to the  
18 contrary, there is no material difference in the Revolution and other football  
19 helmets in regard to concussion prevention, and specifically not a 31% reduction as  
20 claimed. In fact, scientific studies show that the brand of football helmet makes no  
21 difference in a player’s risk of concussion, and that more expensive helmets like  
22 the Revolution do not reduce concussion risk for players any more effectively than  
23 low-cost helmets. In sum, scientists have concluded (and Defendants are aware of)  
24 the realities of both physics and human anatomy, which make it unlikely that any  
25 football helmet can better reduce the chances of concussion than another helmet.

26 27. Because Defendants’ claims were included in advertisements,  
27 marketing, and sales presentations, a reasonable consumer would likely be misled  
28 into believing that the Revolution helmet will reduce concussions, and may do so

1 by 31%. Defendants conspicuously failed to disclose that the Revolution helmets  
2 provide no material difference in concussion reduction, despite their  
3 representations and evidence to the contrary. Coupled with their affirmative  
4 statements to the contrary, Defendants' material omission that there is no material  
5 difference in concussion reduction would be likely to and/or did mislead  
6 reasonable consumers targeted by such representations and omissions of material  
7 facts into believing such statements, and were intended to be and/or were a  
8 substantial factor in their purchase decisions.

9 28. As a result of the Defendants' deceptive marketing scheme, Class  
10 members were exposed to Defendants' misleading representations and purchased  
11 Revolution helmets at the prices that they did. These Class members paid  
12 significantly higher prices for the helmet but received no meaningful benefits for  
13 that higher price.

14 29. The Revolution helmets sell at a premium of at least an additional  
15 \$50.00 per comparable helmet. Class members who purchased a Revolution  
16 helmet have been injured in fact by Defendants' wrongful conduct.

17 30. Plaintiff, and each Class member, has been injured in fact and  
18 suffered damage and a loss of money or property by paying more for the  
19 Revolution helmet than they would have absent Defendants' deceptive, unfair and  
20 misleading practices.

21 31. Defendants have engaged in a conspiracy to not reveal the true facts to  
22 consumers, which conspiracy continues to this date in its operation and  
23 performance.

24 **CLASS ACTION ALLEGATIONS**

25 32. Plaintiff brings this class action on behalf of himself and all others  
26 similarly situated in California as members of a proposed Class defined as follows:

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1 All persons and entities residing in the State of California  
2 who purchased, other than for purposes of resale or  
3 distribution, a Riddell Revolution football helmet at retail  
4 in the State of California for at least the four years prior  
5 to the filing of this action through the date of class  
6 certification (the "Class Period").

7 Excluded from the Class are the following:

- 8 a. All judicial officers in the United States and their families through the  
9 third degree of relationship;  
10 b. Defendants and any of their officers, directors, and employees, and  
11 any person or entities who has already settled or otherwise  
12 compromised similar claims against the defendant;  
13 c. Plaintiff's counsel, anyone working at the direction of Plaintiff's  
14 counsel, and/or any of their immediate family members;  
15 d. Anyone who has pending against a named defendant on the date of the  
16 Court's final certification order any individual action wherein the  
17 recovery sought is based in whole or in part on the type of claims  
18 asserted herein; and  
19 e. Any claims for personal injury or bodily harm.

20 33. This action is brought and may properly be maintained as a class  
21 action pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3). This  
22 action satisfies the numerosity, commonality, typicality, adequacy, predominance,  
23 manageability and superiority requirements of these rules.

24 34. The Class is so numerous that the individual joinder of all members is  
25 impracticable. While the exact number of Class members is currently unknown  
26 and can only be ascertained through appropriate discovery, Plaintiff alleges that the  
27 Class includes tens of thousands of individuals.

28 35. Common legal and factual questions exist and predominate over any  
questions affecting only individual Class members. These common questions,  
which do not vary among Class members and which may be determined without

1 reference to any Class member's individual circumstances, include, but are not  
2 limited to:

