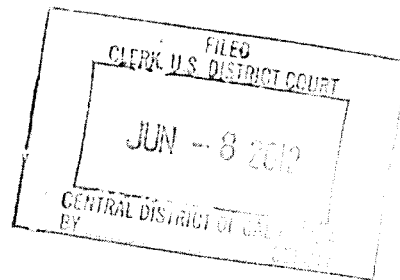


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 28 and NFL PROPERTIES LLC

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

WILLIAM S. RADEMACHER and
 MATTHEW L. MONGER,

Plaintiffs,

v.

NATIONAL FOOTBALL LEAGUE; NFL
 PROPERTIES LLC; RIDDELL, INC. d/b/a
 RIDDELL SPORTS GROUP, INC.; ALL
 AMERICAN SPORTS CORPORATION,
 d/b/a RIDDELL/ALL AMERICAN;
 RIDDELL SPORTS GROUP, INC.;
 EASTON-BELL SPORTS, INC.; EASTON-
 BELL SPORTS, LLC; EB SPORTS CORP.;
 and RBG HOLDINGS CORP., and JOHN
 DOES 1 through 10, Inclusive,

Defendants.

CASE NO. CV 12-05012

NOTICE OF REMOVAL OF
 CIVIL ACTION UNDER
 28 U.S.C. § 1441

FIRST AMENDED
 COMPLAINT FILED:
 Los Angeles Superior Court
 Case No. LC096597
 May 4, 2012

STOLPMA

1 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
2 CENTRAL DISTRICT OF CALIFORNIA:

3 PLEASE TAKE NOTICE that, for the reasons set forth below,
4 Defendants National Football League (“NFL”) and NFL Properties LLC (“NFLP,”
5 and together with the NFL, the “NFL Defendants”), by their undersigned attorneys,
6 file this Notice of Removal to remove the claims against them in this action from
7 the Superior Court of the State of California, Los Angeles County, to the United
8 States District Court for the Central District of California pursuant to 28 U.S.C. §§
9 1367, 1441 and 1446. Removal is made pursuant to 28 U.S.C. § 1331 on the basis
10 of federal question jurisdiction. The grounds for removal are as follows:

11 **I. INTRODUCTION AND BACKGROUND**

12 1. On May 11, 2012, the NFL Defendants were served by
13 Plaintiffs, two former NFL players, with a Summons and the First Amended
14 Complaint (the “FAC”) filed in the Superior Court of the State of California, Los
15 Angeles County, No. LC096597. Copies of these papers and other documents filed
16 in the action are annexed as **Exhibit A**.

17 2. The FAC alleges, among other things, that the NFL failed to
18 “warn and protect NFL players . . . against the long-term brain injury risks
19 associated with football-related concussions,” failed to “enact league-wide
20 guidelines and mandatory rules regulating post-concussion medical treatment and
21 return-to-play standards for players who suffer a concussion,” and fraudulently
22 misrepresented “that there was no link between concussions and later life
23 cognitive/brain injury.” (FAC ¶¶ 46-47, 152.) The FAC further alleges that NFLP
24 “breached its duty to ensure that the equipment it licensed and approved were of
25 the highest possible quality and sufficient to protect NFL players.” (FAC ¶ 176.)
26 The FAC alleges causes of action for “negligence-monopolist,” negligence, fraud,
27 fraudulent concealment and conspiracy against the NFL, and negligence against
28 NFLP. (FAC ¶¶ 119-79, 210-12.) The FAC also alleges causes of action for strict

1 liability for manufacturing and design defects, failure to warn and negligence
2 against Riddell, Inc. d/b/a Riddell Sports Group, Inc.; All American Sports Corp.
3 d/b/a Riddell/All American; Riddell Sports Group, Inc.; Easton-Bell Sports, Inc.;
4 Easton-Bell Sports, LLC; EB Sports Corp.; and RBG Holdings Corp. (collectively,
5 the “Riddell Defendants”). (FAC ¶¶ 180-209.) Plaintiffs seek recovery of
6 compensatory and general damages, special and incidental damages, punitive
7 damages, and costs. (FAC p. 38-39.)

8 3. The relationship between the NFL Defendants and Plaintiffs is
9 governed by various collective bargaining agreements (“CBAs”) that were
10 executed and operative during their careers.¹ The 1968 AFL CBA was the product
11 of exhaustive arm’s-length negotiations between the AFL and the AFL Players
12 Association (the exclusive bargaining representative of AFL players). The 1970
13 and 1982 CBAs were the product of exhaustive arm’s-length negotiations between
14 the NFL Management Council (the exclusive bargaining representative of the
15 NFL) and the NFL Players Association (the exclusive bargaining representative of
16 NFL players). The CBAs “represent[] the complete understanding of the parties on
17 all subjects covered [t]herein.” (CBA Art. II § 1 (1982-87); *see also* CBA Art. II §
18 4 (1970); AFL CBA §16 (1968).) The CBAs include, among other terms,
19 provisions relating to player medical care and safety, equipment and dispute
20 resolution.

21 **II. GROUNDS FOR REMOVAL**

22 4. This Court has original jurisdiction of this action under 28
23 U.S.C. § 1331 because the action is one that is founded on a claim or right “arising
24 under the Constitution, laws, or treaties of the United States.” A defendant may

25 ¹ Rademacher played in the NFL, and a predecessor of the NFL, the American
26 Football League (“AFL”), from 1964 to 1970 (FAC ¶ 110), and thus played football
27 in the NFL pursuant to the 1968 AFL CBA and the 1970 CBA. Monger played in
28 the NFL from 1985 through 1990 (FAC ¶ 115), and thus played football in the NFL
pursuant to the 1982 CBA.

1 remove an action to federal court under 28 U.S.C. § 1441 if the complaint presents
2 a federal question, such as a federal claim. *See Avco Corp. v. Aero Lodge No. 735*,
3 390 U.S. 557, 560, 88 S. Ct. 1235, 1237, 20 L. Ed. 2d 126 (1968).

4 5. Federal question jurisdiction exists in this case based on
5 complete preemption under section 301 of the Labor Management Relations Act
6 (“LMRA”) of Plaintiffs’ claims.² *See Young v. Anthony’s Fish Grottos, Inc.*, 830
7 F.2d 993, 998 (9th Cir. 1987) (“[I]f federal law completely preempts a state law
8 claim and supplants it with a federal claim, the state law claim may be removed to
9 federal court.”).

10 6. To the extent that any of the claims in the Complaint is not
11 preempted, it “form[s] part of the same case or controversy.” 28 U.S.C. § 1367.
12 This Court thus has supplemental jurisdiction over all claims and parties. *See*
13 *Bobadilla-German v. Bear Creek Orchards, Inc.*, 641 F.3d 391, 394 (9th Cir.
14 2011) (holding that district court “had jurisdiction over [plaintiffs’] state-law
15 claims under 28 U.S.C. § 1367”); *Garcia v. Am. Red Cross*, No. CV-92 2513, 1992
16 WL 470325, at *1 (C.D. Cal. Aug. 12, 1992) (denying plaintiffs’ motion for
17 remand based on lack of jurisdiction over a pendent party co-defendant).

18 7. Section 301 of the LMRA provides that the federal courts have
19 original jurisdiction over all “[s]uits for violation of contracts between an employer
20 and a labor organization.” 29 U.S.C. § 185(a). The Supreme Court has held that
21 “questions relating to what the parties to a labor agreement agreed, and what legal
22 consequences were intended to flow from breaches of that agreement, must be

23
24 ² The 1970 and 1982 CBAs were signed by the NFL Management Council, an
25 entity created by the NFL for the purpose of collective bargaining, and the 1968
26 AFL CBA was signed by the AFL Player Relations Committee, the committee
27 tasked with collective bargaining with the AFLPA. The NFL is bound by the
28 CBAs’ terms and may invoke section 301 preemption because Plaintiffs’ claims
arise under the CBA and require the Court to interpret numerous CBA provisions.
See Atwater v. Nat’l Football League, 626 F.3d 1170, 1178-79 (11th Cir. 2010).

1 resolved by reference to uniform federal law, whether such questions arise in the
2 context of a suit for breach of contract or in a suit alleging liability in tort.” *Allis-*
3 *Chalmers Corp. v. Lueck*, 471 U.S. 202, 211, 105 S. Ct. 1904, 1911, 85 L.E.2d 206
4 (1985); *see also Hubbard v. United Airlines, Inc.*, 927 F.2d 1094, 1098-99 (9th
5 Cir. 1991) (holding that plaintiff’s fraud and RICO claims were preempted because
6 allegations “involve[d] violation of a right created by the CBA”). Thus, section
7 301 preempts tort claims seeking to vindicate “state-law rights and obligations that
8 do not exist independently of [collective bargaining] agreements” and also claims
9 “substantially dependent upon analysis of the terms of [a collective-bargaining]
10 agreement.” *Allis-Chalmers*, 471 U.S. at 213, 220; *Young*, 830 F.2d at 1001
11 (holding that plaintiff’s fraud and misrepresentation claims were preempted by
12 section 301).

13 8. Plaintiffs’ claims are preempted because resolution of those
14 claims is “inextricably intertwined with consideration of the terms of [the CBAs]”
15 or “substantially dependent” on an analysis of the relevant provisions of the CBAs.
16 *Allis-Chalmers*, 471 U.S. at 213, 215, 220; *see also Maxwell v. Nat’l Football*
17 *League*, No. 11-cv-08394 R(MANx), Order at 2 (C.D. Cal. Dec. 8, 2011)
18 (concussion-related negligence claim against NFL preempted); *Pear v. Nat’l*
19 *Football League*, No. 11-cv-08395 R(MANx), Order at 2 (C.D. Cal. Dec. 8, 2011)
20 (same); *Barnes v. Nat’l Football League*, No. 11-cv-08395 R(MANx), Order at 2
21 (C.D. Cal. Dec. 8, 2011) (same); *Duerson v. Nat’l Football League*, No. 12 C
22 2513, Mem. Op. and Order denying Pl.’s Mot. to Remand (N.D. Ill. May 11, 2012)
23 (same); *Stringer v. Nat’l Football League*, 474 F. Supp. 2d 894, 909-10 (S.D. Ohio
24 2007) (wrongful death claim arising out of heat-related illness against the NFL
25 preempted because resolution of the claim was substantially dependent upon an
26 analysis of CBA provisions related to NFL player medical care and treatment).

27 9. For example, adjudicating Plaintiffs’ claims will hinge on
28 provisions of the CBAs relating to player medical care, rule-making, and

1 equipment safety. *See, e.g.*, NFL CBA Art. XXXI § 1 (1982) (requiring physician
2 on staff of Member Clubs to inform a player in writing if he has a physical
3 condition that “could be significantly aggravated by continued performance”); *id.*
4 Art. XXXI § 2 (“[F]ull-time head trainers and assistant trainers . . . [must] be
5 certified by the National Athletic Trainers association.”); Constitution and By-
6 Laws for Major Professional Football Operations as Conducted by the National
7 Football League and the American Football League, Art. XIX, § 19.5 (1968-69),
8 and NFL Constitution and Bylaws Art. XIX § 19.5 (1970-2010) (requiring that the
9 home team provide a doctor and ambulance for each game since the AFL-NFL
10 merger); NFL Constitution and Bylaws Art. XVII supplement 12 (1980), Art. XVII
11 (1984-85), Art. XVII § 17.16(E) (1988-2010) (“All determinations of recovery
12 time for major and minor injuries must be by the club’s medical staff and in
13 accordance with the club’s medical standards” for players categorized as
14 “Reserve/Injured” on the Reserve List); NFL CBA Art. V §§ 1-4 (1970-77), Art.
15 XI § 8 (1977-87) (creating a Joint Committee to study, among other things, player
16 safety issues); Art. XI § 8 (1982-87) (mandating procedures for review,
17 investigation and resolution of disputes involving proposed rule changes that
18 “could adversely affect player safety”); Art. XI § 9 (1977-87) (inviting player
19 representatives to the Competition Committee meetings “to represent the players’
20 viewpoint on rules”).³ The Court will be required to interpret these benefits
21 provisions to determine the scope of the NFL’s duty and to determine whether the
22 NFL acted reasonably in light of those provisions. *See Maxwell*, No. 11-cv-08394
23 R(MANx), Order at 2.

24 10. Indeed, two separate district courts—including this Court in

25
26 ³ *See Clarett v. Nat’l Football League*, 369 F.3d 124, 142 (2d Cir. 2004) (“In the
27 [CBA], the union agreed to waive any challenge to the Constitution and Bylaws
28 and thereby acquiesced in the continuing operation of the . . . rules contained
therein.”); *see also Brown v. Nat’l Football League*, 219 F. Supp. 2d 372, 386
(S.D.N.Y. 2002)

1 *Maxwell, Pear and Barnes*—considering allegations similar to those alleged here
2 have recently determined that the NFL properly removed complaints brought by
3 former NFL players because resolution of their concussion-related negligence
4 claims was substantially dependent on, and inextricably intertwined with, an
5 analysis of CBA provisions concerning medical care and treatment of NFL players.
6 In *Maxwell, Pear and Barnes*, this Court, finding *Stringer* “to be persuasive,” held
7 that Plaintiffs’ negligence claims, premised, among other things, on allegations that
8 the NFL failed “to ensure accurate diagnosis and recording of concussive brain
9 injury so the condition can be treated in an adequate and timely manner,” were
10 preempted because “[t]he physician provisions of the CBA must be taken into
11 account in determining the degree of care owed by the NFL and how it relates to
12 the NFL’s alleged failure to establish guidelines or policies to protect the mental
13 health and safety of its players.” *Maxwell*, Order at 2; *Pear*, Order at 2; *Barnes*,
14 Order at 2; FAC ¶ 46 (alleging that the NFL “fail[ed] to . . . enact reasonable and
15 prudent rules to protect players against the risks associated with repeated brain
16 trauma”); *see also Duerson*, No. 12 C 2513, Mem. Op. and Order, at 7 (“A court
17 could plausibly interpret those provisions to impose a duty on the NFL’s clubs to
18 monitor a player’s health and fitness to continue to play football The NFL
19 could then reasonably exercise a lower standard of care in that area itself.
20 Determining the meaning of the CBA provisions is thus necessary to resolve
21 *Duerson*’s negligence claim.”). Having determined that at least one federal claim
22 was present, this Court exercised supplemental jurisdiction over the remaining
23 claims. *Maxwell*, Order at 2; *Pear*, Order at 2; *Barnes*, Order at 2; *see also*
24 *Duerson*, No. 12 C 2513, Mem. Op. and Order, at 10.

25 11. Although the provisions in the 1968 AFL CBA and the 1970
26 CBA differ from the provisions on player health and safety in the CBAs analyzed
27 by the *Duerson, Maxwell/Pear/Barnes*, and *Stringer* courts, the substance is the
28 same: the 1968 AFL CBA and the 1970 CBA, like the later CBAs, delegate to the

1 member clubs the responsibility to provide medical care to NFL players. *See* 1968
2 Constitution and By-Laws, Art. XIX, § 19.5; NFL Constitution and Bylaws Art.
3 XIX § 19.5 (1970) (requiring that the home team provide a doctor and ambulance
4 for each game). Thus, in resolving Plaintiffs' claims, the Court will need to
5 interpret these provisions to determine the scope of the NFL's alleged duty to
6 Plaintiff Rademacher and whether the NFL acted reasonably. This is so
7 notwithstanding that Rademacher played part of his NFL career before the 1968
8 AFL CBA was signed, because the 1968 AFL CBA was "in effect during at least
9 some of the events alleged in the complaint." *See Duerson*, Mem. Op. and Order at
10 4-5 ("[I]t would be exceedingly implausible to contend that [Duerson's alleged
11 injury] was caused only by trauma suffered from 1987 through early 1993, and not
12 by trauma from 1983 to 1986 or later in 1993. Any attempt to exclude trauma
13 suffered on certain dates from the claim would thus likely fail.").

14 12. Plaintiffs' claims also are preempted by section 301 because the
15 purported duties Plaintiffs allege the NFL Defendants had and breached were
16 created by the CBAs and are not based on an independent duty "owed to every
17 person in society." *See United Steelworkers of Am. v. Rawson*, 495 U.S. 362, 370-
18 71, 110 S. Ct. 1904, 1910, 109 L. Ed. 2d 362 (1990) (holding in the context of a
19 labor dispute involving unionized employees that, absent an independent duty
20 running from defendants "to every person in society," any such duty to plaintiffs
21 must arise out of the CBA); *see also Adkins v. Mireles*, 526 F.3d 531, 540-41 (9th
22 Cir. 2008) (holding that plaintiffs' negligent misrepresentation claim was
23 preempted because plaintiffs "failed to show a separate, independent duty upon
24 which to base this claim"); NFL Constitution and Bylaws Art. XI § 11.2
25 (delegating to the NFL and its Clubs the obligation to "amend[] or change[]" all
26 NFL "[p]laying rules," and further require that all proposed rule changes be
27 presented to the NFL prior to a vote).

28 13. Although Plaintiffs allege that they are not covered by CBAs

1 because “NFL retired players have never been the subject of or a party to
2 Collective Bargaining” (FAC ¶ 23), Plaintiffs’ claims are premised solely on
3 alleged conduct occurring at the time that they played NFL football. (*See, e.g.*,
4 FAC ¶ 42(a) (“[The NFL] owed a duty to protect Plaintiffs on the playing field”);
5 FAC ¶ 42(d) (“[The NFL] owed a duty to Plaintiffs to have in place strict return-to-
6 play guidelines to prevent CTE and/or concussion injury”).) Therefore, to resolve
7 Plaintiffs’ claims, the Court will need to interpret provisions of the CBAs that were
8 operative during the vast majority of Plaintiffs’ NFL careers. *See Duerson*, Mem.
9 Op. and Order, at 5 (“To prove the complaint’s claims, Duerson must show that the
10 CTE from which Duerson suffered was caused by repeated blows to the head
11 during his time as an NFL player.”); *see also Mendes v. W.M. Lyles Co.*, No. CIV
12 F 07-1265, 2008 WL 171003, at *10 (E.D. Cal. Jan. 18, 2008) (dismissing
13 plaintiff’s underpayment claims for failure to exhaust grievance remedies
14 contained in an expired collective bargaining agreement that was operative during
15 the time the alleged underpayment took place); *Cameron v. Idearc Media Corp.*,
16 No. 08-12010, 2009 WL 2496439, at *6 (D. Mass. Aug. 13, 2009) (finding section
17 301 preemption of tortious interference claim brought after expiration of CBA
18 when claim related to termination of employment prior to expiration).

