

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**KENNY KING, Individually and as  
Executive President of Alliance Youth  
Sports Inc.,** )

**Plaintiff,** )

**v.** )

**RIDDELL, INC., ALL AMERICAN  
SPORTS CORPORATION d/b/a  
RIDDELL/ALL AMERICAN; RIDDELL  
SPORTS GROUP; EASTON-BELL  
SPORTS, INC.; EASTON-BELL  
SPORTS, LLC; EB SPORTS  
CORPORATION; and RBG HOLDINGS  
CORPORATION,** )

**Defendants.** )

**CASE NO.:** 1:14-CV-1846

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiff, Kenny King, individually and on behalf of all others similarly situated (hereinafter "Plaintiff"), brings this suit against Defendants, RIDDELL, INC. (hereinafter "Riddell"), ALL AMERICAN SPORTS CORPORATION d/b/a Riddell/All American (hereinafter "All American"), RIDDELL SPORTS GROUP (hereinafter "RSG"), EASTON-BELL SPORTS, INC. (hereinafter "EBSI"), EASTON-BELL SPORTS, LLC (hereinafter "EBSL"), EB SPORTS CORPORATION (hereinafter "EBSC"), and RBG HOLDINGS CORPORATION (hereinafter "RBGHC"), and based on personal knowledge as to the facts related to him and based on the investigation of counsel for all other allegations, alleges as follows:

**SUMMARY OF THE ACTION**

1. The Plaintiff files this action against Riddell, All American, RSG, EBSI, EBSL, EBSC, and RBGHC (hereinafter referred to collectively as “the Riddell Defendants”), due to the Defendants deceptive and unfair conduct, as it pertained to the manufacture, sale, marketing, and advertisement of the Revolution football helmet, in violation of the Illinois Consumer Fraud and Deceptive and Unfair Trade Practices Act, 815 ILCS 505/1 *et seq.*

2. This is an action for temporary and permanent relief, damages, civil penalties, attorney’s fees and other statutory relief brought pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act.

3. This is a class action brought on behalf of consumers who purchased the Riddell Defendants’ premium-priced Revolution football helmets based on the unfair, deceptive, and unconscionable acts or marketing that the Revolution helmet reduced concussions by 31%. Plaintiff alleges that the Riddell Defendants engaged in a scheme to mislead consumers about the benefits of these premium-priced helmets in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act.

4. Plaintiff alleges that Defendants concealed and misrepresented material facts concerning the true effectiveness (if any) of their Revolution helmets in reducing concussions. In reliance on the Defendants’ marketing scheme, Plaintiff and the Class, as defined *infra*, paid a premium price for a helmet with little to no material difference in concussion reduction, and certainly not as much as advertised, and were damaged as a result. Plaintiff and the Class seek actual damages and injunctive relief for the Defendants’ false and misleading representations and omissions.

5. All allegations and claims are pled in the alternative to the extent such an interpretation is necessitated by law, required for proper construction under the law, and permitted under federal law.

**PARTIES**

6. Plaintiff Kenny King is a citizen of Arizona residing in Maricopa County, Arizona. Kenny King purchased a Riddell Revolution football helmet in Arizona during the below defined class period.

7. Plaintiff Kenny King is the Executive President of Alliance Youth Sports, Inc. Alliance Youth Sports, Inc., is football association for youth ages 7-14 years in Arizona with offices at 2223 W. Pecos Road, Suite 10, Chandler AZ 85224. Alliance Youth Sports, Inc., purchased hundreds of Riddell helmets including the Revolution helmet during the applicable period.

8. Defendant Riddell, Inc., is a corporation organized and existing under the laws of the State of Illinois and whose principal place of business is in the State of Illinois. Riddell is engaged in the business of designing, manufacturing, selling and distributing football equipment, including helmets, within the State of Illinois. Upon information and belief, this Defendant ships its products to distributors in Illinois, sells its products in retail stores in Illinois, and advertises its products in Illinois.

9. Defendant All American Sports Corporation, doing business as Riddell/All American, is a corporation organized and existing under the laws of the State of Delaware and is engaged in the business of designing, manufacturing, selling and distributing football equipment, including helmets, within the State of Illinois. Upon information and belief, this Defendant ships its products to distributors in Illinois, sells its products in retail stores in Illinois, and advertises

its products in Illinois.

10. Defendant Riddell Sports Group, Inc., is a Delaware Corporation with its principal place of business at 6255 N. State Highway, #300, Irving, Texas 76038. Upon information and belief, this Defendant ships its products to distributors in Illinois, sells its products in retail stores in Illinois, and advertises its products in Illinois.