- 3 a. Whether Defendants' representations regarding the Revolution helmet  
4 as set forth above were false and misleading or likely to deceive  
5 reasonable consumers targeted by such advertisements;
- 6 b. Whether Defendants had adequate substantiation for their concussion  
7 reduction claims prior to making them;
- 8 c. Whether Defendants' misrepresentations and failure to disclose  
9 material facts that the Revolution helmet did not reduce the risk of  
10 concussion compared to other helmets would mislead a reasonable  
11 consumer;
- 12 d. Whether Defendants' Revolution helmet reduces concussions by 31%,  
13 or at all;
- 14 e. Whether Defendants charged a price premium for the Revolution  
15 helmet;
- 16 f. Whether Defendants engaged in unfair, unlawful, and/or deceptive  
17 business practices regarding their helmet in violation of Cal. Bus. &  
18 Prof. Code § 17200;
- 19 g. Whether Defendants' conduct alleged herein constitutes false  
20 advertising in violation of Cal. Bus. & Prof. Code § 17500, *et seq.*;
- 21 h. Whether Defendants' conduct alleged herein violates public policy;
- 22 i. Whether Plaintiff and the Class have suffered injury by the wrongs  
23 complained of herein, and if so, whether Plaintiff and the Class are  
24 entitled to injunctive and/or other equitable relief, including restitution  
25 or disgorgement, and if so, the nature and amount of such relief.

26 36. Plaintiff's claims are typical of the Class members' claims, as  
27 Defendants' common course of conduct caused Plaintiff and all Class members the  
28 same harm. In particular, Defendants' conduct caused each Class member to

1 suffer economic losses. Likewise, Plaintiff and other Class members must prove  
2 the same general operative set of facts in order to establish the same claims.

3 37. Plaintiff is an adequate Class representative because he is a member  
4 of the Class he seeks to represent and his interests do not materially or  
5 irreconcilably conflict with other Class members' interests. Plaintiff has retained  
6 counsel competent and experienced in consumer protection class actions, and  
7 Plaintiff and his counsel intend to prosecute this action vigorously for the Class's  
8 benefit. Plaintiff and his counsel will fairly and adequately protect the Class's  
9 interests.

10 38. The Class may also be properly maintained under Rule 23(b)(2).  
11 Defendants have acted or refused to act, with respect to some or all issues  
12 presented in this Complaint, on grounds generally applicable to the Class, thereby  
13 making appropriate final injunctive relief with respect to the Class as a whole.

14 39. The Class can be properly maintained under Rule 23(b)(3). A class  
15 action is superior to other available methods for the fair and efficient adjudication  
16 of this litigation because individual litigation of each Class member's claim is  
17 impracticable. Even if each Class member could afford to bring individual actions,  
18 the court system could not, as it would be unduly burdensome for thousands of  
19 individual cases to proceed. Individual litigation also presents the potential for  
20 inconsistent or contradictory judgments, and the risk of an inequitable allocation of  
21 recovery among those with equally meritorious claims. Individual litigation would  
22 increase the expense and delay to all parties and the courts because it requires  
23 individual resolution of common legal and factual questions. By contrast, the class  
24 action device presents far fewer management difficulties and provides the benefit  
25 of a single adjudication, economies of scale, and comprehensive supervision by a  
26 single court.

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**FIRST CAUSE OF ACTION**

**(Violation of Cal. Bus. & Prof. Code § 17200, *et seq.* –  
“Unfair” Business Acts and Practices)**

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2  
3  
4 40. Plaintiff, individually and on behalf of the Class, incorporates by  
5 reference all of the allegations contained in the preceding paragraphs of this  
6 Complaint.

7 41. Plaintiff has standing to pursue this claim on behalf of all affected  
8 persons as Plaintiff has suffered injury in fact and has lost money or property as a  
9 result of Defendants’ actions, as set forth above.

10 42. Defendants’ actions as alleged in this Complaint constitute “unfair”  
11 business practices within the meaning of California Business and Professions Code  
12 § 17200, *et seq.*

13 43. Defendants’ business practices, as alleged herein, are “unfair” because  
14 they offend established public policy and/or are immoral, unethical, oppressive,  
15 unscrupulous, and/or substantially injurious to their customers. Additionally,  
16 Defendants’ conduct is “unfair” because Defendants’ conduct violated the  
17 legislatively declared policies not to engage in such practices based on California’s  
18 False Advertising Law (Bus. & Prof. Code § 17500, *et seq.*) and the Consumers  
19 Legal Remedies Act (Civ. Code § 1750, *et seq.*). Defendants misled consumers  
20 into believing that their Revolution helmets reduced concussions by 31% when, in  
21 fact, there was no material difference in concussion protection between the  
22 Revolution brand helmets and other lower-priced helmets. Defendants concealed  
23 this material fact from consumers.

24 44. As a result of Defendants’ “unfair” conduct, Plaintiff and members of  
25 the Class spent money on premium-priced Revolution helmets that they would not  
26 otherwise have spent and did not receive the increased concussion protection  
27 promised by Defendants.