19 **III. REMOVAL IS PROCEDURALLY PROPER**

20 14. The Central District of California is the federal district in which
21 the Superior Court of the State of California, County of Los Angeles—where
22 Plaintiffs filed their Complaint—is located.

23 15. This Notice of Removal is timely under 28 U.S.C. § 1446(b),
24 which states that “notice of removal of a civil action or proceeding shall be filed
25 within thirty days after the receipt by the defendant, through service or otherwise,
26 of a copy of the initial pleading setting forth the claim for relief upon which such
27 action or proceeding is based.”

28 16. Written notice of the filing of this Notice of Removal will be

1 provided to Plaintiffs, and a copy of this Notice will be filed in the appropriate
2 state court, as required by 28 U.S.C. § 1446(d). This Notice of Removal is signed
3 pursuant to Fed. R. Civ. P. 11. See 28 U.S.C. § 1446(a).

4 17. Counsel for the Riddell Defendants has consented to the
5 removal of the action. All defendants thus have consented to removal of the
6 action. See *Parrino v. FHP, Inc.*, 146 F.3d 699, 703 (9th Cir. 1998) (“All
7 defendants must join a notice of removal.”).

8 18. In filing this Notice of Removal, the NFL Defendants do not
9 waive any defenses that may be available to them, including without limitation
10 jurisdiction, venue, standing, or procedures for the disposition of this action in
11 accordance with the terms of the CBA. Nor do the NFL Defendants admit any of
12 the factual allegations in the Complaint; they expressly reserve the right to contest
13 those allegations at the appropriate time.

14 WHEREFORE, the NFL Defendants remove the above-captioned
15 action brought against them in the Superior Court of the State of California, Los
16 Angeles County.

17 DATED: June 8, 2012

MUNGER, TOLLES & OLSON LLP

18
19 By: 

20 JOHN W. SPIEGEL

21 -and-

22 PAUL, WEISS, RIFKIND, WHARTON &
23 GARRISON LLP

24 Attorneys for Defendants
25 NATIONAL FOOTBALL LEAGUE
26 and NFL PROPERTIES LLC
27
28

EXHIBIT A

Case Summary

Case Number: LC096597

WILLIAM S. RADEMACHER VS NATIONAL FOOTBALL LEAGUE, ET AL

Filing Date: 03/09/2012

Case Type: Fraud (no contract) (General Jurisdiction)

Status: Pending

Future Hearings

06/19/2012 at 09:00 am in department NWB at 6230 Sylmar Ave., Van Nuys, CA 91401

Conference-Initial Status

07/27/2012 at 09:00 am in department NWB at 6230 Sylmar Ave., Van Nuys, CA 91401

Conference-Case Management

[Documents Filed](#) | [Proceeding Information](#)

Parties

ALL AMERICAN SPORTS CORPORATIN - Defendant

DOES 1-10 - Defendant

EASTON-BELL SPORTS INC. - Defendant

EASTON-BELL SPORTS LLC - Defendant

EB SPORTS CORP - Defendant

MONGER MATTHEW L. - Plaintiff

NATIONAL FOOTBALL LEAGUE - Defendant

NFL PROPERTIES LLC - Defendant

RADEMACHER WILLIAM S. - Plaintiff

RBG HOLDINGS CORP - Defendant

RIDDELL INC. - Defendant

RIDDELL SPORTS GROUP INC. - Defendant's DBA

RIDDELL SPORTS GROUP INC. - Defendant

RIDDELL/ALL AMERICAN - Defendant's DBA

ROSEN DAVID ALAN - Attorney-Plaintiff

[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

Documents Filed (Filing dates listed in descending order)

05/25/2012 Proof of Service-Summons & Com (ON THE FIRST AMENDED

COMPLAINT)

Filed by Attorney-Plaintiff

05/16/2012 Proof of Service-Summons & Com (ON FIRST AMENDED COMPLAIT)

Filed by Attorney-Plaintiff

05/04/2012 Summons-Issued (ON 1ST AMENDED COMPL.)

Filed by Attorney-Plaintiff

05/04/2012 Complaint-Amended (1st)

Filed by Attorney-Plaintiff

04/25/2012 Notice-Reassignment and Order

Filed by Clerk

03/09/2012 Summons-Issued

Filed by Attorney-Plaintiff

03/09/2012 Complaint

03/09/2012 Notice-Case Management Conference

[Case Information](#) | [Party Information](#) | [Documents Filed](#)

Proceedings Held (Proceeding dates listed in descending order)

None

[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: 6230 Sylmar Avenue, Van Nuys, CA 91401		FILED Northwest District MAR 09 2012 LOS ANGELES SUPERIOR COURT CASE NUMBER: LC096597
PLAINTIFF:		
DEFENDANT:		
NOTICE OF: STATUS CONFERENCE/ OSC RE DISMISSAL and CASE MANAGEMENT CONFERENCE LAW & MOTION E-MAIL PROGRAM		

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing to all parties/attorneys of record forthwith and serve a copy of this notice to all parties to the action within 60 days of service of this notice together with Department NW-Y's Law & Motion E-mail Program. The Court orders that trial attorneys appear at all scheduled hearings. All parties/attorneys of record are ordered to meet and confer about the matters to be discussed no later than 30 days before the Case Management Conference. The complaint must be served on all named defendants and proofs of service must be filed with the Court within 60 days after the filing of the complaint. Before the 60 days have elapsed, application must be made with Court to extend or otherwise modify rules of service Rule CRC 3.110 (b), (c) and (e).

Your Status Conference has been scheduled at the courthouse address shown above on:

Date: 6-19-12	Time: 9:00AM	Dept: NW 'Y'	Room: 410
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Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 7-27-12	Time: 9:00AM	Dept: NW 'Y'	Room: 410
---------------	--------------	--------------	-----------

At the Status Conference, with the concurrence of the Court, parties may stipulate that the Status Conference may also serve as the Case Management Conference, and the Court will vacate the date set for the Case Management Conference. A completed Case Management Statement must be filed directly in Dept. "Y" at least 5 calendar days prior to the Status Conference. **APPEARANCE BY TELEPHONE IS NOT ALLOWED WHERE COUNSEL HAVE FAILED TO FILE A CASE MANAGEMENT STATEMENT FIVE DAYS PRIOR TO THE HEARING. (NO CELL PHONES)** Rule 3.724 CRC and Rule 3.727 require that attorneys attending the conference must be familiar with the case and be fully prepared to participate effectively in the Status Conference and Case Management Conferences.

At the Status Conference or the Case Management Conference the Court may make pretrial orders including the following: an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order dismissing fictitious/unnamed defendants; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (GC 68600 et. seq.)

Notice is hereby given that if you do not file the Case Management Statement or if the trial attorney should not appear and effectively participate at the Status Conference or Case Management Conference, the Court may impose sanctions (including dismissal of the case, striking of the answer and payment of money), pursuant to LASC Local Rules 3.10, 3.23-3.25, CCP Sections 177.5, 583.150, 586.360 and 583.420 and GC Section 68608 (b).

Law and Motion E-Mail Program. As a supplement and addition to the written filing of motions, summary judgments and other documents (and not in place of such filings) the Court requests the help and assistance of all Counsel by transmitting a WordPerfect or Microsoft Word version of motions and responses, as E-mail attachments, to Department NW-Y's research attorney at the following E-mail address: NWY@LASuperiorCourt.Org. The E-mail Program includes points and authorities, oppositions, replies, separate statements and objections. Exhibits are excluded from the E-mail program since the Court will have your written motions and pleadings. The Court orders that in all motions for Summary Judgment or Summary Adjudication of Issues parties shall provide a electronic version of its separate statement (whether requested by a party or not). Such electronic version shall be delivered at the time such separate statements are filed with the Court and shall be formatted as specified in this Order. CRC 3.1350. The "Subject" line of your E-mail is of great importance. For guidance of the Research Attorney the "Subject" line of the E-mail must commence with the case number followed by the caption of the filed document. Cooperating with the E-mail Program will save time for the Court and staff in considering and ruling upon motions.

Notice: All ex-parte motions must be filed by 8:30 a.m. and parties must appear at 8:30 a.m. However, the Court may continue the hearing to 1:30 p.m. on the same day. All other motions are heard at 9:00 a.m. and hearing dates must be reserved in advance.

CIV NOTICE OF STATUS AND CASE MANAGEMENT CONFERENCES CRC 3.722. et. sec., LOCAL RULE 7


Page 1 of 2

Revised Sept 9, 2011

Tentative Rulings. The rulings in most cases will be posted on the Court's internet web site at approximately 1:00 p.m. or 5:00 p.m., the night before the hearing. The website is WWW.LASUPERIORCOURT.ORG/TENTATIVERULING. Attorneys ordered to give notice should incorporate the the Court's tentative ruling which can be electronically copied ("cut and paste") from the Court's website until midnight of the date of the hearing.

Date: MAR 09 2012 JOHN A. CLARKE

John A. Clarke, Executive Officer/Clerk
of the Superior Court, County of Los Angeles

by , Deputy Clerk

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

by depositing in the United States mail at the courthouse in _____, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

by personally giving the party notice upon filing of the complaint.

[_____] [_____]
[_____] [_____]

MAR 09 2012 JOHN A. CLARKE

Date: _____

John A. Clarke, Executive Officer/Clerk
of the Superior Court, County of Los Angeles

by , Deputy Clerk

ORIGINAL

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91406

1 ROSE, KLEIN & MARIAS LLP
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FILED
LOS ANGELES COUNTY COURT

MAR 00 2012

Jonny M. Clarke, Clerk

By Kim [Signature]

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

11 WILLIAM S. RADEMACHER,
12 Plaintiff,

13 v.

14 NATIONAL FOOTBALL LEAGUE;
NFL PROPERTIES LLC; RIDDELL,
15 INC. d.b.a.RIDDELL SPORTS GROUP,
INC., ALL AMERICAN SPORTS
16 CORPORATION, d.b.a. RIDDELL/ALL
AMERICAN; RIDDELL SPORTS
17 GROUP, INC. EASTON-BELL
SPORTS, INC.; EASTON-BELL
18 SPORTS, LLC; EB SPORTS CORP.;
and RBG HOLDINGS CORP.; and
19 DOES 1 through 10, Inclusive,

20 Defendants.

) CASE NO. LC096597

) COMPLAINT

- 1. Negligence - Monopolist
- 2. Negligence
- 3. Fraud
- 4. Fraudulent Concealment
- 5. Negligence
- 6. Strict Liability - Design Defect
- 7. Strict Liability - Manufacturing Defect
- 8. Failure to Warn
- 9. Negligence
- 10. Conspiracy

) DEMAND FOR JURY TRIAL

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25 The Plaintiff, an individual, hereby complains of Defendants, and each of
26 them, listed above and hereby allege as follows:

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COMPLAINT

1 PARTIES

2 Plaintiff:

3 1. Mr. William S. Rademacher is a resident of and is domiciled in the
4 State of Michigan.

5 Defendants:

6 2. The true names and capacities of defendants DOES 1 through 10,
7 inclusive, whether individual, corporate, associate or otherwise, are unknown to
8 plaintiff at the present time. When plaintiff ascertain such true names and
9 capacities of said defendants, they will ask leave of court to amend this complaint
10 by setting forth same.

11 3. All defendants, and each of them, were in some fashion legally
12 responsible for the injuries and damages complained of herein.

13 4. At all times herein mentioned, defendants, and each of them, were the
14 agents, servants, and employees each of the other, acting within the course and
15 scope of said agency and employment in that they either retained each other to act
16 in the premises, or communicated with each other prior to and while acting in the
17 premises as to the matters complained of herein, or both.

18 5. Defendant National Football League ("the NFL") is an unincorporated
19 association with its headquarters located in the State of New York. The NFL
20 regularly conducts business in California.

21 6. Defendant NFL Properties, LLC as the successor-in-interest to
22 National Football League Properties, Inc. ("NFLP") is a limited liability company
23 organized and existing under the laws of the State of Delaware with its headquarters
24 in the State of New York. NFLP is engaged, among other activities, approving
25 licensing and promoting equipment used by all the NFL teams. NFLP regularly
26 conducts business in California.

27 7. Defendant Riddell, Inc. (d.b.a. Riddell Sports Group, Inc.) is a
28 corporation organized and existing under the laws of the State of Illinois, and is

1 engaged in the business of designing, manufacturing, selling and distributing
2 football equipment, including helmets, to the NFL and since 1989 has been the
3 official helmet of the NFL. Riddell, Inc. regularly conducts business in California.

4 8. Defendant All American Sports Corporation, d.b.a. Riddell/All
5 American, is a corporation organized and existing under the laws of the State of
6 Delaware and is engaged in the business of designing, manufacturing, selling and
7 distributing football equipment, including helmets, to the NFL and since 1989 has
8 been the official helmet of the NFL. All American Sports regularly conducts
9 business in California.

10 9. Defendant Riddell Sports Group, Inc. is a Delaware corporation with
11 its principal place of business at 6255 N. State Highway, #300, Irving, TX 76038.
12 Riddell Sports Group, Inc. regularly conducts business in California.

13 10. Defendant Easton-Bell Sports, Inc., is a California corporation,
14 incorporated in Delaware with a principal place of business at 7855 Haskell
15 Avenue, Suite 200, Van Nuys, CA, 91406 and is a parent corporation of Riddell
16 Sports Group Inc. Easton-Bell Sports, Inc. designs, develops, and markets branded
17 athletic equipment and accessories, including marketing and licensing products
18 under the Riddell brand.

19 11. Defendant Easton-Bell Sports, LLC is the parent corporation of
20 Easton-Bell Sports, Inc., and is incorporated in Delaware, with a principal place of
21 business at 152 West 57th Street, New York, NY 10019. Easton-Bell Sports, LLC
22 regularly conducts business in California.

23 12. Defendant EB Sports Corp., is a Delaware Corporation with its
24 principal place of business at 7855 Haskell Avenue, Van Nuys, CA 91406.

25 13. Defendant RBG Holdings Corp. is a Delaware corporation with its
26 principal place of business at 7855 Haskell Avenue, Suite 350, Van Nuys, CA
27 91406.

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1 14. Defendants Riddell, Inc., Riddell Sports Group, Inc., All American
2 Sports Corporation, Easton-Bell Sports, Inc., EB Sports Corp., Easton Bell Sports,
3 LLC, and RBG Holdings Corp., shall hereinafter be referred to collectively as the
4 “Riddell Defendants.”

5 **JURISDICTION AND VENUE**

6 **JURISDICTION AND VENUE**

7 15. Jurisdiction is based upon the California Constitution Article 6,
8 Section 10.

9 16. Venue is proper in this Court pursuant to Section 395(a) of the
10 California Code of Civil Procedure.

11 **GENERAL ALLEGATIONS AS TO ALL DEFENDANTS**

12 17. The National Football League consists of two structured conferences,
13 the AFC and the NFC, with 32 team members.

14 18. Each team functions as a separate business but operates under shared
15 revenue generated through broadcasting, merchandising and licensing.

16 19. The Supreme Court of the United States of America ruled in *American*
17 *Needle, Inc. v. NFL, et al.* (U.S. 2010) 130 S. Ct. 2201 that the NFL is a separate
18 entity from each of its teams.

19 20. The NFL is by far the most attended domestic sports league with an
20 average attendance per game of 67,509 fans in the regular season (2009).

21 21. The NFL is a 9 billion dollar-a-year business.

22 **NFL AND THE CBA**

23 22. Until March of 2011, all NFL players were members of a union called
24 the National Football League Players Association (“NFLPA”). The NFLPA
25 negotiates the general minimum contract for all players in the league with the
26 National Football League Management Council (“NFLMC”). This contract is
27 called the Collective Bargaining Agreement (“CBA”) and it is the central document
28 that governs the negotiation of individual player contracts for all of the league’s

1 players. However, historically, the NFL retired players have never been the subject
2 of nor a party to Collective Bargaining.

3 23. The CBA had been in place since 1993 and was amended in 1998 and
4 again in 2006. The CBA was originally scheduled to expire at the end of the 2012
5 season but in 2008 the owners exercised their right to opt-out of the agreement two
6 years early. In 2011, the parties in trying to negotiate a new CBA reached an
7 impasse and the NFL owners locked the players out. Subsequently, the NFLPA
8 decertified itself as the players' representative for bargaining.

9 24. The Plaintiff herein is a retiree and thus not covered by the CBA nor is
10 Plaintiff subject of or a party to bargaining between the NFL and the NFLPA.
11 Thus, the Plaintiffs' claims are not preempted by federal labor law since any CBA
12 in force does not apply to their claims and, additionally, it does not currently exist.

13 CTE AND CONCUSSION INJURY

14 25. In 2002, Dr. Bennet Omalu, a forensic pathologist and neuro-
15 pathologist, found Chronic Traumatic Encephalopathy (CTE) in the brain of Hall of
16 Famer, Mike Webster, a former NFL player.

17 26. By 2007, Dr. Omalu found a fourth case linking the death of a former
18 NFL player to CTE brain damage from his football career. CTE manifests similarly
19 as in "punch drunk" boxers.

20 27. Around the same time, other researchers without NFL ties surveyed
21 retired football players and their findings showed that players who had multiple
22 concussions were more likely to report being diagnosed with depression.

23 28. To date, neuroanatomists have performed autopsies on 13 former NFL
24 players who died exhibiting signs of degenerative brain diseases. Twelve of these
25 players were found to have suffered from CTE.

26 29. The NFL undertook the responsibility of studying concussion research
27 in 1994 through funding a Committee known as the "NFL Committee on Mild
28 Traumatic Brain Injury."

1 30. The NFL affirmatively assumed a duty to use reasonable care in the
2 study of post concussion syndrome, and to use reasonable care in the publication of
3 data from the MTBI Committee's Work.

4 31. Rather than exercising reasonable care in these duties, the NFL
5 immediately engaged in a long-running course of negligent and fraudulent conduct.

6 32. The NFL Committee on Mild Traumatic Brain Injury published their
7 findings in 2004 showing "no evidence of worsening injury or chronic cumulative
8 effects" from multiple concussions. In a related study, the Committee found "many
9 NFL players can be safely allowed to return to play" on the day of a concussion if
10 they are without symptoms and cleared by a physician.

11 33. Players who suffered concussions were told by the NFL and its agents
12 not to be overly concerned, and were regularly returned to game action mere
13 minutes after sustaining them.

14 34. As further evidence, Commissioner Roger Goodell in June of 2007
15 admittedly publicly that the NFL has been studying the effects of traumatic brain
16 injury for "close to 14 years..."