11. Defendant Easton-Bell Sports, Inc., is a Delaware corporation with a principal place of business at 7855 Haskell Avenue, Suite 200, Van Nuys, California 91406 and is a parent corporation of Riddell Sports Group Inc. Easton-Bell Sports, Inc. designs, develops, and markets branded athletic equipment and accessories, including marketing and licensing products under the Riddell brand. Upon information and belief, this Defendant ships its products to distributors in Illinois, sells its products in retail stores in Illinois, and advertises its products in Illinois.

12. Defendant Easton-Bell Sports, LLC, is the parent corporation of Easton-Bell Sports, Inc., and is incorporated in Delaware, with a principal place of business at 152 West 57<sup>th</sup> Street, New York, New York 10019. Upon information and belief, this Defendant ships its products to distributors in Illinois, sells its products in retail stores in Illinois, and advertises its products in Illinois.

13. Defendant EB Sports Corporation is a Delaware corporation with its principal place of business at 7855 Haskell Avenue, Van Nuys, California 91406. Upon information and belief, this Defendant ships its products to distributors in Illinois, sells its products in retail stores in Illinois, and advertises its products in Illinois.

14. Defendant RBG Holdings Corporation is a Delaware corporation with its principal place of business at 7855 Haskell Avenue, Suite 350, Van Nuys, California 91406. Upon information and belief, this Defendant ships its products to distributors in Illinois, sells its

products in retail stores in Illinois, and advertises its products in Illinois.

**JURISDICTION AND VENUE**

15. Jurisdiction is proper under the Class Action Fairness Act, ("CAFA"), Pub. L. No. 109-2, 119 Stat. 4 (2005), codified at 28 U.S.C. §1332(d)(2), as this is a class action in which there are more than 100 purported Class Members, the aggregate amount in controversy exceeds \$5,000,000 exclusive of interest and costs, and members of the plaintiff class include citizens of a State different from any Defendant. Specifically, Plaintiff alleges that more than two-thirds of all of the members of the proposed Class in the aggregate are citizens of a state other than the Defendants'.

16. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) because the amount in controversy exceeds \$75,000 and the lawsuit is between citizens of different states.

17. Venue is proper under 28 U.S.C. § 1391(b) because (1) Defendants are subject to personal jurisdiction in this District, and (2) a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. Defendants engaged in the extensive promotion, marketing, distribution, and sales of the products at issue in this District. Furthermore, several members of the Class purchased products from Defendants in this District.

18. This Court has personal jurisdiction of Defendants because the Defendants have sufficient minimum contacts with Illinois and/or Defendants otherwise purposely avail themselves of the markets of Illinois through the promotion, marketing, and sale of their products and services in Illinois to render the exercises of jurisdictions by this Court permissible under traditional notions of fair play and substantial justice.

## FACTS

19. The Riddell Defendants have operated as a business through designing, developing, manufacturing, selling, and distributing football equipment, including helmets, in one form or another, since 1922.

20. In 2000, while the Defendants developed and designed the Revolution helmet, Biokenetics, a biomechanics firm hired by the NFL, and subsequently the Defendants, sent the company a report showing that no football helmet, no matter how revolutionary, could prevent concussions.

21. In 2002, the Riddell Defendants released for sale, manufactured, sold, and/or distributed the Riddell Revolution helmet designed with the intent of reducing the risk of concussion.

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

23. The Riddell Defendants used this study to claim that the Revolution helmet reduced concussions by 31%,<sup>1</sup> despite UPMC’s suggestion that they not make such claims, as well as peer reviewed comments stating concerns that the study suffers “serious, if not fatal, methodological flaw.” Published in the Journal of Neurosurgery, leaders in the concussion field revealed the study by UPMC was flawed in that it discounted low impact hits and in turn proved that the Revolution did not reduce the risk of concussions. Moreover, Riddell subsequently

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<sup>1</sup>See Riddle Press Release on January 9, 2006 titled “Research Shows Riddell Revolution Football Helmet Provides Better Protection Against Concussions”, attached as Exhibit A and available for review on Defendant Riddell’s website.

failed to disclose to the public, and eventually Congress, that there were serious conflicts of interests concerns in the development of the original 2003 study: namely, that funded the study and that Riddell's vice president of research and development, Thad Ide, was one of the study authors.

24. Despite continuing and mounting criticism by industry leaders as well as Congress, the Riddell Defendants continued the sale, marketing, and distribution of the Revolution helmets to youth football players, high schools, and colleges.