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1 45. Defendants' unfair business practices alleged herein constitute a  
2 continuing course of unfair competition because Defendants market and sell their  
3 products in a manner that offends public policy and/or in a fashion that is immoral,  
4 unethical, oppressive, unscrupulous, and/or substantially injurious to their  
5 customers.

6 46. Plaintiff and the Class seek an order for injunctive and equitable  
7 relief, including requiring Defendants to make full restitution and disgorgement of  
8 all monies they have wrongfully obtained from Plaintiff and the Class, along with  
9 all other relief permitted under Bus. & Prof. Code § 17200, *et seq.*

10 **SECOND CAUSE OF ACTION**

11 **(Violation of Cal. Bus. & Prof. Code § 17200, *et seq.* –**  
12 **“Deceptive” Acts and Practices)**

13 47. Plaintiff, individually and on behalf of the Class, incorporates by  
14 reference all of the allegations contained in the preceding paragraphs of this  
15 Complaint.

16 48. Plaintiff has standing to pursue this claim as Plaintiff has suffered  
17 injury in fact and has lost money or property as a result of Defendants' actions, as  
18 set forth above.

19 49. Defendants' actions as alleged in this Complaint constitute  
20 “deceptive” or “fraudulent” business practices within the meaning of California  
21 Business and Professions Code § 17200, *et seq.*, although no intent is alleged or  
22 required to establish Defendants' violation of this prong of the UCL.

23 50. Defendants' business practices, as alleged herein, are “deceptive” or  
24 “fraudulent” because they are likely to deceive consumers, including Plaintiff and  
25 members of the Class.

26 51. Defendants made material misrepresentations as stated above, failed  
27 to disclose all material information to purchasers of their Revolution helmets  
28 concerning the lack of concussion protection offered by the Revolution helmets as



1 compared to less expensive helmets and affirmatively concealed the fact that there  
2 is no material difference between Revolution helmets and other lower-priced  
3 helmets in terms of concussion protection.

4 52. As a result of Defendants' "deceptive" or "fraudulent" conduct,  
5 Plaintiff and members of the Class spent money on premium-priced Revolution  
6 helmets that they would not otherwise have spent and did not receive the increased  
7 concussion protection represented by Defendants.

8 53. Defendants' business practices alleged herein constitute a continuing  
9 course of unfair competition since Defendants market and sell their products in a  
10 manner that was likely to deceive Class members.

11 54. Plaintiff and the Class seek an order for injunctive and equitable  
12 relief, including requiring Defendants to make full restitution and disgorgement of  
13 all monies they have wrongfully obtained from Plaintiff and the Class, along with  
14 all other relief permitted under Bus. & Prof. Code § 17200, *et seq.*

15 **THIRD CAUSE OF ACTION**

16 **(Violation of Cal. Bus. & Prof. Code § 17200, *et seq.***  
17 **-- "Unlawful" Business Practices)**

18 55. Plaintiff, individually and on behalf of the Class, incorporates by  
19 reference all of the allegations contained in the preceding paragraphs of this  
20 Complaint.

21 56. Plaintiff has standing to pursue this claim as Plaintiff has suffered  
22 injury in fact and has lost money or property as a result of Defendants' actions as  
23 set forth above.

24 57. Defendants' actions as alleged in this Complaint constitute an  
25 "unlawful" business practice within the meaning of California Business and  
26 Professions Code § 17200, *et seq.*, because Defendants' actions violated, *inter alia*,  
27 California Business and Professions Code § 17500, *et seq.*, which proscribes

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1 misleading advertising, and because they violated Civil Code § 1750, *et seq.*, and  
2 the Consumers Legal Remedies Act, as alleged in this Complaint.

3 58. As a result of Defendants' "unlawful" conduct, Plaintiff and members  
4 of the Class spent money on premium-priced Revolution helmets that they would  
5 not otherwise have spent and did not receive the increased concussion protection  
6 represented by Defendants.

7 59. Defendants' business practices alleged herein constitute a continuing  
8 course of unfair competition since Defendants market and sell their products in a  
9 manner that was likely to deceive Class members and was unlawful.