17 35. On or about October 28, 2009, Dr. Robert Cantu and Dr. Ann McKee
18 testified before the House of Representatives, Committee on the Judiciary, to
19 discuss the long term impact of football related head injuries. This was the first
20 instance in which the connection between football head injuries and dementia,
21 memory loss, CTE and related symptoms was disseminated to the public at large.

22 36. At no time prior to April, 2010 did Plaintiff to this action have
23 knowledge of the connection between football head injuries and dementia, memory
24 loss, CTE and related symptoms. Plaintiff was not diagnosed with the foregoing
25 injuries and conditions until April, 2010, at the earliest.

26 37. It was not until June of 2010 that the NFL publicly acknowledged that
27 concussions can lead to dementia, memory loss, CTE and related symptoms by
28 publishing warning to every player and team.

1 **NFL & NFLP'S DUTY TO PLAYERS AND THE PUBLIC**

2 38. The NFL and NFLP overtly undertook a duty to study concussions on
3 behalf of all American Rules Football leagues and players.

4 39. All American Rules Football leagues modeled their programs after the
5 NFL.

6 40. In turn, the NFL and NFLP possess monopoly power over American
7 Football. As such, it also possesses monopoly power over the research and
8 education of football injuries to physicians, trainers, coaches and individuals with
9 brain damage such as Plaintiff who played in the NFL, as well as the public at large.
10 As a result, it owed a duty to everyone including individuals such as Plaintiff in the
11 following respects:

- 12 (a) It owed a duty of reasonable care to protect Plaintiff on the playing
13 field;
- 14 (b) It owed a duty of reasonable care to Plaintiff to educate himself and
15 other players in the NFL about CTE and/or concussion injury;
- 16 (c) It owed a duty of reasonable care to Plaintiff to educate trainers,
17 physicians, and coaches about CTE and/or concussion injury;
- 18 (d) It owed a duty of reasonable care to Plaintiff to have in place strict
19 return-to-play guidelines to prevent CTE and/or concussion injury;
- 20 (e) It owed a duty of reasonable care to Plaintiff to promote a
21 "whistleblower" system where teammates would bring to the attention
22 of a trainer, physician or coach that another player had sustained
23 concussion injury;
- 24 (f) It owed a duty of reasonable care to Plaintiff to design rules and
25 penalties for players who use their head or upper body to hit or tackle;
- 26 (g) It owed a duty of reasonable care to Plaintiff to design rules to
27 eliminate the risk of concussion during games and/or practices;

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1 (h) It owed a duty of reasonable care to Plaintiff to promote research into
2 and cure for CTE and the effects of concussion injury over a period of
3 time; and

4 (i) It owed a duty of reasonable care to State governments, local sports
5 organizations, all American Rules Football leagues and players, and
6 the public at large to protect against the long-term effects of CTE
7 and/or concussion injury.

8 41. The NFL and NLFP knew as early as the 1920's of the potential
9 harmful effects on a player's brain of concussions; however, until June of 2010 they
10 concealed these facts from coaches, trainers, players and the public.

11 42. Prior to January 2010, Plaintiff did not know, nor have reason to know,
12 the long-term effects of concussions and relied on the NFL and the Riddell
13 Defendants to protect them.

14 **NFL & NLFP'S KNOWLEDGE OF THE RISK OF CONCUSSIONS**

15 43. For decades, Defendants have known that multiple blows to the head
16 can lead to long-term brain injury, including memory loss, dementia, depression and
17 CTE and its related symptoms.

18 44. This action arises from the Defendants' failure to warn and protect
19 NFL players, such as Plaintiff, against the long-term brain injury risks associated
20 with football-related concussions.

21 45. This action arises because while the NFL and NLFP Defendants
22 undertook to investigate, research, and promulgate multiple safety rules, the NFL
23 and NLFP Defendants committed negligence by failing to act reasonably and
24 exercise their duty to enact league-wide guidelines and mandatory rules regulating
25 post-concussion medical treatment and return-to-play standards for players who
26 suffer a concussion and/or multiple concussions.

27 46. By failing to exercise its duty to enact reasonable and prudent rules to
28 protect players against the risks associated with repeated brain trauma, the NFL and

1 NFLP's failure to exercise its independent duty has led to the deaths of some, and
2 brain injuries of many other former players.

3 47. Throughout the past century and through the present, the published
4 frank medical literature in the United States and other industrialized countries has
5 included case reports, studies, reviews, and peer-reviewed articles relating to and
6 discussing the harmful effect on humans, and particularly players of American
7 football, of repeated concessive blows to the head. These publications were all
8 available and easily accessible to all Defendants.

9 48. The NFL and NLFP's ongoing undertaking to protect the health and
10 safety of the players is evidenced by the NFL's enactment of at least the following
11 non-exhaustive list of rules pertaining to players' health and safety, particularly
12 relating to blows to the head:

- 13 (a) In 1956, the NFL enacted a rule that prohibited the grabbing of any
14 player's facemask, other than the ball carrier;
- 15 (b) In 1962, the NFL enacted a rule that prohibited players from grabbing
16 any player's facemask;
- 17 (c) In 1976, the NFL enacted a rule that prohibited players from grabbing
18 the facemask of an opponent. The penalty for an incidental grasp of
19 the facemask was 5 yards. The penalty for twisting, turning, or pulling
20 the facemask was 15 yards. A player could be ejected from the game if
21 the foul is judged to be vicious and/or flagrant;
- 22 (d) In 1977, the NFL enacted a rule that prohibited players from slapping
23 the head of another playing during play. This rule was referred to as
24 the "Deacon Jones Rule," named after the Rams' defensive end who
25 frequently used this technique;
- 26 (e) In 1977, the NFL enacted a rule that prohibited Offensive Lineman
27 from thrusting their hands into a defender's neck, face, or head;

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- (f) In 1979, the NFL enacted a rule that prohibited players from using their helmets to butt, spear, or ram an opponent. Pursuant to this rule, any player who used the crown or top of his helmet unnecessarily will be called for unnecessary roughness;
- (g) In 1980, the NFL enacted rule changes that provided greater restrictions on contact in the area of the head, neck, and face;
- (h) In 1980, the NFL enacted rule changes that prohibited players from directly striking, swinging, or clubbing the head, neck, or face (“personal foul”). Beginning in 1980, a penalty could be called for such contact whether or not the initial contact was made below the neck area;
- (i) In 1982, the NFL enacted a rule change by which the penalty for incidental grabbing of a facemask by a defensive team was changed from 5 yards to an automatic first down plus a 5 yard penalty;
- (j) In 1983, the NFL enacted a rule that prohibited players from using a helmet as a weapon to strike or hit an opponent;
- (k) In 1988, the NFL enacted a rule that prohibited defensive players from hitting quarterbacks below the waist while they are still in the pocket. (The rule was unofficially called the “Andre Waters Rule” based upon a hit that Waters placed on Los Angeles Rams quarterback Jim Everett in 1988); and
- (l) Following the 2004-2005 season, the NFL’s Competition Committee reviewed video of the entire season and concluded that the horse-collar tackle resulted in six serious injuries. On May 23, 2005, the NFL owners voted 27-5 to ban such tackles. The ban states that a horse-collar tackle is an open-field tackle in which a defender uses the shoulder pads to immediately bring a ball carrier down.

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NFL FRAUDULENTLY CONCEALED
THE LONG-TERM EFFECTS OF CONCUSSIONS

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3 49. Instead of taking measures to actually protect its players from suffering
4 long-term brain injuries, the NFL created the “Mild Traumatic Brain Injury
5 Committee” in 1994 to purportedly study the effects of concussions on NFL
6 players, after plaintiff had retired from playing in the NFL.

7 50. The Mild Traumatic Brain Injury Committee was chaired by Dr. Elliot
8 Pellman, a rheumatologist who is not certified as to brain injuries and/or
9 concussions.

10 51. After 14 years of purported studies, and after numerous medical
11 journal articles were written by the NFL’s Mild Traumatic Brain Injury Committee
12 (the “NFL’s Brain Injury, Committee”), concluded that “[b]ecause a significant
13 percentage of players returned to play in the same game [as they suffered a mild
14 traumatic brain injury] and the overwhelming majority of players with concussions
15 were kept out of football-related activities for less than 1 week, it can be concluded
16 that mild TBI’s in professional football are not serious injuries.” See “Concussion
17 in professional football: Summary of the research conducted by the National
18 Football League’s Committee on Mild Traumatic Brain Injury,” *Neurosurgical*
19 *Focus* 21 (4):E12; 2006, RI. Pellman and D.C. Viano.

20 52. According to the NFL’s own committee, the speedy return to play after
21 suffering a concussion demonstrates that such players were not at a greater risk of
22 suffering long-term brain injury.

23 53. The MTBI Committee has published multiple research articles since its
24 inception. The findings of the MTBI Committee have regularly contradicted the
25 research and experiences of neurologists who treat sports concussions, and to
26 players who endured them.

27 54. For example, in the October 2004 edition of *Neurosurgery*, the MTBI
28 Committee published a paper in which it asserted that the Committee’s research

1 found no risk of repeated concussions in players with previous concussions and that
2 there was no "7 to 10 day window of increased susceptibility to sustaining another
3 concussion."

4 55. In a comment to the study published in Nuerosurgery, once doctor
5 wrote that "[t]he article sends a message that it is acceptable to return players while
6 still symptomatic, which contradicts literature published over the past twenty years
7 suggesting that athletes be returned to play only after they are asymptomatic, and in
8 some cases for seven days."

9 56. As a further example, in January 2005, the Committee wrote that
10 returning to play after a concussion "does not involve significant risk of a second
11 injury either in the same game or during the season." However, a 2003 NCAA
12 study of 2,905 college football players found just the opposite: "Those who have
13 suffered concussions are more susceptible to further head trauma for seven to 10
14 days after the injury."

15 57. The NFL-funded study is completely devoid of logic and science.
16 More importantly, it is contrary to their Health and Safety Rules as well as 75 years
17 of published medical literature on concussions.

18 58. Between 2002 and 2005, a series of clinical and neuropathological
19 studies performed by independent scientists and physicians demonstrated that
20 multiple NFL induced-concussions cause cognitive problems such as depression,
21 early on-set dementia and CTE and its related symptoms.

22 59. In response to these studies, the NFL, to further a scheme of fraud and
23 deceit, had members of the NFL's Brain Injury Committee deny knowledge of a
24 link between concussion and cognitive decline and claim that more time was
25 needed to reach a definitive conclusion on the issue.

26 60. When the NFL's Brain Injury Committee anticipated studies that
27 would implicate causal links between concussion and cognitive degeneration it
28 promptly published articles producing contrary findings, although false, distorted

1 and deceiving as part of the NFL's scheme to deceive Congress, the players and the
2 public at large.

3 61. Between 2002 and 2007, Dr. Bennet Omalu examined the brain tissue
4 of deceased NFL players including Mike Webster, Terry Long, Andrew Waters and
5 Justin Strzelczyk. Dr. Omalu in an article in *Neurosurgery* concluded that chronic
6 traumatic encephalopathy ("CTE") triggered by multiple NFL concussions
7 represented a partial cause of their deaths.

8 62. In response to Dr. Omalu's article, the NFL acting thru the NFL's
9 Brain Injury Committee, Drs. Ira Casson, Elliott Pellman and David Viano wrote a
10 letter to the editor of *Neurosurgery* asking that Dr. Omalu's article be retracted.

11 63. Dr. Julian Bailes, a neurosurgeon from West Virginia University,
12 briefed the NFL Committee on the findings of Dr. Omalu and other independent
13 studies linking multiple NFL head injuries with cognitive decline. Dr. Bailes
14 recalled the MTBI Committee's reaction to his presentation: "the Committee got
15 mad ... we got into it. And I'm thinking, 'This is a ... disease in America's most
16 popular sport and how are its leaders responding? Alienate the scientist who found
17 it? Refuse to accept the science coming from him?'"

18 64. In 2005, a clinical study performed by Dr. Kevin Guskiewicz found
19 that retired players who sustained three or more concussions in the NFL had a
20 five-fold prevalence of mild cognitive impairment. The NFL's Brain Injury
21 Committee, Dr. Mark Lowell, promptly attacked the article by refusing to accept a
22 survey of 2,400 former NFL players.

23 65. A November 2006 *ESPN The Magazine* article described how the
24 MTBI Committee failed to include hundreds of neuropsychological tests done on
25 NFL players when studying the effects of concussions on the results of such tests.
26 The article further revealed that Dr. Pellman had fired a neuropsychologist for the
27 New York Jets, Dr. William Barr, after Dr. Barr voiced concern that Dr. Pellman
28 ///

1 might be picking and choosing what data to include in the Committee's research to
2 get results that would downplay the effects of concussions.

3 66. Dr. Pellman stepped down as the head of the MTBI Committee in
4 February 2007. Dr. Kevin Guskiewicz, research director of UNC's Center for the
5 Study of Retired Athletes, said at the time that Dr. Pellman was "the wrong person
6 to chair the committee from a scientific perspective and the right person from the
7 league's perspective."

8 67. Regarding the work of Dr. Pellman, Dr. Guskiewicz stated, "[w]e
9 found this at the high school level, the college level and the professional level, that
10 once you had a concussion or two you are at increased risk for future concussions;"
11 but "[Dr. Pellman] continued to say on the record that's not what they find and
12 there's no truth to it."

13 68. Dr. Pellman was replaced by Doctors Ira Casson and David Vaino. Dr.
14 Casson continued to dismiss outside studies and overwhelming evidence linking
15 dementia and other cognitive decline to brain injuries. When asked in 2007
16 whether concussions could lead to brain damage, dementia or depression, Dr.
17 Casson denied the linkage six separate times.

18 69. Because of Congressional scrutiny and media pressure, the NFL
19 scheduled a league-wide Concussion Summit for June 2007. At the summit, the
20 co-chair of the MTBI Committee, Dr. Ira Casson, told team doctors and trainers that
21 CTE has never been scientifically documented in football players. Unfortunately,
22 the NFL in keeping with its scheme of fraud and deceit issued a pamphlet to players
23 in August 2007, which stated: "there is no magic number for how many concussions
24 is too many." The pamphlet created player reliance insofar as it also stated "We
25 want to make sure all NFL players. . . *are fully informed* and take advantage of the
26 *most up to date information* and resources as we continue to study the long-term
27 impact on concussions." (emphasis added).

28 ///

1 70. When Boston University's Dr. Ann McKee found CTE in the brains
2 two more deceased NFL players in 2008, Dr. Ira Casson characterized each study as
3 an "isolated incident" from which no conclusion could be drawn.

4 71. In 2008, the University of Michigan's Institute for Social Research
5 conducted a study on the health of retired players, with over 1,000 former NFL
6 players taking part. The results of the study, which were released in 2009, reported
7 that "Alzheimer's disease or similar memory-related diseases appear to have been
8 diagnosed in the league's former players vastly more often than in the national
9 population – including a rate of 19 times the normal rate for men ages 30 through
10 49."

11 72. The NFL, which had commissioned the study, responded to its results
12 by claiming that the study was incomplete. Further findings, it said, would be
13 needed. Several experts in the field found the NFL's reaction to be "bizarre," noting
14 that "they paid for the study, yet they tried to distance themselves from it."

15 73. Shortly after the results from this study were released, Representative
16 John Conyers, Jr., chairman of the House Judiciary Committee, called for hearings
17 on the impact of head injuries sustained by NFL players.

18 74. In the first hearing, in October 2009, Rep. Maxine Waters stated, "I
19 believe you are an \$8 billion organization that has failed in your responsibility to
20 the players. We all know it's a dangerous sport. Players are always going to get
21 injured. The only question is, are you going to pay for it? I know that you dearly
22 want to hold on to your profits. I think it's the
23 responsibility of Congress to look at your antitrust exemption and take it away."

24 75. NFL Commissioner Roger Goodell testified at the hearing. He stated
25 that "[w]e are fortunate to be the most popular spectator sport in America. In
26 addition to our millions of fans, more than three million youngsters aged 6-14 play
27 tackle football each year; more than one million high school players also do so and
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1 nearly seventy five thousand collegiate players as well. We must act in their best
2 interests even if these young men never play professional football.”

3 76. Goodell testified that “[i]n the past 15 years, the N.F.L. has made
4 significant investments in medical and biomechanical research. All of that
5 information has been made public, subjected to thorough and on-going peer review,
6 published in leading journals, and distributed to the N.F.L.P.A. and their medical
7 consultants. We have been open and transparent, and have invited dialogue
8 throughout the medical community.”

9 77. Also in the October hearing, NFLPA Executive Director DeMaurice
10 Smith stated that the study was not the first study on this issue. “While this is the
11 first N.F.L.-accepted study that demonstrated a connection between on-field injury
12 and post career mental illness, there have been studies over the last decade
13 highlighting that fact. Unfortunately, the N.F.L. has diminished those studies, urged
14 the suppression of the findings and for years, moved slowly in an area where
15 speed should have been the impetus.”

16 78. After the congressional hearings, the NFLPA called for the removal of
17 Dr. Casson as MTBI co-chair. “Our view is that he’s a polarizing figure on this
18 issue, and the players certainly don’t feel like he can be an impartial party on this
19 subject,” said NFLPA assistant executive director George Atallah.

20 79. Dr. Casson and Dr. David Viano resigned as co-committee chairmen
21 after the 2009 congressional hearings. Dr. Casson, as noted, came under criticism
22 during the hearings for his “continued denials of any link among retired players
23 between injuries sustained in professional football and heightened rates of
24 dementia.”

25 80. Shortly after the October 2009 hearings, the NFL announced that it
26 would impose its most stringent rules to date on managing concussions, requiring
27 players who exhibit any significant sign of concussion to be removed from a game
28 or practice and be barred from returning the same day. The league’s former practice

1 of allowing players to return when their concussion symptoms subside, a practice
2 experienced by each and every plaintiff, has been soundly criticized for putting its
3 players at risk.

4 81. In the apparent change in policy, the NFL indicated that “independent
5 experts” would decide who returns to play and who has to sit out so their brain can
6 heal. Not surprisingly, the “independent experts,” were selected by Dr. Pellman.

7 82. The change contradicted past recommendations by the Committee,
8 which had recommended as safe the league’s practice of returning players after
9 concussion. The committee had published a paper in the journal *Neurosurgery* in
10 2005 that stated “[p]layers who are concussed and return to the same game have
11 fewer initial signs and symptoms than those removed from play. Return to play does
12 not involve a significant risk of a second injury either in the same game or during
13 the season.”

14 83. In December 2009, an NFL Spokesman stated that it was “quite
15 obvious from the medical research that’s been done that concussions can lead to
16 long-term problems.” This fact had been quite obvious to virtually every person
17 involved in the study of concussions for more than a decade with the exception of
18 the NFL and its so called “experts.”