25. Particularly troubling is the fact that the Defendants touted the helmets as markedly safer for youth players, when in fact, they never tested the helmets on youth players at all.

26. Throughout the Class Period, Defendants have marketed, advertised, sold, and disseminated the Revolution helmet as a helmet that reduces concussions by 31%. Despite Defendants' representations to the contrary, there is no material difference in the Revolution, and other helmets in regard to concussion prevention, and certainly a 31% reduction as claimed.

27. Defendants conspicuously failed to disclose that the Revolution helmets provide no material difference despite evidence to the contrary. Coupled with their affirmative statements to the contrary, Defendants' glaring omission that there is no material difference would, and did, mislead reasonable consumers.

28. Because Defendants' claims were included in advertisements, marketing, and sales presentations, a reasonable consumer would likely be misled into believing that the Revolution helmet reduces concussions by 31%, or at least to a substantial degree.

29. As a result of the Defendants' deceptive marketing scheme, consumers purchased Revolution helmets based on the false belief that they would reduce concussions by 31%. These

customers paid significantly higher prices with no meaningful benefits.

30. Upon information and belief, the Revolution Helmets sell at a premium of at least an additional \$50.00 per comparable helmet. Therefore, all consumers who purchased a Revolution helmet have been injured by Defendants' deceptive marketing scheme and are owed restitution and damages.

### **CLASS ACTION ALLEGATIONS**

31. Plaintiff brings this class action on behalf of himself and all other similarly situated members of a proposed Class defined as follows:

All persons who paid, in whole or in part, for a Riddell Revolution helmet from the beginning of the applicable statute of limitations through the present (the "Class Period").

Excluded from the Class are the following:

- a. All judicial officers in the United States and their families through the third degree of relationship;
- b. Defendants and any of their officers, directors, and employees, and any person or entities who already settled or otherwise compromised similar claims against the defendant;
- c. Plaintiff's counsel, anyone working at the direction of Plaintiff's counsel, and/or any of their immediate family members; and
- d. Anyone who has pending against a named Defendant on the date of the Court's final certification order any individual action wherein the recovery sought is based in whole or in part on the type of claims asserted herein.

32. The definition of the Class is unambiguous. Plaintiff is a member of the Class he seeks to represent. The Class Members can be notified of the class action through



publication and direct mailings to address lists maintained in the usual course of business by Defendants.

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

34. **Commonality.** Common legal and factual questions exist that 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 reference to any Class Member's individual circumstances, include but are not limited to:

- a. Whether Defendants' representations regarding their Revolution helmets were false and misleading;
- b. Whether Defendants' failure to disclose that their Revolution helmets would mislead a reasonable consumer;
- c. Whether the Revolution helmet reduces concussions by 31%, a material amount, or at all;
- d. Whether Defendants charged a price premium for the Revolution helmet;
- e. Whether Defendants' conduct as set forth herein constitutes the act, use or employment of an unconscionable commercial practice, deceptive, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression or omission of any material fact;
- f. Whether Defendants violated state consumer protection statutes and/or false advertising statutes and/or state deceptive business practices

statutes;

- g. Whether Defendants breached express or implied warranties;
- h. Whether Defendants violated the common law of unjust enrichment; and
- i. Whether Plaintiff and the Class have been damaged by the wrongs

complained of herein, and if so, whether Plaintiff and the Class are entitled to injunctive and/or other equitable relief, including restitution and/or actual damages, and if so, the nature and amount of such relief.

35. Defendants engaged in a common course of conduct giving rise to the legal rights sought to be enforced by the Class Members. Similar or identical statutory and common law violations and deceptive business practices are involved. Individual questions, if any, pale by comparison to the numerous common questions that predominate.

36. **Typicality.** Plaintiff's claims are typical of the Class Members' claims. Defendants' common course of conduct caused the Plaintiff and all Class Members the same harm. In particular, Defendants' conduct caused each Class Members' economic loss. Likewise, Plaintiff and other Class Members must prove the same facts in order to establish claims.

37. **Numerosity.** The Class is so numerous that the individual joinder of all members is impracticable. While the Class' exact number and identity of Class Members are currently unknown and can only be ascertained through appropriate discovery, Plaintiff, on information and belief, allege that the Class will include at least thousands of members.

38. **Adequacy of Representation.** Plaintiff is an adequate Class Representative because he is Class Member, and his interests do not conflict with the Class' interests. Plaintiff retained counsel competent and experienced in consumer protection class actions and Plaintiff and his counsel will fairly and adequately protect the Class' interests.