10 60. Plaintiff and the Class seek an order for injunctive and equitable  
11 relief, including requiring Defendants to make full restitution and disgorgement of  
12 all monies they have wrongfully obtained from Plaintiff and the Class, along with  
13 all other relief permitted under Bus. & Prof. Code § 17200, *et seq.*

14 **FOURTH CAUSE OF ACTION**

15 **(Violation of Cal. Bus. & Prof. Code § 17500, *et seq.* -- Misleading Advertising)**

16 61. Plaintiff, individually and on behalf of the Class, incorporates by  
17 reference all of the allegations contained in the preceding paragraphs of this  
18 Complaint.

19 62. Plaintiff has standing to pursue this claim as Plaintiff has suffered  
20 injury in fact and has lost money or property as a result of Defendants' actions as  
21 set forth above.

22 63. Defendants engaged in the advertising and marketing alleged herein to  
23 the public and offered for sale Revolution helmets in California with the intent to  
24 directly or indirectly induce the sale of their Revolution helmets to consumers like  
25 Plaintiff in California.

26 64. Defendants' advertising and marketing representations regarding the  
27 superior concussion protection of their Revolution helmets were false, misleading,  
28 and deceptive as set forth in detail above. Defendants also concealed material

1 information from consumers about the actual level of concussion protection of  
2 their Revolution helmets as compared to less expensive helmets in their product  
3 packaging and other advertising and marketing materials.

4 65. Defendants' misrepresentations and omissions of material fact alleged  
5 herein deceived, or have the tendency to deceive, the general public regarding the  
6 benefits of purchasing the Revolution helmets.

7 66. Defendants' misrepresentations and omissions alleged herein were the  
8 type of misrepresentations that are objectively material, in that a reasonable person  
9 would attach importance to them and were intended by Defendants to induce such  
10 persons to act on such information in making their purchase decisions.

11 67. At the time they made the misrepresentations and omissions alleged  
12 herein, Defendants reasonably should have known that they were untrue or  
13 misleading and thus in violation of Bus. & Prof. Code § 17500, *et seq.*

14 68. Defendants' business practices alleged herein constitute a continuing  
15 course of unfair competition since Defendants market and sell their products in a  
16 manner that was likely to deceive Class members.

17 69. Unless restrained by this Court, Defendants will continue to engage in  
18 untrue and misleading advertising, as alleged above, in violation of Cal. Bus. &  
19 Prof. Code § 17500, *et. seq.*

20 70. As a result, Plaintiff and the Class seek injunctive and equitable relief,  
21 including full restitution and disgorgement, and all other relief permitted under  
22 Bus. & Prof. Code § 17500, *et seq.*

23 **FIFTH CAUSE OF ACTION**

24 **(Violation of Cal. Civ. Code § 1750, *et seq.* -- Consumers Legal Remedies Act)**

25 71. Plaintiff, individually and on behalf of the Class, incorporates by  
26 reference all of the allegations contained in the preceding paragraphs of this  
27 Complaint.

28 72. Defendants are "persons" as defined in Cal. Civ. Code § 1761(c).

1           73. Plaintiff and members of the Class who purchased the Revolution  
2 helmet primarily for personal, family or household purposes are “consumers” as  
3 defined in Cal. Civ. Code § 1761(d).

4           74. The Revolution helmets that Plaintiff and the Class purchased from  
5 Defendants are “goods” within the meaning of Cal. Civ. Code § 1761(a).

6           75. The purchases by Plaintiff and members of the Class as set forth  
7 above of the goods sold by Defendants, alleged herein, constitute “transactions”  
8 within the meaning of Cal Civ. Code § 1761(e).

9           76. In connection with their sale of the goods in question, Defendants  
10 violated the CLRA by:

- 11           a. Misrepresenting to Plaintiff and members of the Class that  
12 Defendants’ Revolution helmets offered 31% more concussion  
13 protection when compared to traditional helmets, when they in fact do  
14 not, in violation of Cal Civ. Code §§ 1770(a)(5), (7), (14), and (16);
- 15           b. Misrepresenting to Plaintiff and members of the Class that  
16 Defendants’ goods had characteristics, uses and benefits they did not  
17 have, in violation of Cal. Civ. Code § 1770(a)(5);
- 18           c. Representing to Plaintiff and members of the Class that Defendants’  
19 goods were of a particular standard, quality, or grade, when they were  
20 of another, in violation of Cal. Civ. Code § 1770(a)(7);
- 21           d. Misrepresenting that their transactions with Plaintiff and members of  
22 the Class conferred benefits and rights on Plaintiff and the Class, and  
23 obligations on Defendants, which were not, in fact, conferred, in  
24 violation of Cal. Civ. Code § 1770(a)(14); and
- 25           e. Misrepresenting to Plaintiff and members of the Class that the subject  
26 of a transaction has been supplied in accordance with a previous  
27 representation when it had not, in violation of Cal. Civ. Code §  
28 1770(a)(16).