19 84. In January 2010, the House Judiciary Committee held further hearings
20 on Football Player Head Injuries. The committee chairman, Rep. John Conyers, Jr.,
21 noted that “until recently, the NFL had minimized and disputed evidence linking
22 head injuries to mental impairment in the future.”

23 85. Dr. Casson provided oral and written testimony at the January 2010
24 hearings. He continued to deny the validity of other studies, stating that “[t]here is
25 not enough valid, reliable or objective scientific evidence at present to determine
26 whether or not repeat head impacts in professional football result in long term brain
27 damage.”

28

1 86. Rep. Linda Sanchez soundly criticized the NFL at the hearings. "I find
2 it really ridiculous that he's saying that concussions don't cause long-term cognitive
3 problems. I think most people you ask on the street would figure that repeated
4 blows to the head aren't good for you." She further commented that "It seems to me
5 that the N.F.L. has literally been dragging its feet on this issue until the past few
6 years. Why did it take 15 years?"

7 87. In 2010, the NFL re-named the panel, to the "Head, Neck, and Spine
8 Medical Committee" and announced that Dr. Pellman would no longer be a member
9 of the panel. Drs. H. Hunt Batjer and Richard G. Ellenbogen were selected to
10 replace Drs. Casson and Viano. The two new co-chairmen selected Dr. Mitchel S.
11 Berger to serve on the committee.

12 88. Under its new leadership, the Committee admitted that data collected
13 by the NFL's former brain-injury leadership was "infected," said that their
14 committee should be assembled anew. Attempting to distance itself from the prior
15 regime, the new Committee formally requested that the group's former chairman,
16 Dr. Elliot Pellman, not speak at one of their initial conferences.

17 89. During a May 2010 Congressional hearing, Congressman Anthony
18 Weiner addressed Drs. Batjer and Ellenbogen with the following comment: "you
19 have years of an infected system here, and your job is...to mop [it] up." Step one
20 should have been for the NFL's committee to issue an adequate warning to league
21 players about the causal link between multiple NFL concussions and cognitive
22 decline. At one juncture during the Congressional hearing, Rep. Weiner, infuriated
23 by the answers he was being given by Ellenbogen chided, "You're in charge of the
24 brains of these players!"

25 90. At the October 2009 Congressional hearings of the House Judiciary
26 Committee, committee member Linda Sanchez (D-CA) analogized the NFL's
27 denial of a causal link between NFL concussion and cognitive decline to the

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1 Tobacco industry's denial of the link between cigarette consumption and ill health
2 effects.

3 91. Since at least 2002, the NFL Committee has been on direct notice of
4 multiple NFL head injuries contributing to cognitive decline in later life, yet it has
5 never amended the 2007 NFL's Brain Injury Committee statement: "Current
6 research with professional athletes has not shown that having more than one or two
7 concussions leads to permanent problems ... It is important to understand that there
8 is no magic number for how many concussions is too many."

9 92. As of June 2010, the NFL had yet to amend these inaccurate and
10 misrepresentative statements to any Plaintiff or retiree.

11 **THE NFL ACKNOWLEDGES THEIR DUTY TO PROTECT AGAINST**
12 **THE LONG-TERM RISK OF CONCUSSIONS**

13 93. On August 14, 2007, the NFL acknowledged its duty to players by
14 enacting rules to protect them against the risks associated with repeated brain
15 trauma.

16 94. The NFL's 2007 concussion guidelines, many of which stemmed from
17 an NFL conference in June of 2007 involving team trainers and doctors, were sent
18 to all current players and other team personnel.

19 95. The NFL's 2007 guidelines on concussion management include a
20 whistle-blower provision for individuals to report concussions with the league so
21 that a player with a head injury is not forced to practice or play against medical
22 advice.

23 96. The NFL's 2007 concussion guidelines also include an informational
24 pamphlet provided to all current NFL players to aid in identifying symptoms of a
25 concussion. This information was later withdrawn by one of the outside counsel of
26 the NFL in a separate letter to its disability plan, as well as the NFL's August 14,
27 2007 press release denying that "more than one or two concussions leads to
28 permanent problems."

1 97. In a statement issued by the NFL on August 14, 2007, Roger Goodell,
2 the Commissioner of the NFL, introduced the NFL's 2007 concussion guidelines by
3 saying, "We want to make sure all NFL players, coaches and staff members are
4 fully informed and take advantage of the most up-to-date information and resources
5 as we continue to study the long-term impact of concussions."

6 98. The NFL's Commissioner also stated, "[b]ecause of the unique and
7 complex nature of the brain, our goal is to continue to have concussions managed
8 conservatively by outstanding medical personnel in a way that clearly emphasizes
9 player safety over competitive concerns."

10 99. The NFL's 2007 concussion guidelines provide when a player with a
11 concussion can return to a game or practice.

12 100. The NFL's 2007 concussion guidelines specifically mandate that a
13 player should have no concussion symptoms and normal neurological test results
14 before returning to play.

15 101. For the past many decades until August 14, 2007, the NFL's duty to
16 protect its players has never changed and has, ever waned. The only change that
17 occurred is that on August 14, 2007, the NFL finally and unequivocally acted upon
18 its longstanding players by implementing league-wide concussion guidelines.

19 102. Importantly, the NFL themselves acknowledged that the 2007
20 guidelines were inadequate and insufficient. As a result, the NFL enacted more
21 strict regulations to handle concussions starting in the 2009 season. Specifically, the
22 NFL announced new rules on managing concussions requiring players who exhibit
23 any significant concussion signs to be removed from a game or practice and be
24 barred from returning the same day.

25 103. Nevertheless; it was not until June of 2010 that the NFL warned any
26 player of the long-term risks associated with multiple concussions, including
27 dementia, memory loss, CTE and its related symptoms. The Riddell Defendants also
28 failed to so warn active players until approximately the same time frame.

1 104. As of today, the NFL Defendants and the Riddell Defendants have
2 never warned Plaintiff or any retired player of the long-term health effects of
3 concussions.

4 **THE DEFENDANTS' CONDUCT RISES BEYOND MERE NEGLIGENCE**

5 105. The aforementioned acts and omissions of the Defendants demonstrate
6 that the Defendants acted with callous indifference to the rights and duties owed to
7 Plaintiff, all American Rules Football leagues and players and the public at large.

8 106. The Defendants acted wilfully, wantonly, egregiously, with reckless
9 abandon, and with a high degree of moral culpability. Defendants, and each of
10 them, knew that a substantial risk of physical and mental harm to NFL players
11 existed in connection with repeated concussive blows to the head, to wit: the
12 danger of irreversible brain-damage and/or dementia. Defendants, and each of
13 them, consciously, willfully, and deliberately disregarded the safety of others in
14 continually undertaking to establish and promulgate safety rules for the NFL, but
15 failing to address or disclose this substantial risk, as immediately aforesaid, in
16 connection with such rules, and/or continuing to manufacture, sell, and distribute
17 football helmets which they knew would not protect players against this risk.

18 **WILLIAM S. RADEMACHER**

19 107. Plaintiff William S. Rademacher was born on May 13, 1942 in
20 Menominee, Michigan. He lives in East Lansing, Michigan.

21 108. Plaintiff William S. Rademacher played for the New York Jets during
22 the 1964 through 1968 seasons. He also played for New England Patriots (formerly
23 Boston Patriots) during the 1969 and 1970 seasons.

24 109. Plaintiff William S. Rademacher suffered multiple brain injuries
25 and/or concussions that were improperly diagnosed and improperly treated
26 throughout his career as a professional football player in the NFL.

27 110. Plaintiff William S. Rademacher was not warned by the NFL, NFLP,
28 or Riddell Defendants of the risk of long-term injury due to football-related

1 concussions or that the league-mandated equipment did not protect him from such
2 injury. This was a substantial factor in causing his current injury.

3 111. Plaintiff William S. Rademacher suffers from multiple past traumatic
4 brain injuries with various symptoms including but not limited to, memory loss,
5 headaches, and sleeplessness. However, he did not know, nor did he have reason to
6 know, of the diagnosis, symptoms, or the reasons therefore until April 2010 or
7 thereafter.

8 **FIRST CAUSE OF ACTION**

9 **NEGLIGENCE- Monopolist**

10 **(As Against the NFL)**

11 112. Plaintiff incorporates by reference paragraphs 1 through 111 of this
12 Complaint as if fully set forth herein at length.

13 113. The NFL, by and through its monopoly power, has historically had a
14 duty to invoke rules that protect the health and safety of its players, including
15 Plaintiff, and the public, including but not limited to, a duty to use reasonable care
16 in researching, studying and/or examining the dangers and risks of head injuries
17 and/or concussions to NFL players, to inform and warn their players of such risks
18 and to effectuate reasonable league policies and/or take other reasonable action to
19 minimize the risks of head injuries.

20 114. The NFL affirmatively and voluntarily established the MTBI
21 Committee to examine the dangers and consequences of head injuries to NFL
22 players, to report on its findings, to provide information and guidance from its
23 research and studies concerning concussions to teams and players, and to make
24 recommendations to lessen the risks of concussions. The NFL is responsible for the
25 staffing and conduct of the MTBI Committee.

26 115. As a monopoly, the NFL has a duty to protect the health and safety of
27 its players, as well as the public at large.

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1 116. Throughout its history, the NFL has consistently breached its duty to
2 protect the health and safety of its players by failing to enact rules, policies and
3 regulations to best protect its players.

4 117. The NFL breached its duty to its players, including Plaintiff, to use
5 ordinary care to protect the physical and mental health of players by failing to
6 implement standardized post-concussion guidelines by failing to enact rules to
7 decrease the risk of concussions during games or practices, and by failing to
8 implement mandatory rules that would prevent a player who suffered a mild
9 traumatic brain injury from re-entering a football game and being placed at further
10 risk of injury.

11 118. Throughout its many years of existence, the NFL, by its own
12 undertakings to act, has repeatedly established its duty to protect the health and
13 safety of its players when known and foreseeable risk exists. Until August 14, 2007,
14 the NFL failed to create and implement league-wide guidelines concerning the
15 treatment and monitoring of players who suffer concussive brain injuries.

16 119. It has been well established since 1928 that repeated blows to the head
17 can lead to CTE, commonly known as "punch drunk syndrome." Punch Drunk
18 Syndrome has been prevalent in boxers who have repeatedly suffered concussions.

19 120. Despite the fact that other sporting associations exist, such as the
20 National Hockey League and the World Boxing Association, which have decades
21 ago established standardized association-wide concussion management rules, until
22 August 14, 2007, the NFL failed to establish any guidelines or policies to protect
23 the mental health and safety of its players.

24 121. Nonetheless, it took the NFL until June of 2010 to finally acknowledge
25 the long-term risks associated with concussions, including dementia, memory loss,
26 CTE and its related symptoms. At that time, the NFL warned active players of
27 those risks. To date, the NFL has never warned any past players, including Plaintiff,
28 or the public of the long-term brain injury caused from concussions.

1 122. The NFL's failure to fulfill its duty to protect its players, the plaintiff
2 and the public, include, but are not limited to, the following failures:

- 3 (a) Failure to use reasonable care in the manner in which it created the
4 MTBI Committee and in the appointment of physicians to head the
5 Committee who were not qualified;
- 6 (b) Failure to use reasonable care in researching, studying and/or examining
7 the risks of head injuries and/or concussions in professional football and
8 in downplaying and in many cases denying both the severity of such
9 injuries and the clear link between concussions and brain damage,
10 thereby breaching its duty to their players, including the Plaintiff;
- 11 (c) Failure to institute acclimation requirements or procedures to ensure
12 proper acclimation of the NFL players before they participate in
13 practices or games;
- 14 (d) Failure to regulate and monitor practices, games, equipment, and
15 medical care so as to minimize the long-term risks associated with
16 concussive brain injuries suffered by the NFL players, including
17 Plaintiff.
- 18 (e) Failure to require that an adequate concussive brain injury history be
19 taken of NFL players;
- 20 (f) Failure to ensure accurate diagnosis and recording of concussive brain
21 injury so the condition can be treated in an adequate and timely
22 manner;
- 23 (g) Failure to invoke league-wide guidelines, policies, and procedures
24 regarding the identification and treatment of concussive brain injury;
- 25 (h) Failure to properly inform the public and other American Rules
26 Football leagues and players of the health risks associated with
27 concussive injury;
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- 1 (i) Failure to license and approve the best equipment available that will
- 2 reduce the risk of concussive brain injury; and
- 3 (j) Failure to warn of the harm of repetitive concussion injuries.

4 123. The NFL breached its duty to protect the health and safety of its
5 players by subjecting NFL players to an increased risk of concussive brain injury.

6 124. The NFL failed to provide complete, current, and competent
7 information and directions to NFL athletic trainers, physicians, and coaches
8 regarding concussive brain injuries and its prevention, symptoms, and treatment.

9 125. If the NFL would have taken the necessary steps to oversee and protect
10 the NFL players, including Plaintiff, by developing and implementing necessary
11 guidelines, policies, and procedures; providing reasonably safe helmets; and
12 educating and training all persons involved with the NFL Teams in the recognition,
13 prevention, and treatment of concussive brain injuries, the NFL players, such as
14 Plaintiff, would not have suffered from the subject condition or the effects of that
15 condition, would have recovered more rapidly, or would not have suffered
16 long-term brain injuries.

17 126. Under all of the above circumstances, it was foreseeable that the NFL's
18 violating its duties would cause or substantially contribute to the personal injuries
19 suffered by Plaintiff.

20 127. The NFL committed acts of omission and commission, which
21 collectively and severally, constituted negligence. The NFL's negligence was a
22 proximate and producing cause of the personal injuries and other damages suffered
23 by Plaintiff.

24 128. As a result of the personal injuries, Plaintiff is entitled to damages, as
25 alleged herein or allowed by law, from the NFL in an amount reasonably
26 anticipated to exceed the jurisdictional minimum \$25,000.

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SECOND CAUSE OF ACTION:
NEGLIGENCE
(As Against the NFL)

129. Plaintiff incorporates by reference paragraphs 1 through 128 of this Complaint as if fully set forth herein at length.

130. The NFL has historically assumed an independent tort duty to invoke rules that protect the health and safety of its players, but it has violated Section 323 of the Restatement (Second) of Torts as adopted by the Courts in California.

131. Throughout the history of the NFL, the NFL organization has consistently exercised its duty to protect the health and safety of its players by implementing rules, policies and regulations in an attempt to best protect its players.

132. By enacting rules to protect the health and safety of its players, the NFL has repeatedly confirmed its duty to take reasonable and prudent actions to protect the health and safe of its players when known and foreseeable risks exist.

133. The NFL breached its duty to its players, including Plaintiff, to use ordinary care to protect the physical and mental health of players by implementing standardized post-concussion guidelines and by failing to implement mandatory rules that would prevent a layer who suffered a mild traumatic brain injury from re-entering a football game or practice.

134. Throughout the many years that the NFL has repeatedly established its duty to protect the health and safety of its players when known and foreseeable risks exist, until August 14, 2007, the NFL failed to create and implement league-wide guidelines concerning the treatment and monitoring of players who suffer a concussive brain injury during a game.

135. It has been well established since 1928 that repeated blows to the head can lead to CTE, commonly known as "punch drunk syndrome." Punch Drunk Syndrome has been prevalent in boxers who have repeatedly suffered concussions.

1 136. Despite the fact that other sporting associations exist, such as the
2 World Boxing Association, which have decades ago established standardized
3 association-wide concussion management rules, until August 14, 2007, the NFL
4 failed to establish any guidelines or policies to protect the mental health and safety
5 of its players.

6 137. The NFL's failure to fulfill its assumed duty to protect its players
7 includes but is not limited to the following failures:

- 8 (a) Failure to institute acclimation requirements or procedures to ensure
9 proper acclimation of the NFL players before they participate in
10 practices or games;
- 11 (b) Failure to regulate and monitor practices, games, rules, equipment, and
12 medical care so as to minimize the long-term risks associated with
13 concussive brain injuries suffered by the NFL players, including
14 Plaintiff;
- 15 (c) Failure to require that an adequate concussive brain injury history be
16 taken of NFL players;
- 17 (d) Failure to ensure accurate diagnosis and recording of concussive brain
18 injury so the condition can be treated in an adequate and timely
19 manner;
- 20 (e) Failure to invoke league-wide guidelines, policies, and procedures
21 regarding the identification and treatment of concussive brain injury,
22 and the return to play insofar as such matters pertain to concussive
23 brain injury; and,
- 24 (f) Failure to license and approve the best equipment available that will
25 reduce the risk of concussive brain injury.

26 138. The NFL breached its assumed duty to protect the health and safety of
27 its players by subjecting NFL players to an increased risk of concussive brain
28 injury.

1 139. The NFL failed to provide complete, current, and competent
2 information and directions to NFL athletic trainers, physicians, and coaches
3 regarding concussive brain injuries and its prevention, symptoms, and treatment.

4 140. If the NFL would have taken the necessary steps to oversee and protect
5 the NFL players, including Plaintiff, by developing and implementing necessary
6 guidelines, policies, and procedures; providing reasonably safe helmets; and
7 educating and training all persons involved with the NFL Teams in the recognition,
8 prevention, and treatment of concussive brain injuries, the NFL players, such as
9 Plaintiff, would not have suffered from the subject condition or the effects of that
10 condition, would have recovered more rapidly, or would not have suffered
11 long-term brain damage, dementia, and depression related to dementia and CTE.

12 141. Under all of the above circumstances, it was foreseeable that the NFL's
13 violations of its duties would cause or substantially contribute to the personal
14 injuries suffered by the Plaintiff.

15 142. The NFL committed acts of omission and commission, which
16 collectively and severally, constituted negligence. The NFL's negligence was a
17 proximate and producing cause of the personal injuries and other damages suffered
18 by Plaintiff.

19 143. As a result of the personal injuries of Plaintiff, he is entitled to
20 damages, as alleged herein or allowed by law, from the NFL in an amount
21 reasonably anticipated to exceed the jurisdictional minimum of \$25,000.

22 **THIRD CAUSE OF ACTION:**

23 **FRAUD**

24 **(As Against the NFL)**

25 144. Plaintiff incorporates by reference paragraphs 1 through 143 of this
26 Complaint as if fully set forth herein at length.

27 145. From 2005 through June of 2010, the NFL made through its "Mild
28 Traumatic Brain Injury Committee" and others, its agents, material

1 misrepresentations to its players, former players, the Congress and the public at
2 large that there was no link between concussions and later life cognitive/brain
3 injury, including CTE and its related symptoms.