39. **The Class can be properly maintained under Rule 23(b)(2).** Defendants have acted or refused to act, with respect to some or all issue presented in this Complaint, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as whole.

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

## COUNT I

### **Violation of Illinois Consumer Fraud and Deceptive Business Practices Act, ("IFCA") 815 ILCS 505/1 et seq., on Behalf of Plaintiff and Class Members**

41. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Class Action Complaint as if set forth herein.

42. Plaintiff and all other Class Members are consumers that purchased the Revolution Helmet.

43. Defendants are persons engaged in trade and commerce that owed a statutory duty to refrain from unfair, misleading or deceptive acts or practices the promotion and sale of the Revolution Helmet. Defendants violated this duty by affirmatively misrepresenting the characteristics, uses, benefits, quality, and intended purposes of the Revolution Helmet. Defendants' market and promote the Revolution helmet in a misleading, inaccurate, and deceptive manner as set forth herein.

44. Defendants' promotion of the Revolution helmet's effectiveness in reducing concussions and appropriateness for players over other comparable helmets created and/or reinforced a false impression as to the quality and effectiveness of the Revolution helmet.

45. Defendants profited from consumers purchasing and paying a premium price for the Revolution helmet under the false pretense that, among other features, the helmet was 31% or substantially better at prevent concussions.

46. Defendants' misrepresentations are material because a reasonable person, as well as Plaintiff and Class Members would deem such information about concussion prevention important to their purchasing decisions or conduct regarding the purchase and use of a football helmet.

47. Defendants' deceptive representations and material omissions to Plaintiff and the proposed Class Members were, and are unfair and deceptive acts and practices.

48. Defendants engaged in wrongful conduct while at the same time obtaining, under false pretenses, significant sums of money from Plaintiff and the proposed Class Members.

49. Plaintiff and Members of the Class were directly and proximately injured by Defendants' conduct, and suffered an ascertainable loss of money or property, by purchasing and

paying a premium price for the Revolution Helmet, that they would not have paid for had Defendants not engaged in their deceptive marketing campaign. Plaintiff and the proposed Class Members are entitled to relief, in an amount to be determined at trial.

50. Defendants' actions, as complained of herein, constitute unfair compensation or unfair, unconscionable, deceptive, or fraudulent acts or practices in violation of various state consumer protection statutes listed below.

51. Specifically, Plaintiff, for himself and Members of the Class, allege violations of and seeks redress under the following statutes:

- a. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of ALASKA STAT. § 45.50.471, *et seq.*;
- b. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of ARIZ. REV. STAT. § 44-1522, *et seq.*;
- c. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of ARK. CODE § 48-88-101, *et seq.*, including § 4-88-113(£), and § 4-88-102(5);
- d. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of CAL. Bus. & PROF. CODE § 17200, and CAL. CIV. CODE § 1770, *et seq.* At this time Plaintiff seeks injunctive relief only on this claim. A letter pursuant to CAL. Crv. CODE § 1782 was sent to Defendants, and Plaintiff will amend if needed to seek damages;
- e. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of COLO. REV. STAT. § 6-1-105, *et seq.*,

including § 6-1-113(1)(c) and § 6-1-102(b);

- f. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of CONN. GEN. STAT. § 42-110b, *et seq.*, including § 42-110(a)(3);
- g. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of 6 DEL. CODE § 2511, *et seq.*, including 6 DEL. CODE § 2512;
- h. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of D.C. CODE § 28-3901, *et seq.*, including § 28-390(1);
- i. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of FLA. STAT. § 501.201, *et seq.*;
- j. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of IDAHO CODE § 48-601, *et seq.*, including § 48-602;
- k. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of INDIANA CODE ANN. § 24-5-0.5-3;
- l. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of 815 ILCS § 501/1, *et seq.*;
- m. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of ME. REV. STAT. ANN. Tit. § 59205-A;
- n. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of MD. CONN. LAW CODE § 13-101, *et seq.*,

including § 13-101(h);

- o. Plaintiff will assert, after the period for the present demand letter has passed, that Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Mass. Ch. 93A § 1, *et seq.*;
- p. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of MICH. STAT. § 445.901, *et seq.*, including § 445-902(c);
- q. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of MINN. STAT. § 325F.67, *et seq.*, including § 407.010(5);
- r. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Vernon's Mo. REV. STAT. § 407.010, *et seq.*;
- s. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of NEB. REV. STAT. § 59-1601, *et seq.*, including § 59-1601(1);
- t. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of NEV. REV. STAT. § 598.0903, *et seq.*;
- u. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of N.H. REV. STAT. § 358-A:1, *et seq.*, including § 358A:1(1);
- v. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of N.J. STAT. ANN. § 57:8-1, *et seq.*,

including § 56:8-1(d);