1           77. In addition, under California law, Defendants had a duty to disclose to  
2 Plaintiff the actual amount of concussion protection offered by their Revolution  
3 helmets, as such material facts related to issues of safety; Defendants had superior,  
4 if not exclusive, knowledge of this information at the time of sale as compared to  
5 Plaintiff and Class members; Defendants actively concealed from Plaintiff and  
6 Class members the true amount of concussion protection offered by their  
7 Revolution helmets, which was material to customers; and Defendants made partial  
8 representations to Plaintiff and the Class that did not fully disclose the lack of  
9 additional concussion protection offered by their Revolution helmets as compared  
10 to less expensive helmets. Defendants thus also violated the CLRA by concealing  
11 material information from Plaintiff and Class members regarding the lack of  
12 additional concussion protection offered by the Revolution helmets.

13           78. Defendants' misrepresentations and omissions of material fact as  
14 alleged herein were material in that a reasonable person would attach importance  
15 to the information and Defendants intended consumers such as Plaintiff to act upon  
16 the information in making purchase decisions.

17           79. Defendants' misrepresentations and omissions of material fact were  
18 likely to mislead consumers. Plaintiff and Class members reasonably acted in  
19 response to Defendants' material representations and omissions of fact that  
20 Defendants' Revolution helmets offered 31% protection against concussions than  
21 other helmets by purchasing such helmets at a premium price, and suffered damage  
22 as a result thereof.

23           80. Plaintiff, on behalf of himself and the Class, demands judgment  
24 against Defendants under the CLRA for injunctive relief and restitution to Plaintiff  
25 and the Class, as well as an award of attorneys' fees and costs.

26           81. Pursuant to Cal. Civ. Code § 1782(a), Plaintiff has previously served  
27 Defendants with notice of their alleged violations of the CLRA by certified mail  
28 return receipt requested. If, within thirty days after the date of such notification,

1 Defendants fail to provide appropriate relief for their violation of the CLRA as  
2 requested in that letter, Plaintiff will amend this Complaint without leave of Court  
3 to seek both actual, compensatory, special and exemplary damages under the  
4 CLRA. Notwithstanding any other allegations in this Complaint, Plaintiff does not  
5 seek such damages in conjunction with his CLRA claim and will not do so unless  
6 Defendants do not offer full and complete relief as set forth in that notice.

7 **SIXTH CAUSE OF ACTION**

8 **(Common Counts – Assumpsit and Quasi-Contract)**

9 82. Plaintiff, individually and on behalf of the Class, incorporates by  
10 reference all of the allegations contained in the preceding paragraphs of this  
11 Complaint.

12 83. As Plaintiff and the Class show just grounds for recovering money to  
13 pay for benefits Defendants received from them, they have a right to restitution at  
14 law through an action derived from the common-law writ of assumpsit by implying  
15 a contract at law, or a quasi-contract as an alternative to a claim for breach of  
16 contract.

17 84. By virtue of the purchase and sale of the Revolution helmets,  
18 Defendants entered into a series of implied-at-law contracts that resulted in money  
19 being had and received by Defendants, either directly or indirectly, at the expense  
20 of Plaintiff and Class members under agreements in assumpsit and quasi-  
21 contract. Plaintiff and other Class members conferred a benefit upon Defendants  
22 by purchasing one of the Revolution helmets. Defendants had knowledge of the  
23 general receipt of such benefits, which Defendants received, accepted and retained.

24 85. Defendants, having received such benefits, are required to make  
25 restitution as the circumstances here are such that, as between the two, it is unjust  
26 for Defendants to retain such monies based on the illegal conduct described  
27 above. Such money or property belongs in good conscience to the Plaintiff and the  
28 Class members and can be traced to funds or property in Defendants'

1 possession. Plaintiff and Class members have unjustly enriched Defendants  
2 through payments and the resulting profits enjoyed by Defendants as a direct result  
3 of such payments. Plaintiff's detriment and Defendants' enrichment were related  
4 to and flowed from the conduct challenged in this Complaint.