4 146. Material misrepresentations were made by members of the NFL's
5 committee on multiple occasions, including but not limited to testimony given at
6 congressional hearings and the "informational" pamphlet which they issued to the
7 players.

8 147. The material misrepresentations include the NFL's remarks that the
9 Plaintiff was not at an increased risk of head injury if they returned too soon to an
10 NFL game or training session after suffering a head injury.

11 148. Defendant's material misrepresentations also included the NFL's
12 criticism of legitimate scientific studies which illustrated the dangers and risks of
13 head injuries.

14 149. The persons who made the misrepresentations as agents of the NFL
15 and the NFL knew they were false when they were made.

16 150. The persons who made the misrepresentations as agents of the NFL
17 and the NFL intended to defraud, among others, the Plaintiff in this action.

18 151. The Plaintiff, among others, justifiably and reasonably relied on these
19 misrepresentations to their detriment in getting care for their injuries.

20 152. Plaintiff relied on these misrepresentations when playing in the NFL.
21 Had Plaintiff known the risks to his health, he would not have agreed to jeopardize
22 their health.

23 153. The NFL knew, or should have known, that the Plaintiff would rely on
24 the NFL's misrepresentations.

25 154. The Plaintiff, among others, were damaged by these actions. Among
26 other things, they suffered physical injury including, but not limited to, memory and
27 cognitive problems, and multiple economic losses.

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1 155. As a result of the personal injuries of Plaintiff, he is entitled to
2 damages, as alleged herein or allowed by law, from the NFL in an amount
3 reasonably anticipated to exceed the jurisdictional minimum of \$25,000.

4 **FOURTH CAUSE OF ACTION:**
5 **FRAUDULENT CONCEALMENT**
6 **(As Against the NFL)**

7 156. Plaintiff incorporates by reference paragraphs 1 through 155 of this
8 Complaint as if fully set forth herein at length.

9 157. The NFL's MTBI Committee concealed the risks of head injuries to
10 Plaintiff, and the risk to Plaintiff if they returned to the playing field before making
11 a proper recovery from their injuries.

12 158. The NFL's MTBI Committee, through misleading public statements,
13 published articles and the concussion pamphlet issued to players, concealed and
14 downplayed known long-term risks of concussions to NFL players.

15 159. The concussion pamphlet clearly created player reliance. The NFL
16 stated that "[w]e want to make sure all N.F.L. players . . . are fully informed and
17 take advantage of the most up to date information and resources as we continue to
18 study the long-term impact on concussions."

19 160. Further concealment of material information occurred in January 2010.
20 Dr. Casson provided oral and written testimony at the January 2010 congressional
21 hearings. He continued to deny the validity of other studies.

22 161. Throughout Plaintiffs' football career, the NFL failed to acknowledge,
23 either publicly or to its players, the clear link between concussions and brain long-
24 term brain injuries being suffered by NFL players.

25 162. The NFL willfully concealed this information from Plaintiff in order to
26 prevent negative publicity and increased scrutiny of its medical practices.

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1 163. The NFL knew that Plaintiff would rely on the inaccurate information
2 provided by the NFL. Plaintiff relied on this inaccurate information during his NFL
3 careers.

4 164. The Plaintiff, among others, were damaged by this concealment.
5 Among other things, they suffered physical injury including, but not limited to,
6 memory and cognitive problems, and multiple economic losses.

7 165. As a result of the personal injuries of Plaintiff, he is entitled to
8 damages, as alleged herein or allowed by law, from the NFL in an amount
9 reasonably anticipated to exceed the jurisdictional minimum of \$25,000.

10 **FIFTH CAUSE OF ACTION**

11 **NEGLIGENCE**

12 **(As Against NFLP)**

13 166. Plaintiff incorporates by reference paragraphs 1 through 165 as if fully
14 set forth herein at length.

15 167. NFLP is engaged in the approving, licensing and promoting of
16 equipment used by all the NFL teams. In this position the NFLP had a duty to
17 ensure that the equipment, including, but not limited to helmets, were of the highest
18 quality to protect players from the risk of concussive brain injuries.

19 168. NFL players, including Plaintiff, wore helmets approved by the NFLP
20 when they sustained concussive brain injuries during play in their NFL careers.

21 169. NFLP breached its duty to ensure that the equipment it licensed and
22 approved were of the highest possible quality and sufficient to protect the NFL
23 players, including Plaintiff, from the risk of concussive brain injuries.

24 170. NFLP breached its duty by licensing the Riddell Defendants' helmets,
25 and approving and/or requiring the use of the helmets for the NFL players, knowing
26 or having reason to know that the helmets were negligently and defectively
27 designed and/or manufactured in not being able to adequately protect NFL players,
28 including Plaintiff, from sustaining concussive brain injuries.

1 171. As a result of these breaches by NFLP, Plaintiff was not adequately
2 protected and suffered numerous concussive brain injuries while playing for the
3 NFL resulting in the long-term health effects described herein.

4 172. As a result of the personal injuries of Plaintiff, he is entitled to
5 damages from NFLP in an amount reasonably anticipated to exceed the
6 jurisdictional minimum of \$25,000.00.

7 **SIXTH CAUSE OF ACTION**
8 **STRICT LIABILITY FOR DESIGN DEFECT**
9 **(As Against Riddell Defendants)**

10 173. Plaintiff incorporates by reference paragraphs 1 through 172 of this
11 Complaint as if fully set forth herein at length.

12 174. NFL players, including Plaintiff, wore helmets designed,
13 manufactured, sold, and distributed by the Riddell Defendants when they sustained
14 concussive brain injuries during play in their NFL careers.

15 175. At the time the helmets were designed, manufactured, sold, and
16 distributed by the Riddell Defendants, the helmets were defective in design,
17 unreasonably dangerous, and unsafe for their intended purpose because they did not
18 provide adequate protection against the foreseeable risk of concussive brain injury.
19 The design defect includes; but is not limited to the following:

- 20 (a) Negligently failing to design the subject helmet with a safe means of
21 attenuating and absorbing the foreseeable forces of impact in order to
22 minimize mid/or reduce the forces and energy directed to the player's
23 head;
- 24 (b) Negligently designing the subject helmet with a shock attenuating
25 system which was not safely configured;
- 26 (c) Negligently failing to properly and adequately test the helmet model;
- 27 (d) Other acts of negligence that may be discovered during the course of
28 this matter; and

1 (e) Failing to warn Plaintiff that the helmets would not protect against the
2 long-term health consequences of concussive brain injury.

3 176. The defective design and unreasonably dangerous condition were a
4 proximate and producing cause of the personal injuries suffered by the Plaintiff and
5 other damages, including but not limited to, economic damages and non-economic
6 damages.

7 177. At all times, the helmets were being used for the purpose for which
8 they were intended.

9 178. The Riddell Defendants are strictly liable for designing a defective and
10 unreasonably dangerous product and for failing to warn which were proximate and
11 producing causes of the personal injuries and other damages including, but not
12 limited to, economic damage as alleged herein. A safer alternative design that
13 could attenuate and absorb the foreseeable forces of impact in order to minimize the
14 risk of concussive brain injuries was economically and technologically feasible at
15 the time the product left the control of the Riddell Defendants.

16 179. As a direct and proximate result of the Riddell Defendants failure to
17 provide a helmet with a safer alternative design that could attenuate and absorb the
18 foreseeable forces of impact, NFL players, including Plaintiff, did sustain
19 concussive brain injuries while wearing helmets designed, manufactured, sold and
20 distributed by the Riddell Defendants during their NFL careers.

21 180. As a result of the personal injuries of Plaintiff, he is entitled to
22 damages from Riddell Defendants in an amount reasonably anticipated to exceed
23 the jurisdictional minimum of \$25,000.00.

24 **SEVENTH CAUSE OF ACTION**

25 **(STRICT LIABILITY FOR MANUFACTURING DEFECT)**

26 **(As Against Riddell Defendants)**

27 181. Plaintiff incorporates by reference paragraphs 1 through 180 of this
28 Complaint as if fully set forth herein at length.

1 182. At the time the helmets were designed, manufactured, sold and
2 distributed by the Riddell Defendants, the helmets were defective in their
3 manufacturing and unreasonably dangerous and unsafe for their intended purpose
4 because they did not provide adequate protection against the foreseeable risk of
5 concussive brain injury. The Riddell Defendants' failure to design the helmets to
6 design and manufacturing specifications resulted in, among other things, the
7 following:

- 8 (a) Negligently failing to manufacture the subject helmet with a safe
9 means of attenuating and absorbing the foreseeable forces of impact in
10 order to minimize and/or reduce the forces and energy directed to the
11 player's head;
- 12 (b) Negligently manufacturing the subject helmet with a shock attenuating
13 system which was not safely configured;
- 14 (c) Negligently failing to properly and adequately inspect and/or test the
15 helmet model;
- 16 (d) Other acts of negligence that may be discovered during the course of
17 this matter; and
- 18 (e) Failure to warn Plaintiff that its helmets wouldn't protect against
19 concussive brain injury.

20 183. As a direct and proximate result of the Riddell Defendants failure to
21 manufacture a helmet that could attenuate and absorb the foreseeable forces of
22 impact, NFL players, including Plaintiff, did sustain concussive brain injuries while
23 wearing helmets designed, manufactured, sold and distributed by the Riddell
24 Defendants during their NFL careers.

25 184. The manufacturing defect was a proximate and producing cause of the
26 personal injuries suffered by Plaintiff and other damages, including but not limited
27 to, economic damages and non-economic damages.

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1 185. The Riddell Defendants are strictly liable for manufacturing and
2 placing in the stream of commerce a defective and unreasonably dangerous product
3 which was a proximate and producing cause of the personal injuries and other
4 damages, including but not limited to, economic damages and non-economic
5 damages. A safe alternative design was economically and technologically feasible
6 at the time the product left the control of the Riddell Defendants.

7 186. As a result of the personal injuries of Plaintiff, he is entitled to
8 damages from Riddell Defendants in an amount reasonably anticipated to exceed
9 the jurisdictional minimum of \$25,000.00.

10 **EIGHTH CAUSE OF ACTION**

11 **FAILURE TO WARN**

12 **(As Against Riddell Defendants)**

13 187. Plaintiff incorporates by reference paragraphs 1 through 186 of this
14 Complaint as if fully set forth herein at length.

15 188. The Riddell Defendants knew or should have known of the substantial
16 dangers involved in the reasonable and foreseeable use of their helmets.

17 189. The Riddell Defendants failed to provide necessary and adequate
18 safety and instructional materials and warnings of the risk and means available to
19 reduce and/or minimize the risk of concussive brain injuries while playing football.

20 190. The Riddell Defendants failed to provide necessary and adequate
21 information, warnings, and/or instructional materials regarding the fact that other
22 model helmets provided greater shock attenuation from blows to the head area.

23 191. The Riddell Defendants knew that these substantial dangers were not
24 readily cognizable to an ordinary consumer or user and that such person would use
25 these products without inspection for defects.

26 192. Plaintiff neither knew, nor had reason to know of the existence of the
27 aforementioned defects, or increased risks of harm.

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1 193. Plaintiffs' damages were the legal and proximate result of the actions
2 of the Riddell Defendants who owed a duty to warn Plaintiff of the risks of
3 substantial harm associated with the foreseeable use of their products.

4 194. The Riddell Defendants' failure to warn caused the Plaintiffs' to
5 sustain repeated concussive brain injuries as Plaintiff was unaware of the risk of
6 concussive brain injuries from the foreseeable use of the Riddell Defendants'
7 helmets.

8 195. As a result of the personal injuries of Plaintiff, he is entitled to
9 damages from the Riddell Defendants in an amount reasonably anticipated to
10 exceed the jurisdictional minimum of \$25,000.00.

11 **NINTH CAUSE OF ACTION**

12 **NEGLIGENCE**

13 **(As Against Riddell Defendants)**

14 196. Plaintiff incorporates by reference paragraphs 1 through 195 of this
15 Complaint as if fully set forth herein at length.

16 197. The Riddell Defendants should have been well aware that since 1928
17 repeated blows to the head can lead to CTE, commonly known as "punch-drunk
18 syndrome."

19 198. As a designer, manufacturer, and distributor of products it placed into
20 the stream of commerce The Riddell Defendants had a duty to ensure the helmets it
21 designed, manufactured and distributed were free of design and manufacturing
22 defects that would not adequately protect against concussive brain injuries.

23 199. As a designer, manufacturer, and distributor of products it placed into
24 the stream of commerce The Riddell Defendants had a duty to ensure the helmets it
25 designed, manufactured and distributed contained warnings on the risk of
26 concussive brain injuries and means available to reduce and/or minimize the risk of
27 concussive brain injuries.

28 ///

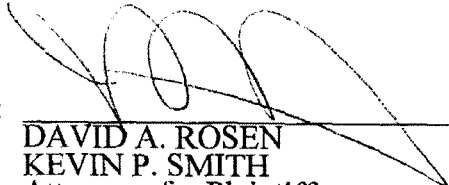
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JURY DEMAND

207. Plaintiff demands a trial by jury.

DATED: March 6, 2012

ROSE, KLEIN & MARIAS LLP

By: 
DAVID A. ROSEN
KEVIN P. SMITH
Attorneys for Plaintiff

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

NATIONAL FOOTBALL LEAGUE; NFL PROPERTIES LLC; RIDDELL, INC. d.b.a. RIDDELL SPORTS GROUP, INC., ALL AMERICAN SPORTS CORPORATION, d.b.a. RIDDELL/ALL AMERICAN; RIDDELL SPORTS GROUP, INC.; EASTON-BELL SPORTS, INC.; EASTON-BELL SPORTS LLC; EB SPORTS CORP.; and RBG HOLDINGS CORP.; and DOES 1 through 10, Inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
WILLIAM S. RADEMACHER

SUM-100

**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**

FILED

LOS ANGELES COUNTY COURT

MAR 09 2012

Jonny C. Garcia, Clerk
By Kim Garrison, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte puede desechar el caso.

The name and address of the court is: **VAN NUYS COURTHOUSE EAST**
(El nombre y dirección de la corte es):

6230 Sylmar Ave.
Van Nuys, CA 91401
Northwest District

CASE NUMBER:
(Número del Caso): **LC096597**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

David A. Rosen Esq. (SBN 101287)
Rose Klein & Marias LLP
801 S. Grand Ave., 11th Floor
Los Angeles, CA 90017

213-626-0571 213-623-7755

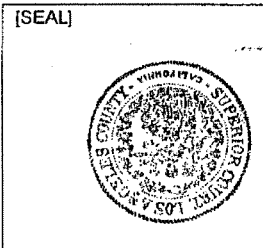
DATE: **MAR 09 2012** **JOHN A. CLARKE**

Clerk, by
(Secretario)



Kim Garrison, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE
[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

What Is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

- Civil Action Mediation (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.890-3.898 Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- Retired Judge Settlement Conference
- Neutral Evaluation (Governed by Los Angeles Superior Court Rules, chapter 12.)
- Judicial Arbitration (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- Eminent Domain Mediation (Governed by Code of Civil Procedure section 1250.420.)
- Civil Harassment Mediation
- Small Claims Mediation

FAMILY LAW (non-custody):

- Mediation
- Forensic Certified Public Accountant (CPA) Settlement Conference
- Settlement Conference
- Nonbinding Arbitration (Governed by Family Code section 2554.)

PROBATE:

- Mediation
- Settlement Conference

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

- Party Select Panel** The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Random Select Panel** The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Private Neutral** The market rate for private neutrals can range from \$300-\$1,000 per hour.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)603-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program
A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

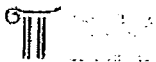


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE	CASE NUMBER
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.

(INSERT DATE) (INSERT DATE)
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

1. This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

LACIV 094 (new)
LASC Approved 04/11

INFORMAL DISCOVERY CONFERENCE
(pursuant to the Discovery Resolution Stipulation of the parties)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's Fee Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:	_____	_____
		JUDICIAL OFFICER

NOTICE SENT TO:

Rosen, David Alan
ROSE, KLEIN & MARIAS, LLP
801 S. Grand Avenue, 11th Floor
Los Angeles CA 90017-4645

CONFORMED COPY
ELECTRONICALLY FILED
Los Angeles Superior Court

APR 25 2012

John A. Clarke, Executive Officer/ Clerk
By _____ Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

WILLIAM S. RADEMACHER
Plaintiff(s),

VS.

NATIONAL FOOTBALL LEAGUE, ET AL
Defendant(s).

CASE NUMBER

LC096597

Notice of Case Reassignment and of
Order for Plaintiff to Give Notice

TO THE PLAINTIFF(S) AND PLAINTIFF'S ATTORNEY OF RECORD or PLAINTIFF(S) IN
PROPRIA PERSONA:

YOU ARE HEREBY NOTIFIED that effective May 14, 2012, an order was made that the above-entitled action, previously assigned to RICHARD ADLER, is now and shall be assigned to FRANK J. JOHNSON as an Individual Calendar (IC), direct calendaring judge for all purposes, including trial, in Department NWB. (See Chapter 7, Los Angeles Court Rules.) All matters on calendar in this case will remain set on the dates previously noticed, in the Department indicated above unless otherwise ordered by the court.

NOTICE IS FURTHER GIVEN that the order directs that plaintiff and counsel for the plaintiff shall give notice of this all purpose case assignment by serving a copy of this Notice on all parties to this action within 10 days of service of this Notice by the court, and file proof of service thereof within 12 days of this Notice. Failure to timely give notice and file proof of service may lead to imposition of sanctions pursuant to Code of Civil Procedure Section 177.5 or otherwise.

CERTIFICATE OF MAILING

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice Of Case Reassignment And Order upon each party or counsel named above by depositing in the United States mail at the courthouse in Van Nuys, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown above with the postage thereon fully prepaid.

Dated: April 25, 2012

JOHN A. CLARKE, Executive Officer/Clerk

By T. ZAVALA, Deputy Clerk

NOTICE OF CASE REASSIGNMENT AND OF ORDER FOR PLAINTIFF TO GIVE NOTICE

1 ROSE, KLEIN & MARIAS LLP
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ORIGINAL FILED
Northwest District
MAR 11 2012
LOS ANGELES
SUPERIOR COURT

Attorneys for Plaintiffs

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

11 WILLIAM S. RADEMACHER, and
12 MATTHEW L. MONGER,
13 Plaintiffs,
14 v.
15 NATIONAL FOOTBALL LEAGUE;
16 NFL PROPERTIES LLC; RIDDELL,
17 INC. d.b.a.RIDDELL SPORTS GROUP,
18 INC., ALL AMERICAN SPORTS
19 CORPORATION, d.b.a. RIDDELL/ALL
20 AMERICAN; RIDDELL SPORTS
21 GROUP, INC. EASTON-BELL
22 SPORTS, INC.; EASTON-BELL
23 SPORTS, LLC; EB SPORTS CORP.;
24 and RBG HOLDINGS CORP.; and
25 DOES 1 through 10, Inclusive,
26 Defendants.