- w. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of N.M. STAT. ANN. § 57-12-1, *et seq.*;
- x. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of N.Y. GEN. Bus. LAW § 349, *et seq.*;
- y. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of N.C. GEN. STAT. § 75-1.1, *et seq.*;
- z. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of N.D. CENT. CODE § 51-15-01, *et seq.*, including § 51-15-01(4);
- aa. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Ohio REV. STAT. § 1345.01, *et seq.*, including § 1345.01(B);
- bb. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of OKLA. STAT. Tit. 15 § 751, *et seq.*;
- cc. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of OR. REV. STAT. § 646.605, *et seq.*, including § 646.605(4);
- dd. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of 73 PA. STAT. § 201-1, *et seq.*, including § 201-2(2);
- ee. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of S.C. CODE LAWS § 39-5-10, *et seq.*,



including § 39-5-10(9);

- ff. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of S.D. CODE LAWS § 37-24-1, *et seq.*, including § 37-24-1(8);
- gg. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of WEST VA. CODE § 46A-6-101, *et seq.*;
- hh. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of WYO. STAT. ANN. § 40-12-101, *et seq.*;
- ii. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of UTAH CODE ANN. § 13-1 1-1, *et seq.*;
- jj. Defendants have engaged in unfair competition or unfair, deceptive acts or fraudulent acts or practices in violation of WASH. REV. CODE § 19.86.010, *et seq.*, including § 19.86.010(1); and
- kk. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Wis. STAT. § 100.18, *et seq.*

52. Plaintiff and Class Members are entitled to damages, restitution, disgorgement, and/or such orders or judgments as may be necessary to restore to any person in interest, any money which may have been acquired by means of such unfair practices and to the relief set forth below.

## COUNT II

### **(Unjust Enrichment)**

53. Plaintiff incorporates by reference the above paragraphs as though fully set forth herein.

54. As a result of Defendants' false and deceptive advertisements, promises and representations concerning the Revolution helmets, and as a consequence of Defendants' unconscionable trade practices, their sharp and deceitful marketplace practices, and their false promises, all aforesaid, Plaintiff and the Class Members paid money to and conferred a benefit upon Defendants in connection with the sale of Revolution helmets to Plaintiff and Class Members, which benefit was received and continues to be retained by Defendants.

55. Retention of that benefit at the expense of all Class Members and without reimbursement by Defendants to Plaintiff and all Class Members would be unjust and inequitable.

56. Defendants, as a result of their false and deceptive conduct as aforesaid, became indebted to Plaintiff and the Class for the sums paid to Defendants for purchase of the misrepresented helmets. Retention of said sums, without reimbursement, would result in the unlawful, unjust and inequitable enrichment of Defendants beyond their lawful rights in connection with the sale of the Revolution helmets to Plaintiff and the Class.

57. All monies paid by Plaintiff and the Class to Defendants for purchase of the Revolution helmets, including all interest earned by Defendants on such monies while in the wrongful possession thereof, should be disgorged by Defendants and reimbursed to Plaintiff and the Class under principles of unjust enrichment.

58. As a proximate result of Defendants' conduct, Plaintiff and the Class were damaged.

**PRAYER FOR RELIEF**

59. Plaintiff, on behalf of themselves and the Class, request that the Court order the following relief and enter judgment against Defendants as follows:

- a. An Order certifying and appoint the proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and his counsel to represent the class;
- b. A declaration that Defendants have engaged in the illegal conduct herein;
- c. An Order that Defendants be permanently enjoined from their improper activities and conduct described herein;
- d. A judgment awarding Plaintiff and the Class restitution in an amount according to proof, including actual damages and attorney's fees and all other entitled awards, including punitive damages, under the Illinois Consumer Fraud and Deceptive Practices Act in an amount to be determined by a jury;
- e. Pre-judgment and post-judgment interest and the cost of this action; and
- f. All other relief that the Court deems necessary, just, and proper.

**JURY TRIAL DEMAND**

Plaintiff demands a trial of this action by a jury.

Dated: March 14, 2014

Respectfully submitted,

**KENNY KING**

**FOOTE, MIELKE, CHAVEZ & O'NEIL, LLC**

By: /s/Kathleen C. Chavez  
*One of Plaintiff's Attorneys*

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