5 86. An entity who has been unjustly enriched at the expense of another is  
6 required to make restitution to the other. Under common law principles recognized  
7 in claims of common counts, assumpsit, and quasi-contract, as well as principles of  
8 unjust enrichment, under the circumstances alleged herein it would be inequitable  
9 for Defendants to retain such benefits without paying restitution or damages  
10 therefor. Defendants should not be permitted to retain the benefits conferred via  
11 payments by Plaintiff and Class members, and other remedies and claims may not  
12 permit them to obtain such relief, leaving them without an adequate remedy at law.

13 87. Plaintiff and Class members seek, *inter alia*, restitutionary  
14 disgorgement of all profits resulting from such payments. In addition, pursuant to  
15 Cal. Civ. Code § 2224, "[o]ne who gains a thing by fraud, accident, mistake, undue  
16 influence, the violation of a trust, or other wrongful act, is, unless he or she has  
17 some other and better right thereto, an involuntary trustee of the thing gained, for  
18 the benefit of the person who would otherwise have had it." Thus, based on the  
19 facts and circumstances set forth above, in order to prevent unjust enrichment and  
20 to prevent Defendants from taking advantage of its own wrongdoing, Plaintiff and  
21 the Class are further entitled to the establishment of a constructive trust of all  
22 monies charged and collected or retained by Defendants from which Plaintiff and  
23 Class members may seek equitable and legal restitution.

## 24 **SEVENTH CAUSE OF ACTION**

### 25 **(Declaratory Relief)**

26 88. Plaintiff, individually and on behalf of the Class, incorporates by  
27 reference all of the allegations contained in the preceding paragraphs of this  
28 Complaint.



1           89. There currently exists between the parties an actual and on-going  
2 controversy regarding the respective rights and liabilities of the parties regarding,  
3 *inter alia*, the need for Defendants to accurately disclose or correct disclosure of  
4 the actual lack of additional concussion protection offered by the Revolution  
5 helmets in question as detailed above and/or the need of Defendants to restore  
6 some or all amounts that should not have been paid by Class members based on  
7 these misrepresentations and omissions of material facts, as alleged in detail above.

8           90. Plaintiffs, members of the Class and the general public may be  
9 without adequate remedy at law, rendering declaratory relief appropriate in that:

- 10           a. Damages may not adequately compensate the Class members for the  
11 injuries suffered, nor may other claims permit such relief;
- 12           b. The relief sought herein in terms of ceasing such practices, providing  
13 full and complete corrective disclosure and/or declaring there is an  
14 obligation of Defendants to pay such monies to Class members may  
15 not be fully accomplished by awarding damages; and
- 16           c. If the conduct complained of is not enjoined, harm will result to Class  
17 members because Defendants' wrongful conduct is continuing, claims  
18 are unresolved, persons (primarily minors) are wearing helmets that do  
19 not provide the promised protection, and persons are entitled to the  
20 direct monies taken from them.

21           91. Class members may suffer irreparable harm if a determination of the  
22 parties' rights and obligations is not ordered.

23           92. Accordingly, Plaintiff requests the Court issue an order granting the  
24 following declaratory relief:

- 25           a. That a judicial determination and declaration be made of the rights of  
26 Class members and the corresponding responsibilities of Defendants;
- 27           b. That Defendants be ordered to provide notice in clear and conspicuous  
28 language to Class members and the public of the actual lack of

1 additional concussion protection the Revolution helmet provides as  
2 compared to other helmets; and/or

- 3 c. An order declaring Defendants are obligated to pay restitution to all  
4 members of the Class as appropriate and/or otherwise pay over all  
5 funds Defendants wrongfully acquired either directly or indirectly by  
6 which Defendants were unjustly enriched.

7 **PRAYER FOR RELIEF**

8 Plaintiff, on behalf of himself and the Class, requests that the Court order the  
9 following relief and enter judgment against Defendants as follows:

10 1. An Order certifying the proposed Class under Rule 23 of the Federal  
11 Rules of Civil Procedure and appointing Plaintiff and his counsel to represent the  
12 class;

13 2. A declaration that Defendants have engaged in the illegal conduct  
14 described herein and of the rights and obligations of the parties;

15 3. An Order awarding declaratory and injunctive relief as permitted by  
16 law or equity, including permanently enjoining Defendants from continuing their  
17 unlawful practices as set forth herein;

18 4. An Order requiring Defendants engage in a corrective advertising  
19 campaign;

20 5. A judgment awarding Plaintiff and the Class appropriate equitable  
21 monetary relief, including disgorgement and restitution, in an amount according to  
22 proof;

23 6. An award of attorneys' fees and costs incurred in prosecuting this  
24 action pursuant to, *inter alia*, Code of Civ. Proc. § 1021.5 and the other laws  
25 referenced herein;

26 7. Pre-judgment and post-judgment interest; and

27 8. All other relief that the Court deems necessary, just and proper.