CASE NO. LC096597
Hon. Frank J. Johnson
Dept. NWB
Action Filed: March 9, 2012
FIRST AMENDED COMPLAINT
1. Negligence - Monopolist
2. Negligence
3. Fraud
4. Fraudulent Concealment
5. Negligence
6. Strict Liability - Design Defect
7. Strict Liability - Manufacturing Defect
8. Failure to Warn
9. Negligence
10. Conspiracy
DEMAND FOR JURY TRIAL

25 The Plaintiffs, as individuals, hereby complain of Defendants, and each of
26 them, listed above and hereby allege as follows:

27 ///
28 ///

COPY

1 **PARTIES**

2 **Plaintiff:**

3 1. Mr. William S. Rademacher is a resident of and is domiciled in the
4 State of Michigan.

5 2. Mr. Matthew L. Monger is a resident of and is domiciled in the State of
6 Oklahoma.

7 **Defendants:**

8 3. The true names and capacities of defendants DOES 1 through 10,
9 inclusive, whether individual, corporate, associate or otherwise, are unknown to
10 plaintiff at the present time. When plaintiff ascertain such true names and
11 capacities of said defendants, they will ask leave of court to amend this complaint
12 by setting forth same.

13 4. All defendants, and each of them, were in some fashion legally
14 responsible for the injuries and damages complained of herein.

15 5. At all times herein mentioned, defendants, and each of them, were the
16 agents, servants, and employees each of the other, acting within the course and
17 scope of said agency and employment in that they either retained each other to act
18 in the premises, or communicated with each other prior to and while acting in the
19 premises as to the matters complained of herein, or both.

20 6. Defendant National Football League ("the NFL") is an unincorporated
21 association with its headquarters located in the State of New York. The NFL
22 regularly conducts business in California.

23 7. Defendant NFL Properties, LLC as the successor-in-interest to
24 National Football League Properties, Inc. ("NFLP") is a limited liability company
25 organized and existing under the laws of the State of Delaware with its headquarters
26 in the State of New York. NFLP is engaged, among other activities, approving
27 licensing and promoting equipment used by all the NFL teams. NFLP regularly
28 conducts business in California.

1 8. Defendant Riddell, Inc. (d.b.a. Riddell Sports Group, Inc.) is a
2 corporation organized and existing under the laws of the State of Illinois, and is
3 engaged in the business of designing, manufacturing, selling and distributing
4 football equipment, including helmets, to the NFL and since 1989 has been the
5 official helmet of the NFL. Riddell, Inc. regularly conducts business in California.

6 9. Defendant All American Sports Corporation, d.b.a. Riddell/All
7 American, is a corporation organized and existing under the laws of the State of
8 Delaware and is engaged in the business of designing, manufacturing, selling and
9 distributing football equipment, including helmets, to the NFL and since 1989 has
10 been the official helmet of the NFL. All American Sports regularly conducts
11 business in California.

12 10. Defendant Riddell Sports Group, Inc. is a Delaware corporation with
13 its principal place of business at 6255 N. State Highway, #300, Irving, TX 76038.
14 Riddell Sports Group, Inc. regularly conducts business in California.

15 11. Defendant Easton-Bell Sports, Inc., is a California corporation,
16 incorporated in Delaware with a principal place of business at 7855 Haskell
17 Avenue, Suite 200, Van Nuys, CA, 91406 and is a parent corporation of Riddell
18 Sports Group Inc. Easton-Bell Sports, Inc. designs, develops, and markets branded
19 athletic equipment and accessories, including marketing and licensing products
20 under the Riddell brand.

21 12. Defendant Easton-Bell Sports, LLC is the parent corporation of
22 Easton-Bell Sports, Inc., and is incorporated in Delaware, with a principal place of
23 business at 152 West 57th Street, New York, NY 10019. Easton-Bell Sports, LLC
24 regularly conducts business in California.

25 13. Defendant EB Sports Corp., is a Delaware Corporation with its
26 principal place of business at 7855 Haskell Avenue, Van Nuys, CA 91406.

27 ///

28 ///

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, CA
3 91406.

4 15. Defendants Riddell, Inc., Riddell Sports Group, Inc., All American
5 Sports Corporation, Easton-Bell Sports, Inc., EB Sports Corp., Easton Bell Sports,
6 LLC, and RBG Holdings Corp., shall hereinafter be referred to collectively as the
7 "Riddell Defendants."

8 **JURISDICTION AND VENUE**

9 **JURISDICTION AND VENUE**

10 16. Jurisdiction is based upon the California Constitution Article 6,
11 Section 10.

12 17. Venue is proper in this Court pursuant to Section 395(a) of the
13 California Code of Civil Procedure.

14 **GENERAL ALLEGATIONS AS TO ALL DEFENDANTS**

15 18. The National Football League consists of two structured conferences,
16 the AFC and the NFC, with 32 team members.

17 19. Each team functions as a separate business but operates under shared
18 revenue generated through broadcasting, merchandising and licensing.

19 20. The Supreme Court of the United States of America ruled in *American*
20 *Needle, Inc. v. NFL, et al.* (U.S. 2010) 130 S. Ct. 2201 that the NFL is a separate
21 entity from each of its teams.

22 21. The NFL is by far the most attended domestic sports league with an
23 average attendance per game of 67,509 fans in the regular season (2009).

24 22. The NFL is a 9 billion dollar-a-year business.

25 **NFL AND THE CBA**

26 23. Until March of 2011, all NFL players were members of a union called
27 the National Football League Players Association ("NFLPA"). The NFLPA
28 negotiates the general minimum contract for all players in the league with the

1 National Football League Management Council (“NFLMC”). This contract is
2 called the Collective Bargaining Agreement (“CBA”) and it is the central document
3 that governs the negotiation of individual player contracts for all of the league’s
4 players. However, historically, the NFL retired players have never been the subject
5 of nor a party to Collective Bargaining.

6 24. The CBA had been in place since 1993 and was amended in 1998 and
7 again in 2006. The CBA was originally scheduled to expire at the end of the 2012
8 season but in 2008 the owners exercised their right to opt-out of the agreement two
9 years early. In 2011, the parties in trying to negotiate a new CBA reached an
10 impasse and the NFL owners locked the players out. Subsequently, the NFLPA
11 decertified itself as the players’ representative for bargaining.

12 25. The Plaintiffs herein are retirees and thus not covered by the CBA nor
13 are Plaintiffs subject of or a party to bargaining between the NFL and the NFLPA.
14 Thus, the Plaintiffs’ claims are not preempted by federal labor law since any CBA
15 in force does not apply to their claims and, additionally, it does not currently exist.

16 **CTE AND CONCUSSION INJURY**

17 26. In 2002, Dr. Bennet Omalu, a forensic pathologist and neuro-
18 pathologist, found Chronic Traumatic Encephalopathy (CTE) in the brain of Hall of
19 Famer, Mike Webster, a former NFL player.

20 27. By 2007, Dr. Omalu found a fourth case linking the death of a former
21 NFL player to CTE brain damage from his football career. CTE manifests similarly
22 as in “punch drunk” boxers.

23 28. Around the same time, other researchers without NFL ties surveyed
24 retired football players and their findings showed that players who had multiple
25 concussions were more likely to report being diagnosed with depression.

26 29. To date, neuroanatomists have performed autopsies on 13 former NFL
27 players who died exhibiting signs of degenerative brain diseases. Twelve of these
28 players were found to have suffered from CTE.

1 30. The NFL undertook the responsibility of studying concussion research
2 in 1994 through funding a Committee known as the “NFL Committee on Mild
3 Traumatic Brain Injury.”

4 31. The NFL affirmatively assumed a duty to use reasonable care in the
5 study of post concussion syndrome, and to use reasonable care in the publication of
6 data from the MTBI Committee’s Work.

7 32. Rather than exercising reasonable care in these duties, the NFL
8 immediately engaged in a long-running course of negligent and fraudulent conduct.

9 33. The NFL Committee on Mild Traumatic Brain Injury published their
10 findings in 2004 showing “no evidence of worsening injury or chronic cumulative
11 effects” from multiple concussions. In a related study, the Committee found “many
12 NFL players can be safely allowed to return to play” on the day of a concussion if
13 they are without symptoms and cleared by a physician.

14 34. Players who suffered concussions were told by the NFL and its agents
15 not to be overly concerned, and were regularly returned to game action mere
16 minutes after sustaining them.

17 35. As further evidence, Commissioner Roger Goodell in June of 2007
18 admittedly publicly that the NFL has been studying the effects of traumatic brain
19 injury for “close to 14 years...”

20 36. On or about October 28, 2009, Dr. Robert Cantu and Dr. Ann McKee
21 testified before the House of Representatives, Committee on the Judiciary, to
22 discuss the long term impact of football related head injuries. This was the first
23 instance in which the connection between football head injuries and dementia,
24 memory loss, CTE and related symptoms was disseminated to the public at large.

25 37. At no time prior to June, 2010, did Plaintiff, William S. Rademacher,
26 to this action have knowledge of the connection between football head injuries and
27 dementia, memory loss, CTE and related symptoms. Plaintiff was not diagnosed
28 with the foregoing injuries and conditions until June, 2010, at the earliest.

1 38. At no time prior to June, 2010, did Plaintiff, Matthew L. Monger, to
2 this action have knowledge of the connection between football head injuries and
3 dementia, memory loss, CTE and related symptoms. Plaintiff was not diagnosed
4 with the foregoing injuries and conditions until June, 2010, at the earliest.

5 39. It was not until June of 2010 that the NFL publicly acknowledged that
6 concussions can lead to dementia, memory loss, CTE and related symptoms by
7 publishing warning to every player and team.

8 **NFL & NFLP'S DUTY TO PLAYERS AND THE PUBLIC**

9 40. The NFL and NFLP overtly undertook a duty to study concussions on
10 behalf of all American Rules Football leagues and players.

11 41. All American Rules Football leagues modeled their programs after the
12 NFL.

13 42. In turn, the NFL and NFLP possess monopoly power over American
14 Football. As such, it also possesses monopoly power over the research and
15 education of football injuries to physicians, trainers, coaches and individuals with
16 brain damage such as Plaintiffs who played in the NFL, as well as the public at
17 large. As a result, it owed a duty to everyone including individuals such as
18 Plaintiffs in the following respects:

- 19 (a) It owed a duty of reasonable care to protect Plaintiffs on the playing
20 field;
- 21 (b) It owed a duty of reasonable care to Plaintiffs to educate himself and
22 other players in the NFL about CTE and/or concussion injury;
- 23 (c) It owed a duty of reasonable care to Plaintiffs to educate trainers,
24 physicians, and coaches about CTE and/or concussion injury;
- 25 (d) It owed a duty of reasonable care to Plaintiffs to have in place strict
26 return-to-play guidelines to prevent CTE and/or concussion injury;
- 27 (e) It owed a duty of reasonable care to Plaintiffs to promote a
28 "whistleblower" system where teammates would bring to the attention

- 1 of a trainer, physician or coach that another player had sustained
- 2 concussion injury;
- 3 (f) It owed a duty of reasonable care to Plaintiffs to design rules and
- 4 penalties for players who use their head or upper body to hit or tackle;
- 5 (g) It owed a duty of reasonable care to Plaintiffs to design rules to
- 6 eliminate the risk of concussion during games and/or practices;
- 7 (h) It owed a duty of reasonable care to Plaintiffs to promote research into
- 8 and cure for CTE and the effects of concussion injury over a period of
- 9 time; and
- 10 (i) It owed a duty of reasonable care to State governments, local sports
- 11 organizations, all American Rules Football leagues and players, and
- 12 the public at large to protect against the long-term effects of CTE
- 13 and/or concussion injury.

14 43. The NFL and NLFP knew as early as the 1920's of the potential
15 harmful effects on a player's brain of concussions; however, until June of 2010 they
16 concealed these facts from coaches, trainers, players and the public.

17 44. Prior to June 2010, Plaintiffs did not know, nor have reason to know,
18 the long-term effects of concussions and relied on the NFL and the Riddell
19 Defendants to protect them.

20 **NFL & NLFP'S KNOWLEDGE OF THE RISK OF CONCUSSIONS**

21 45. For decades, Defendants have known that multiple blows to the head
22 can lead to long-term brain injury, including memory loss, dementia, depression and
23 CTE and its related symptoms.

24 46. This action arises from the Defendants' failure to warn and protect
25 NFL players, such as Plaintiffs, against the long-term brain injury risks associated
26 with football-related concussions.

27 47. This action arises because while the NFL and NLFP Defendants
28 undertook to investigate, research, and promulgate multiple safety rules, the NFL

1 and NFLP Defendants committed negligence by failing to act reasonably and
2 exercise their duty to enact league-wide guidelines and mandatory rules regulating
3 post-concussion medical treatment and return-to-play standards for players who
4 suffer a concussion and/or multiple concussions.

5 48. By failing to exercise its duty to enact reasonable and prudent rules to
6 protect players against the risks associated with repeated brain trauma, the NFL and
7 NFLP's failure to exercise its independent duty has led to the deaths of some, and
8 brain injuries of many other former players.

9 49. Throughout the past century and through the present, the published
10 frank medical literature in the United States and other industrialized countries has
11 included case reports, studies, reviews, and peer-reviewed articles relating to and
12 discussing the harmful effect on humans, and particularly players of American
13 football, of repeated concessive blows to the head. These publications were all
14 available and easily accessible to all Defendants.

15 50. The NFL and NFLP's ongoing undertaking to protect the health and
16 safety of the players is evidenced by the NFL's enactment of at least the following
17 non-exhaustive list of rules pertaining to players' health and safety, particularly
18 relating to blows to the head:

- 19 (a) In 1956, the NFL enacted a rule that prohibited the grabbing of any
20 player's facemask, other than the ball carrier;
- 21 (b) In 1962, the NFL enacted a rule that prohibited players from grabbing
22 any player's facemask;
- 23 (c) In 1976, the NFL enacted a rule that prohibited players from grabbing
24 the facemask of an opponent. The penalty for an incidental grasp of
25 the facemask was 5 yards. The penalty for twisting, turning, or pulling
26 the facemask was 15 yards. A player could be ejected from the game if
27 the foul is judged to be vicious and/or flagrant;
- 28

- 1 (d) In 1977, the NFL enacted a rule that prohibited players from slapping
2 the head of another playing during play. This rule was referred to as
3 the "Deacon Jones Rule," named after the Rams' defensive end who
4 frequently used this technique;
- 5 (e) In 1977, the NFL enacted a rule that prohibited Offensive Lineman
6 from thrusting their hands into a defender's neck, face, or head;
- 7 (f) In 1979, the NFL enacted a rule that prohibited players from using
8 their helmets to butt, spear, or ram an opponent. Pursuant to this rule,
9 any player who used the crown or top of his helmet unnecessarily will
10 be called for unnecessary roughness;
- 11 (g) In 1980, the NFL enacted rule changes that provided greater
12 restrictions on contact in the area of the head, neck, and face;
- 13 (h) In 1980, the NFL enacted rule changes that prohibited players from
14 directly striking, swinging, or clubbing the head, neck, or face
15 ("personal foul"). Beginning in 1980, a penalty could be called for
16 such contact whether or not the initial contact was made below the
17 neck area;
- 18 (i) In 1982, the NFL enacted a rule change by which the penalty for
19 incidental grabbing of a facemask by a defensive team was changed
20 from 5 yards to an automatic first down plus a 5 yard penalty;
- 21 (j) In 1983, the NFL enacted a rule that prohibited players from using a
22 helmet as a weapon to strike or hit an opponent;
- 23 (k) In 1988, the NFL enacted a rule that prohibited defensive players from
24 hitting quarterbacks below the waist while they are still in the pocket.
25 (The rule was unofficially called the "Andre Waters Rule" based upon
26 a hit that Waters placed on Los Angeles Rams quarterback Jim Everett
27 in 1988); and

28 ///

1 (l) Following the 2004-2005 season, the NFL's Competition Committee
2 reviewed video of the entire season and concluded that the horse-collar
3 tackle resulted in six serious injuries. On May 23, 2005, the NFL
4 owners voted 27-5 to ban such tackles. The ban states that a horse-
5 collar tackle is an open-field tackle in which a defender uses the
6 shoulder pads to immediately bring a ball carrier down.

7 **NFL FRAUDULENTLY CONCEALED**

8 **THE LONG-TERM EFFECTS OF CONCUSSIONS**

9 51. Instead of taking measures to actually protect its players from suffering
10 long-term brain injuries, the NFL created the "Mild Traumatic Brain Injury
11 Committee" in 1994 to purportedly study the effects of concussions on NFL
12 players, after plaintiff had retired from playing in the NFL.

13 52. The Mild Traumatic Brain Injury Committee was chaired by Dr. Elliot
14 Pellman, a rheumatologist who is not certified as to brain injuries and/or
15 concussions.

16 53. After 14 years of purported studies, and after numerous medical
17 journal articles were written by the NFL's Mild Traumatic Brain Injury Committee
18 (the "NFL's Brain Injury, Committee"), concluded that "[b]ecause a significant
19 percentage of players returned to play in the same game [as they suffered a mild
20 traumatic brain injury] and the overwhelming majority of players with concussions
21 were kept out of football-related activities for less than 1 week, it can be concluded
22 that mild TBI's in professional football are not serious injuries." See "Concussion
23 in professional football: Summary of the research conducted by the National
24 Football League's Committee on Mild Traumatic Brain Injury," *Neurosurgical*
25 *Focus* 21 (4):EI2; 2006, RI. Pellman and D.C. Viano.

26 ///
27 ///
28 ///

1 54. According to the NFL's own committee, the speedy return to play after
2 suffering a concussion demonstrates that such players were not at a greater risk of
3 suffering long-term brain injury. .

4 55. The MTBI Committee has published multiple research articles since its
5 inception. The findings of the MTBI Committee have regularly contradicted the
6 research and experiences of neurologists who treat sports concussions, and to
7 players who endured them.

8 56. For example, in the October 2004 edition of *Neurosurgery*, the MTBI
9 Committee published a paper in which it asserted that the Committee's research
10 found no risk of repeated concussions in players with previous concussions and that
11 there was no "7 to 10 day window of increased susceptibility to sustaining another
12 concussion."

13 57. In a comment to the study published in *Nuerosurgery*, once doctor
14 wrote that "[t]he article sends a message that it is acceptable to return players while
15 still symptomatic, which contradicts literature published over the past twenty years
16 suggesting that athletes be returned to play only after they are asymptomatic, and in
17 some cases for seven days."

18 58. As a further example, in January 2005, the Committee wrote that
19 returning to play after a concussion "does not involve significant risk of a second
20 injury either in the same game or during the season." However, a 2003 NCAA
21 study of 2,905 college football players found just the opposite: "Those who have
22 suffered concussions are more susceptible to further head trauma for seven to 10
23 days after the injury."

24 59. The NFL-funded study is completely devoid of logic and science.
25 More importantly, it is contrary to their Health and Safety Rules as well as 75 years
26 of published medical literature on concussions.

27 60. Between 2002 and 2005, a series of clinical and neuropathological
28 studies performed by independent scientists and physicians demonstrated that

1 multiple NFL induced-concussions cause cognitive problems such as depression,
2 early on-set dementia and CTE and its related symptoms.

3 61. In response to these studies, the NFL, to further a scheme of fraud and
4 deceit, had members of the NFL's Brain Injury Committee deny knowledge of a
5 link between concussion and cognitive decline and claim that more time was
6 needed to reach a definitive conclusion on the issue.

7 62. When the NFL's Brain Injury Committee anticipated studies that
8 would implicate causal links between concussion and cognitive degeneration it
9 promptly published articles producing contrary findings, although false, distorted
10 and deceiving as part of the NFL's scheme to deceive Congress, the players and the
11 public at large.

12 63. Between 2002 and 2007, Dr. Bennet Omalu examined the brain tissue
13 of deceased NFL players including Mike Webster, Terry Long, Andrew Waters and
14 Justin Strzelczyk. Dr. Omalu in an article in *Neurosurgery* concluded that chronic
15 traumatic encephalopathy ("CTE") triggered by multiple NFL concussions
16 represented a partial cause of their deaths.

17 64. In response to Dr. Omalu's article, the NFL acting thru the NFL's
18 Brain Injury Committee, Drs. Ira Casson, Elliott Pellman and David Viano wrote a
19 letter to the editor of *Neurosurgery* asking that Dr. Omalu's article be retracted.

20 65. Dr. Julian Bailes, a neurosurgeon from West Virginia University,
21 briefed the NFL Committee on the findings of Dr. Omalu and other independent
22 studies linking multiple NFL head injuries with cognitive decline. Dr. Bailes
23 recalled the MTBI Committee's reaction to his presentation: "the Committee got
24 mad ... we got into it. And I'm thinking, 'This is a ... disease in America's most
25 popular sport and how are its leaders responding? Alienate the scientist who found
26 it? Refuse to accept the science coming from him?'"

27 66. In 2005, a clinical study performed by Dr. Kevin Guskiewicz found
28 that retired players who sustained three or more concussions in the NFL had a

1 five-fold prevalence of mild cognitive impairment. The NFL's Brain Injury
2 Committee, Dr. Mark Lowell, promptly attacked the article by refusing to accept a
3 survey of 2,400 former NFL players.

4 67. A November 2006 *ESPN The Magazine* article described how the
5 MTBI Committee failed to include hundreds of neuropsychological tests done on
6 NFL players when studying the effects of concussions on the results of such tests.
7 The article further revealed that Dr. Pellman had fired a neuropsychologist for the
8 New York Jets, Dr. William Barr, after Dr. Barr voiced concern that Dr. Pellman
9 might be picking and choosing what data to include in the Committee's research to
10 get results that would downplay the effects of concussions.

11 68. Dr. Pellman stepped down as the head of the MTBI Committee in
12 February 2007. Dr. Kevin Guskiewicz, research director of UNC's Center for the
13 Study of Retired Athletes, said at the time that Dr. Pellman was "the wrong person
14 to chair the committee from a scientific perspective and the right person from the
15 league's perspective."

16 69. Regarding the work of Dr. Pellman, Dr. Guskiewicz stated, "[w]e
17 found this at the high school level, the college level and the professional level, that
18 once you had a concussion or two you are at increased risk for future concussions;"
19 but "[Dr. Pellman] continued to say on the record that's not what they find and
20 there's no truth to it."

21 70. Dr. Pellman was replaced by Doctors Ira Casson and David Vaino. Dr.
22 Casson continued to dismiss outside studies and overwhelming evidence linking
23 dementia and other cognitive decline to brain injuries. When asked in 2007
24 whether concussions could lead to brain damage, dementia or depression, Dr.
25 Casson denied the linkage six separate times.

26 71. Because of Congressional scrutiny and media pressure, the NFL
27 scheduled a league-wide Concussion Summit for June 2007. At the summit, the
28 co-chair of the MTBI Committee, Dr. Ira Casson, told team doctors and trainers that

1 CTE has never been scientifically documented in football players. Unfortunately,
2 the NFL in keeping with its scheme of fraud and deceit issued a pamphlet to players
3 in August 2007, which stated: “there is no magic number for how many concussions
4 is too many.” The pamphlet created player reliance insofar as it also stated “We
5 want to make sure all NFL players. . .*are fully informed* and take advantage of the
6 *most up to date information* and resources as we continue to study the long-term
7 impact on concussions.” (emphasis added).

8 72. When Boston University’s Dr. Ann McKee found CTE in the brains
9 two more deceased NFL players in 2008, Dr. Ira Casson characterized each study as
10 an “isolated incident” from which no conclusion could be drawn.

11 73. In 2008, the University of Michigan’s Institute for Social Research
12 conducted a study on the health of retired players, with over 1,000 former NFL
13 players taking part. The results of the study, which were released in 2009, reported
14 that “Alzheimer’s disease or similar memory-related diseases appear to have been
15 diagnosed in the league’s former players vastly more often than in the national
16 population – including a rate of 19 times the normal rate for men ages 30 through
17 49.”

18 74. The NFL, which had commissioned the study, responded to its results
19 by claiming that the study was incomplete. Further findings, it said, would be
20 needed. Several experts in the field found the NFL’s reaction to be “bizarre,” noting
21 that “they paid for the study, yet they tried to distance themselves from it.”

22 75. Shortly after the results from this study were released, Representative
23 John Conyers, Jr., chairman of the House Judiciary Committee, called for hearings
24 on the impact of head injuries sustained by NFL players.

25 76. In the first hearing, in October 2009, Rep. Maxine Waters stated, “I
26 believe you are an \$8 billion organization that has failed in your responsibility to
27 the players. We all know it’s a dangerous sport. Players are always going to get

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1 injured. The only question is, are you going to pay for it? I know that you dearly
2 want to hold on to your profits. I think it's the
3 responsibility of Congress to look at your antitrust exemption and take it away."

4 77. NFL Commissioner Roger Goodell testified at the hearing. He stated
5 that "[w]e are fortunate to be the most popular spectator sport in America. In
6 addition to our millions of fans, more than three million youngsters aged 6-14 play
7 tackle football each year; more than one million high school players also do so and
8 nearly seventy five thousand collegiate players as well. We must act in their best
9 interests even if these young men never play professional football."

10 78. Goodell testified that "[i]n the past 15 years, the N.F.L. has made
11 significant investments in medical and biomechanical research. All of that
12 information has been made public, subjected to thorough and on-going peer review,
13 published in leading journals, and distributed to the N.F.L.P.A. and their medical
14 consultants. We have been open and transparent, and have invited dialogue
15 throughout the medical community."

16 79. Also in the October hearing, NFLPA Executive Director DeMaurice
17 Smith stated that the study was not the first study on this issue. "While this is the
18 first N.F.L.-accepted study that demonstrated a connection between on-field injury
19 and post career mental illness, there have been studies over the last decade
20 highlighting that fact. Unfortunately, the N.F.L. has diminished those studies, urged
21 the suppression of the findings and for years, moved slowly in an area where
22 speed should have been the impetus."

23 80. After the congressional hearings, the NFLPA called for the removal of
24 Dr. Casson as MTBI co-chair. "Our view is that he's a polarizing figure on this
25 issue, and the players certainly don't feel like he can be an impartial party on this
26 subject," said NFLPA assistant executive director George Atallah.

27 81. Dr. Casson and Dr. David Viano resigned as co-committee chairmen
28 after the 2009 congressional hearings. Dr. Casson, as noted, came under criticism

1 during the hearings for his “continued denials of any link among retired players
2 between injuries sustained in professional football and heightened rates of
3 dementia.”

4 82. Shortly after the October 2009 hearings, the NFL announced that it
5 would impose its most stringent rules to date on managing concussions, requiring
6 players who exhibit any significant sign of concussion to be removed from a game
7 or practice and be barred from returning the same day. The league’s former practice
8 of allowing players to return when their concussion symptoms subside, a practice
9 experienced by each and every plaintiff, has been soundly criticized for putting its
10 players at risk.

11 83. In the apparent change in policy, the NFL indicated that “independent
12 experts” would decide who returns to play and who has to sit out so their brain can
13 heal. Not surprisingly, the “independent experts,” were selected by Dr. Pellman.

14 84. The change contradicted past recommendations by the Committee,
15 which had recommended as safe the league’s practice of returning players after
16 concussion. The committee had published a paper in the journal *Neurosurgery* in
17 2005 that stated “[p]layers who are concussed and return to the same game have
18 fewer initial signs and symptoms than those removed from play. Return to play does
19 not involve a significant risk of a second injury either in the same game or during
20 the season.”

21 85. In December 2009, an NFL Spokesman stated that it was “quite
22 obvious from the medical research that’s been done that concussions can lead to
23 long-term problems.” This fact had been quite obvious to virtually every person
24 involved in the study of concussions for more than a decade with the exception of
25 the NFL and its so called “experts.”

26 86. In January 2010, the House Judiciary Committee held further hearings
27 on Football Player Head Injuries. The committee chairman, Rep. John Conyers, Jr.,
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1 noted that “until recently, the NFL had minimized and disputed evidence linking
2 head injuries to mental impairment in the future.”

3 87. Dr. Casson provided oral and written testimony at the January 2010
4 hearings. He continued to deny the validity of other studies, stating that “[t]here is
5 not enough valid, reliable or objective scientific evidence at present to determine
6 whether or not repeat head impacts in professional football result in long term brain
7 damage.”

8 88. Rep. Linda Sanchez soundly criticized the NFL at the hearings. “I find
9 it really ridiculous that he’s saying that concussions don’t cause long-term cognitive
10 problems. I think most people you ask on the street would figure that repeated
11 blows to the head aren’t good for you.” She further commented that “It seems to me
12 that the N.F.L. has literally been dragging its feet on this issue until the past few
13 years. Why did it take 15 years?”

14 89. In 2010, the NFL re-named the panel, to the “Head, Neck, and Spine
15 Medical Committee” and announced that Dr. Pellman would no longer be a member
16 of the panel. Drs. H. Hunt Batjer and Richard G. Ellenbogen were selected to
17 replace Drs. Casson and Viano. The two new co-chairmen selected Dr. Mitchel S.
18 Berger to serve on the committee.

19 90. Under its new leadership, the Committee admitted that data collected
20 by the NFL’s former brain-injury leadership was “infected,” said that their
21 committee should be assembled anew. Attempting to distance itself from the prior
22 regime, the new Committee formally requested that the group’s former chairman,
23 Dr. Elliot Pellman, not speak at one of their initial conferences.

24 91. During a May 2010 Congressional hearing, Congressman Anthony
25 Weiner addressed Drs. Batjer and Ellenbogen with the following comment: “you
26 have years of an infected system here, and your job is...to mop [it] up.” Step one
27 should have been for the NFL’s committee to issue an adequate warning to league
28 players about the causal link between multiple NFL concussions and cognitive

1 decline. At one juncture during the Congressional hearing, Rep. Weiner, infuriated
2 by the answers he was being given by Ellenbogen chided, "You're in charge of the
3 brains of these players!"

4 92. At the October 2009 Congressional hearings of the House Judiciary
5 Committee, committee member Linda Sanchez (D-CA) analogized the NFL's
6 denial of a causal link between NFL concussion and cognitive decline to the
7 Tobacco industry's denial of the link between cigarette consumption and ill health
8 effects.

9 93. Since at least 2002, the NFL Committee has been on direct notice of
10 multiple NFL head injuries contributing to cognitive decline in later life, yet it has
11 never amended the 2007 NFL's Brain Injury Committee statement: "Current
12 research with professional athletes has not shown that having more than one or two
13 concussions leads to permanent problems ... It is important to understand that there
14 is no magic number for how many concussions is too many."

15 94. As of June 2010, the NFL had yet to amend these inaccurate and
16 misrepresentative statements to any Plaintiff or retiree.

17 **THE NFL ACKNOWLEDGES THEIR DUTY TO PROTECT AGAINST**
18 **THE LONG-TERM RISK OF CONCUSSIONS**

19 95. On August 14, 2007, the NFL acknowledged its duty to players by
20 enacting rules to protect them against the risks associated with repeated brain
21 trauma.

22 96. The NFL's 2007 concussion guidelines, many of which stemmed from
23 an NFL conference in June of 2007 involving team trainers and doctors, were sent
24 to all current players and other team personnel.

25 97. The NFL's 2007 guidelines on concussion management include a
26 whistle-blower provision for individuals to report concussions with the league so
27 that a player with a head injury is not forced to practice or play against medical
28 advice.

1 98. The NFL's 2007 concussion guidelines also include an informational
2 pamphlet provided to all current NFL players to aid in identifying symptoms of a
3 concussion. This information was later withdrawn by one of the outside counsel of
4 the NFL in a separate letter to its disability plan, as well as the NFL's August 14,
5 2007 press release denying that "more than one or two concussions leads to
6 permanent problems."

7 99. In a statement issued by the NFL on August 14, 2007, Roger Goodell,
8 the Commissioner of the NFL, introduced the NFL's 2007 concussion guidelines by
9 saying, "We want to make sure all NFL players, coaches and staff members are
10 fully informed and take advantage of the most up-to-date information and resources
11 as we continue to study the long-term impact of concussions."

12 100. The NFL's Commissioner also stated, "[b]ecause of the unique and
13 complex nature of the brain, our goal is to continue to have concussions managed
14 conservatively by outstanding medical personnel in a way that clearly emphasizes
15 player safety over competitive concerns."

16 101. The NFL's 2007 concussion guidelines provide when a player with a
17 concussion can return to a game or practice.

18 102. The NFL's 2007 concussion guidelines specifically mandate that a
19 player should have no concussion symptoms and normal neurological test results
20 before returning to play.

21 103. For the past many decades until August 14, 2007, the NFL's duty to
22 protect its players has never changed and has, ever waned. The only change that
23 occurred is that on August 14, 2007, the NFL finally and unequivocally acted upon
24 its longstanding players by implementing league-wide concussion guidelines.

25 104. Importantly, the NFL themselves acknowledged that the 2007
26 guidelines were inadequate and insufficient. As a result, the NFL enacted more
27 strict regulations to handle concussions starting in the 2009 season. Specifically, the
28 NFL announced new rules on managing concussions requiring players who exhibit

1 any significant concussion signs to be removed from a game or practice and be
2 barred from returning the same day.

3 105. Nevertheless; it was not until June of 2010 that the NFL warned any
4 player of the long-term risks associated with multiple concussions, including
5 dementia, memory loss, CTE and its related symptoms. The Riddell Defendants also
6 failed to so warn active players until approximately the same time frame.

7 106. As of today, the NFL Defendants and the Riddell Defendants have
8 never warned Plaintiff or any retired player of the long-term health effects of
9 concussions.

10 **THE DEFENDANTS' CONDUCT RISES BEYOND MERE NEGLIGENCE**

11 107. The aforementioned acts and omissions of the Defendants demonstrate
12 that the Defendants acted with callous indifference to the rights and duties owed to
13 Plaintiff, all American Rules Football leagues and players and the public at large.

14 108. The Defendants acted wilfully, wantonly, egregiously, with reckless
15 abandon, and with a high degree of moral culpability. Defendants, and each of
16 them, knew that a substantial risk of physical and mental harm to NFL players
17 existed in connection with repeated concussive blows to the head, to wit: the
18 danger of irreversible brain-damage and/or dementia. Defendants, and each of
19 them, consciously, willfully, and deliberately disregarded the safety of others in
20 continually undertaking to establish and promulgate safety rules for the NFL, but
21 failing to address or disclose this substantial risk, as immediately aforesaid, in
22 connection with such rules, and/or continuing to manufacture, sell, and distribute
23 football helmets which they knew would not protect players against this risk.

24 **WILLIAM S. RADEMACHER**

25 109. Plaintiff William S. Rademacher was born on May 13, 1942 in
26 Menominee, Michigan. He lives in East Lansing, Michigan.

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1 118. Plaintiff Matthew L. Monger suffers from multiple past traumatic brain
2 injuries with various symptoms including, but not limited to, sleeplessness.
3 However, he did not know, nor did he have reason to know, of the diagnosis,
4 symptoms, or the reasons therefore until June 2010 or thereafter.

5 **FIRST CAUSE OF ACTION**

6 **NEGLIGENCE- Monopolist**

7 **(As Against the NFL)**

8 119. Plaintiffs incorporate by reference paragraphs 1 through 118 of this
9 Complaint as if fully set forth herein at length.

10 120. The NFL, by and through its monopoly power, has historically had a
11 duty to invoke rules that protect the health and safety of its players, including
12 Plaintiffs, and the public, including but not limited to, a duty to use reasonable care
13 in researching, studying and/or examining the dangers and risks of head injuries
14 and/or concussions to NFL players, to inform and warn their players of such risks
15 and to effectuate reasonable league policies and/or take other reasonable action to
16 minimize the risks of head injuries.

17 121. The NFL affirmatively and voluntarily established the MTBI
18 Committee to examine the dangers and consequences of head injuries to NFL
19 players, to report on its findings, to provide information and guidance from its
20 research and studies concerning concussions to teams and players, and to make
21 recommendations to lessen the risks of concussions. The NFL is responsible for the
22 staffing and conduct of the MTBI Committee.

23 122. As a monopoly, the NFL has a duty to protect the health and safety of
24 its players, as well as the public at large.

25 123. Throughout its history, the NFL has consistently breached its duty to
26 protect the health and safety of its players by failing to enact rules, policies and
27 regulations to best protect its players.

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1 124. The NFL breached its duty to its players, including Plaintiffs, to use
2 ordinary care to protect the physical and mental health of players by failing to
3 implement standardized post-concussion guidelines by failing to enact rules to
4 decrease the risk of concussions during games or practices, and by failing to
5 implement mandatory rules that would prevent a player who suffered a mild
6 traumatic brain injury from re-entering a football game and being placed at further
7 risk of injury.