28 ///

**JURY TRIAL DEMAND**

1  
2 Plaintiff demands a trial of this action by a jury on all causes of action so  
3 triable.

4 Dated: February 14, 2014

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5 By: S/Alan M. Mansfield  
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19 Attorneys for Plaintiff  
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9 *Attorneys for Plaintiffs*  
10 [*Additional Counsel Listed on Signature Page*]

11 **UNITED STATES DISTRICT COURT**  
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 GUSTAVO GALVAN, individually and on  
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 RIDDELL, INC.; ALL AMERICAN  
SPORTS CORPORATION d/b/a  
18 RIDDELL/ALL AMERICAN; RIDDELL  
SPORTS GROUP; EASTON-BELL  
19 SPORTS, INC.; EASTON-BELL SPORTS,  
LLC; EB SPORTS CORPORATION; RBG  
20 HOLDINGS CORPORATION; and DOES  
1-10, inclusive,

21 Defendants.  
22

Case No.: '14CV0359 DMS WVG

CLASS ACTION

DECLARATON OF VENUE

23  
24 I, ALAN M. MANSFIELD, declare as follows:

25 1. I am one of the counsel for Plaintiffs in this action and make this  
26 declaration to the best of my knowledge of the facts stated herein.

27 1. Defendant RIDDELL, INC. is a corporation organized and existing  
28 under the laws of the State of Illinois. Riddell, Inc. is engaged in the business of

1 designing, manufacturing, selling and distributing football equipment, including  
2 Revolution brand helmets. Riddell, Inc. ships its products, including Revolution  
3 helmets, to direct purchasers and distributors in California, maintains a direct sales  
4 force in California, sells its products in retail stores in California, and advertises its  
5 products in California.

6 2. Defendant ALL AMERICAN SPORTS CORPORATION d/b/a  
7 RIDDELL/ALL AMERICAN is a corporation organized and existing under the  
8 laws of the State of Delaware and is engaged in the business of designing,  
9 manufacturing, selling and distributing football equipment, including Revolution  
10 brand helmets. All American Sports Corporation ships its products, including  
11 Revolution helmets, to direct purchasers and distributors in California, maintains a  
12 direct sales force in California, sells its products in retail stores in California, and  
13 advertises its products in California.

14 3. Defendant EASTON-BELL SPORTS, INC. is a Delaware corporation,  
15 with a principal place of business at 7855 Haskell Avenue, Suite 200, Van Nuys,  
16 California 91406, and is a parent corporation of Riddell Sports Group, Inc. Easton-  
17 Bell Sports, Inc. designs, develops and markets branded athletic equipment and  
18 accessories, including marketing and licensing products under the Riddell brand.  
19 Easton-Bell Sports, Inc. ships its products, including Revolution brand helmets, to  
20 direct purchasers and distributors in California, maintains a direct sales force in  
21 California, sells its products in retail stores in California, and advertises its products  
22 in California.

23 4. Defendant EASTON-BELL SPORTS, LLC is the parent corporation  
24 of Easton-Bell Sports, Inc. and is incorporated in Delaware, with a principal place  
25 of business at 152 West 57<sup>th</sup> Street, New York, New York 10019. Defendant ships  
26 its products, including Revolution brand helmets, to direct purchasers and  
27 distributors in California, maintains a direct sales force in California, sells its  
28 products in retail stores in California, and advertises its products in California.

1           5. Defendant EB SPORTS CORPORATION is a Delaware corporation  
2 with its principal place of business at 7855 Haskell Avenue, Van Nuys, California  
3 91406. Defendant ships its products, including Revolution brand helmets, to direct  
4 purchasers and distributors in California, maintains a direct sales force in  
5 California, sells its products in retail stores in California, and advertises its products  
6 in California.

7           6. Defendant RBG HOLDINGS CORP. is a Delaware corporation with  
8 its principal place of business at 7855 Haskell Avenue, Van Nuys, California  
9 91406. Defendant RBG operates a holding company which, through its  
10 subsidiaries and affiliates, designs, develops and markets sports equipment,  
11 including Revolution brand helmets. Defendant, through its wholly owned  
12 subsidiaries and affiliates, ships its products, including Revolution brand helmets,  
13 to direct purchasers and distributors in California, maintains a direct sales force in  
14 California, sells its products in retail stores in California, and advertises its products  
15 in California.

16           7. The transactions which form the basis of this action, or a not  
17 insubstantial portion thereof, occurred in the County of San Diego insofar as the  
18 advertisement and sale of the Revolution football helmets at issue here. Plaintiff's  
19 Complaint filed in this matter contains a cause of action for violation of the  
20 Consumers Legal Remedies Act as against Defendants Riddell, Inc., All American  
21 Sports Corporation d/b/a Riddell/All American; Riddell Sports Group; Easton-Bell  
22 Sports, Inc.; Easton-Bell Sports, LLC; EB Sports Corporation and RBG Holdings  
23 Corporation.

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8. Per the foregoing assertions, this cause of action has been properly commenced in the proper county or judicial district for trial.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this declaration was executed on this 14<sup>th</sup> day of February, 2014, at San Diego, California.

S/Alan M. Mansfield  
ALAN M. MANSFIELD



JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b> GUSTAVO GALVAN</p> <p>(b) County of Residence of First Listed Plaintiff <u>Los Angeles County</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> WHATLEY KALLAS, LLP/Alan M. Mansfield (SBN 125998) 10200 Willow Creek Road, Ste. 160, San Diego, CA 92131 Tel: (619) 308-5034 E-Mail: amansfield@whatleykallas.com</p>	<p><b>DEFENDANTS</b> RIDDELL, INC.; ALL AMERICAN SPORTS CORPORATION d/b/a RIDDELL/ALL AMERICAN; RIDDELL SPORTS GROUP; (Cont'd)</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i> _____</p> <p style="text-align: right; font-size: 1.2em;"><b>'14CV0359 DMS WVG</b></p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:33%; text-align: center;"><b>PTF</b></td> <td style="width:33%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3
	<b>PTF</b>	<b>DEF</b>											
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1											
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2											
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3											

<b>IV. NATURE OF SUIT</b> <i>(Place an "X" in One Box Only)</i>				
<p><b>CONTRACT</b></p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p><b>TORTS</b></p> <p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel &amp; Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p>	<p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p><b>PERSONAL PROPERTY</b></p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p><b>FORFEITURE/PENALTY</b></p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p><b>LABOR</b></p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p> <p><b>IMMIGRATION</b></p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p><b>BANKRUPTCY</b></p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p><b>PROPERTY RIGHTS</b></p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p><b>SOCIAL SECURITY</b></p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p><b>FEDERAL TAX SUITS</b></p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>
<p><b>REAL PROPERTY</b></p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease &amp; Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p><b>CIVIL RIGHTS</b></p> <p><input type="checkbox"/> 440 Other Civil Rights</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/ Accommodations</p> <p><input type="checkbox"/> 445 Amer. w/Disabilities - Employment</p> <p><input type="checkbox"/> 446 Amer. w/Disabilities - Other</p> <p><input type="checkbox"/> 448 Education</p>	<p><b>PRISONER PETITIONS</b></p> <p><b>Habeas Corpus:</b></p> <p><input type="checkbox"/> 463 Alien Detainee</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><b>Other:</b></p> <p><input type="checkbox"/> 540 Mandamus &amp; Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement</p>	<p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input checked="" type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>	

**V. ORIGIN** *(Place an "X" in One Box Only)*

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District *(specify)*     6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*  
**CAFA, 28 U.S.C. Section 1332(d); 28:1331 - Federal Question**

Brief description of cause:  
**SEE ATTACHMENT**

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ **In excess of \$5 million**    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes     No

**VIII. RELATED CASE(S) IF ANY** *(See instructions):*    JUDGE \_\_\_\_\_    DOCKET NUMBER \_\_\_\_\_

DATE 2/14/14    SIGNATURE OF ATTORNEY OF RECORD 

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**ATTACHMENT TO CIVIL COVER SHEET**

**I. (a) DEFENDANTS (Cont'd):**

**EASTON-BELL SPORTS, INC.; EASTON-BELL SPORTS, LLC; EB SPORTS CORPORATION; RBG HOLDINGS CORPORATION; and DOES 1-10, inclusive**

**I. (c) Attorney's (Firm name, etc.) Cont'd:**

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**VI. CAUSE OF ACTION:**

Consumer Class Action for injunctive and monetary relief against company for false advertising and sale of Revolution football helmets.