8 125. Throughout its many years of existence, the NFL, by its own
9 undertakings to act, has repeatedly established its duty to protect the health and
10 safety of its players when known and foreseeable risk exists. Until August 14, 2007,
11 the NFL failed to create and implement league-wide guidelines concerning the
12 treatment and monitoring of players who suffer concussive brain injuries.

13 126. It has been well established since 1928 that repeated blows to the head
14 can lead to CTE, commonly known as “punch drunk syndrome.” Punch Drunk
15 Syndrome has been prevalent in boxers who have repeatedly suffered concussions.

16 127. Despite the fact that other sporting associations exist, such as the
17 National Hockey League and the World Boxing Association, which have decades
18 ago established standardized association-wide concussion management rules, until
19 August 14, 2007, the NFL failed to establish any guidelines or policies to protect
20 the mental health and safety of its players.

21 128. Nonetheless, it took the NFL until June of 2010 to finally acknowledge
22 the long-term risks associated with concussions, including dementia, memory loss,
23 CTE and its related symptoms. At that time, the NFL warned active players of
24 those risks. To date, the NFL has never warned any past players, including
25 Plaintiffs, or the public of the long- term brain injury caused from concussions.

26 129. The NFL’s failure to fulfill its duty to protect its players, the Plaintiffs
27 and the public, include, but are not limited to, the following failures:

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- 1 (a) Failure to use reasonable care in the manner in which it created the
2 MTBI Committee and in the appointment of physicians to head the
3 Committee who were not qualified;
- 4 (b) Failure to use reasonable care in researching, studying and/or examining
5 the risks of head injuries and/or concussions in professional football and
6 in downplaying and in many cases denying both the severity of such
7 injuries and the clear link between concussions and brain damage,
8 thereby breaching its duty to their players, including the Plaintiffs;
- 9 (c) Failure to institute acclimation requirements or procedures to ensure
10 proper acclimation of the NFL players before they participate in
11 practices or games;
- 12 (d) Failure to regulate and monitor practices, games, equipment, and
13 medical care so as to minimize the long-term risks associated with
14 concussive brain injuries suffered by the NFL players, including
15 Plaintiffs;
- 16 (e) Failure to require that an adequate concussive brain injury history be
17 taken of NFL players;
- 18 (f) Failure to ensure accurate diagnosis and recording of concussive brain
19 injury so the condition can be treated in an adequate and timely
20 manner;
- 21 (g) Failure to invoke league-wide guidelines, policies, and procedures
22 regarding the identification and treatment of concussive brain injury;
- 23 (h) Failure to properly inform the public and other American Rules
24 Football leagues and players of the health risks associated with
25 concussive injury;
- 26 (i) Failure to license and approve the best equipment available that will
27 reduce the risk of concussive brain injury; and
- 28 (j) Failure to warn of the harm of repetitive concussion injuries.

1 130. The NFL breached its duty to protect the health and safety of its
2 players by subjecting NFL players to an increased risk of concussive brain injury.

3 131. The NFL failed to provide complete, current, and competent
4 information and directions to NFL athletic trainers, physicians, and coaches
5 regarding concussive brain injuries and its prevention, symptoms, and treatment.

6 132. If the NFL would have taken the necessary steps to oversee and protect
7 the NFL players, including Plaintiffs, by developing and implementing necessary
8 guidelines, policies, and procedures; providing reasonably safe helmets; and
9 educating and training all persons involved with the NFL Teams in the recognition,
10 prevention, and treatment of concussive brain injuries, the NFL players, such as
11 Plaintiffs, would not have suffered from the subject condition or the effects of that
12 condition, would have recovered more rapidly, or would not have suffered
13 long-term brain injuries.

14 133. Under all of the above circumstances, it was foreseeable that the NFL's
15 violating its duties would cause or substantially contribute to the personal injuries
16 suffered by Plaintiffs.

17 134. The NFL committed acts of omission and commission, which
18 collectively and severally, constituted negligence. The NFL's negligence was a
19 proximate and producing cause of the personal injuries and other damages suffered
20 by Plaintiffs.

21 135. As a result of the personal injuries, Plaintiffs are entitled to damages,
22 as alleged herein or allowed by law, from the NFL in an amount reasonably
23 anticipated to exceed the jurisdictional minimum \$25,000.

24 **SECOND CAUSE OF ACTION:**

25 **NEGLIGENCE**

26 **(As Against the NFL)**

27 136. Plaintiffs incorporate by reference paragraphs 1 through 135 of this
28 Complaint as if fully set forth herein at length.

1 137. The NFL has historically assumed an independent tort duty to invoke
2 rules that protect the health and safety of its players, but it has violated Section 323
3 of the Restatement (Second) of Torts as adopted by the Courts in California.

4 138. Throughout the history of the NFL, the NFL organization has
5 consistently exercised its duty to protect the health and safety of its players by
6 implementing rules, policies and regulations in an attempt to best protect its players.

7 139. By enacting rules to protect the health and safety of its players, the
8 NFL has repeatedly confirmed its duty to take reasonable and prudent actions to
9 protect the health and safe of its players when known and foreseeable risks exist.

10 140. The NFL breached its duty to its players, including Plaintiffs, to use
11 ordinary care to protect the physical and mental health of players by implementing
12 standardized post-concussion guidelines and by failing to implement mandatory
13 rules that would prevent a layer who suffered a mild traumatic brain injury from
14 re-entering a football game or practice.

15 141. Throughout the many years that the NFL has repeatedly established its
16 duty to protect the health and safety of its players when known and foreseeable
17 risks exist, until August 14, 2007, the NFL failed to create and implement
18 league-wide guidelines concerning the treatment and monitoring of players who
19 suffer a concussive brain injury during a game.

20 142. It has been well established since 1928 that repeated blows to the head
21 can lead to CTE, commonly known as “punch drunk syndrome.” Punch Drunk
22 Syndrome has been prevalent in boxers who have repeatedly suffered concussions.

23 143. Despite the fact that other sporting associations exist, such as the
24 World Boxing Association, which have decades ago established standardized
25 association-wide concussion management rules, until August 14, 2007, the NFL
26 failed to establish any guidelines or policies to protect the mental health and safety
27 of its players.

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1 144. The NFL's failure to fulfill its assumed duty to protect its players
2 includes but is not limited to the following failures:

- 3 (a) Failure to institute acclimation requirements or procedures to ensure
4 proper acclimation of the NFL players before they participate in
5 practices or games;
- 6 (b) Failure to regulate and monitor practices, games, rules, equipment, and
7 medical care so as to minimize the long-term risks associated with
8 concussive brain injuries suffered by the NFL players, including
9 Plaintiffs;
- 10 (c) Failure to require that an adequate concussive brain injury history be
11 taken of NFL players;
- 12 (d) Failure to ensure accurate diagnosis and recording of concussive brain
13 injury so the condition can be treated in an adequate and timely
14 manner;
- 15 (e) Failure to invoke league-wide guidelines, policies, and procedures
16 regarding the identification and treatment of concussive brain injury,
17 and the return to play insofar as such matters pertain to concussive
18 brain injury; and,
- 19 (f) Failure to license and approve the best equipment available that will
20 reduce the risk of concussive brain injury.

21 145. The NFL breached its assumed duty to protect the health and safety of
22 its players by subjecting NFL players to an increased risk of concussive brain
23 injury.

24 146. The NFL failed to provide complete, current, and competent
25 information and directions to NFL athletic trainers, physicians, and coaches
26 regarding concussive brain injuries and its prevention, symptoms, and treatment.

27 147. If the NFL would have taken the necessary steps to oversee and protect
28 the NFL players, including Plaintiffs, by developing and implementing necessary

1 guidelines, policies, and procedures; providing reasonably safe helmets; and
2 educating and training all persons involved with the NFL Teams in the recognition,
3 prevention, and treatment of concussive brain injuries, the NFL players, such as
4 Plaintiffs, would not have suffered from the subject condition or the effects of that
5 condition, would have recovered more rapidly, or would not have suffered
6 long-term brain damage, dementia, and depression related to dementia and CTE.

7 148. Under all of the above circumstances, it was foreseeable that the NFL's
8 violations of its duties would cause or substantially contribute to the personal
9 injuries suffered by the Plaintiffs.

10 149. The NFL committed acts of omission and commission, which
11 collectively and severally, constituted negligence. The NFL's negligence was a
12 proximate and producing cause of the personal injuries and other damages suffered
13 by Plaintiffs.

14 150. As a result of the personal injuries of Plaintiffs, they are entitled to
15 damages, as alleged herein or allowed by law, from the NFL in an amount
16 reasonably anticipated to exceed the jurisdictional minimum of \$25,000.

17 **THIRD CAUSE OF ACTION:**

18 **FRAUD**

19 **(As Against the NFL)**

20 151. Plaintiffs incorporate by reference paragraphs 1 through 150 of this
21 Complaint as if fully set forth herein at length.

22 152. From 2005 through June of 2010, the NFL made through its "Mild
23 Traumatic Brain Injury Committee" and others, its agents, material
24 misrepresentations to its players, former players, the Congress and the public at
25 large that there was no link between concussions and later life cognitive/brain
26 injury, including CTE and its related symptoms.

27 153. Material misrepresentations were made by members of the NFL's
28 committee on multiple occasions, including but not limited to testimony given at

1 congressional hearings and the "informational" pamphlet which they issued to the
2 players.

3 154. The material misrepresentations include the NFL's remarks that the
4 Plaintiffs were not at an increased risk of head injury if they returned too soon to an
5 NFL game or training session after suffering a head injury.

6 155. Defendant's material misrepresentations also included the NFL's
7 criticism of legitimate scientific studies which illustrated the dangers and risks of
8 head injuries.

9 156. The persons who made the misrepresentations as agents of the NFL
10 and the NFL knew they were false when they were made.

11 157. The persons who made the misrepresentations as agents of the NFL
12 and the NFL intended to defraud, among others, the Plaintiffs in this action.

13 158. The Plaintiffs, among others, justifiably and reasonably relied on these
14 misrepresentations to their detriment in getting care for their injuries.

15 159. Plaintiffs relied on these misrepresentations when playing in the NFL.
16 Had Plaintiffs known the risks to his health, they would not have agreed to
17 jeopardize their health.

18 160. The NFL knew, or should have known, that the Plaintiffs would rely
19 on the NFL's misrepresentations.

20 161. The Plaintiffs, among others, were damaged by these actions. Among
21 other things, they suffered physical injury including, but not limited to, memory and
22 cognitive problems, and multiple economic losses.

23 162. As a result of the personal injuries of Plaintiffs, they are entitled to
24 damages, as alleged herein or allowed by law, from the NFL in an amount
25 reasonably anticipated to exceed the jurisdictional minimum of \$25,000.

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1 179. As a result of the personal injuries of Plaintiffs, they are entitled to
2 damages from NFLP in an amount reasonably anticipated to exceed the
3 jurisdictional minimum of \$25,000.00.

4 **SIXTH CAUSE OF ACTION**

5 **STRICT LIABILITY FOR DESIGN DEFECT**

6 **(As Against Riddell Defendants)**

7 180. Plaintiffs incorporate by reference paragraphs 1 through 179 of this
8 Complaint as if fully set forth herein at length.

9 181. NFL players, including Plaintiffs, wore helmets designed,
10 manufactured, sold, and distributed by the Riddell Defendants when they sustained
11 concussive brain injuries during play in their NFL careers.

12 182. At the time the helmets were designed, manufactured, sold, and
13 distributed by the Riddell Defendants, the helmets were defective in design,
14 unreasonably dangerous, and unsafe for their intended purpose because they did not
15 provide adequate protection against the foreseeable risk of concussive brain injury.
16 The design defect includes; but is not limited to the following:

- 17 (a) Negligently failing to design the subject helmet with a safe means of
18 attenuating and absorbing the foreseeable forces of impact in order to
19 minimize mid/or reduce the forces and energy directed to the player's
20 head;
- 21 (b) Negligently designing the subject helmet with a shock attenuating
22 system which was not safely configured;
- 23 (c) Negligently failing to properly and adequately test the helmet model;
- 24 (d) Other acts of negligence that may be discovered during the course of
25 this matter; and
- 26 (e) Failing to warn Plaintiffs that the helmets would not protect against the
27 long-term health consequences of concussive brain injury.

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1 manufacturing and unreasonably dangerous and unsafe for their intended purpose
2 because they did not provide adequate protection against the foreseeable risk of
3 concussive brain injury. The Riddell Defendants' failure to design the helmets to
4 design and manufacturing specifications resulted in, among other things, the
5 following:

- 6 (a) Negligently failing to manufacture the subject helmet with a safe
7 means of attenuating and absorbing the foreseeable forces of impact in
8 order to minimize and/or reduce the forces and energy directed to the
9 player's head;
- 10 (b) Negligently manufacturing the subject helmet with a shock attenuating
11 system which was not safely configured;
- 12 (c) Negligently failing to properly and adequately inspect and/or test the
13 helmet model;
- 14 (d) Other acts of negligence that may be discovered during the course of
15 this matter; and
- 16 (e) Failure to warn Plaintiffs that its helmets wouldn't protect against
17 concussive brain injury.

18 190. As a direct and proximate result of the Riddell Defendants failure to
19 manufacture a helmet that could attenuate and absorb the foreseeable forces of
20 impact, NFL players, including Plaintiffs, did sustain concussive brain injuries
21 while wearing helmets designed, manufactured, sold and distributed by the Riddell
22 Defendants during their NFL careers.

23 191. The manufacturing defect was a proximate and producing cause of the
24 personal injuries suffered by Plaintiffs and other damages, including but not limited
25 to, economic damages and non-economic damages.

26 192. The Riddell Defendants are strictly liable for manufacturing and
27 placing in the stream of commerce a defective and unreasonably dangerous product
28 which was a proximate and producing cause of the personal injuries and other

1 damages, including but not limited to, economic damages and non-economic
2 damages. A safe alternative design was economically and technologically feasible
3 at the time the product left the control of the Riddell Defendants.

4 193. As a result of the personal injuries of Plaintiffs, they are entitled to
5 damages from Riddell Defendants in an amount reasonably anticipated to exceed
6 the jurisdictional minimum of \$25,000.00.

7 **EIGHTH CAUSE OF ACTION**

8 **FAILURE TO WARN**

9 **(As Against Riddell Defendants)**

10 194. Plaintiffs incorporates by reference paragraphs 1 through 193 of this
11 Complaint as if fully set forth herein at length.

12 195. The Riddell Defendants knew or should have known of the substantial
13 dangers involved in the reasonable and foreseeable use of their helmets.

14 196. The Riddell Defendants failed to provide necessary and adequate
15 safety and instructional materials and warnings of the risk and means available to
16 reduce and/or minimize the risk of concussive brain injuries while playing football.

17 197. The Riddell Defendants failed to provide necessary and adequate
18 information, warnings, and/or instructional materials regarding the fact that other
19 model helmets provided greater shock attenuation from blows to the head area.

20 198. The Riddell Defendants knew that these substantial dangers were not
21 readily cognizable to an ordinary consumer or user and that such person would use
22 these products without inspection for defects.

23 199. Plaintiffs neither knew, nor had reason to know of the existence of the
24 aforementioned defects, or increased risks of harm.

25 200. Plaintiffs' damages were the legal and proximate result of the actions
26 of the Riddell Defendants who owed a duty to warn Plaintiffs of the risks of
27 substantial harm associated with the foreseeable use of their products.

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JURY DEMAND

214. Plaintiff demands a trial by jury.

DATED: May 2, 2012

ROSE, KLEIN & MARIAS LLP

By:



DAVID A. ROSEN
KEVIN P. SMITH
Attorneys for Plaintiff

**SUMMONS ON FIRST AMENDED COMPLAINT
(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

NATIONAL FOOTBALL LEAGUE; NFL PROPERTIES LLC; RIDDELL, INC. d.b.a.RIDDELL SPORTS GROUP, INC., ALL AMERICAN SPORTS CORPORATION, d.b.a. RIDDELL/ALL AMERICAN; RIDDELL SPORTS GROUP, INC.; EASTON-BELL SPORTS, INC.; EASTON-BELL SPORTS, LLC; EB SPORTS CORP.; and RBG HOLDINGS CORP.; and DOES 1 through 10, inclusive,

**FOR COURT USE ONLY
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ORIGINAL FILED
Northwest District

LOS ANGELES
SUPERIOR COURT

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
WILLIAM S. RADEMACHER, and MATTHEW L. MONGER

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte puede desechar el caso.

The name and address of the court is: Los Angeles County Superior Court
(El nombre y dirección de la corte es):

Northwest District - Van Nuys Courthouse East
6230 Sylmar Avenue, Van Nuys, CA 91401

CASE NUMBER:
(Número del Caso):
LC096597

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

David A. Rosen, Esq. (SBN 101287) (213) 626-0571 (213) 623-7755 - FAX
801 South Grand Avenue, 11th Floor, Los Angeles, CA 90017

DATE: _____ Clerk, by _____, Deputy
(Fecha) _____ (Secretario) _____ (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

NOTICE TO THE PERSON SERVED: You are served

[SEAL]

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): NATIONAL FOOTBALL LEAGUE
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

**SUMMONS ON FIRST AMENDED COMPLAINT
(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

NATIONAL FOOTBALL LEAGUE; NFL PROPERTIES LLC; RIDDELL, INC. d.b.a. RIDDELL SPORTS GROUP, INC., ALL AMERICAN SPORTS CORPORATION, d.b.a. RIDDELL/ALL AMERICAN; RIDDELL SPORTS GROUP, INC.; EASTON-BELL SPORTS, INC.; EASTON-BELL SPORTS, LLC; EB SPORTS CORP.; and RBG HOLDINGS CORP.; and DOES 1 through 10, Inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

WILLIAM S. RADEMACHER, and MATTHEW L. MONGER

**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**

ORIGINAL FILED
Northwest District

MAY 10 2012
LOS ANGELES
SUPERIOR COURT

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte puede desechar el caso.

The name and address of the court is: **Los Angeles County Superior Court**
(El nombre y dirección de la corte es):
Northwest District - Van Nuys Courthouse East
6230 Sylmar Avenue, Van Nuys, CA 91401

CASE NUMBER:
(Número del Caso):
LC096597

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

David A. Rosen, Esq. (SBN 101287) (213) 626-0571 (213) 623-7755 - FAX
801 South Grand Avenue, 11th Floor, Los Angeles, CA 90017

DATE: _____ Clerk, by _____, Deputy
(Fecha) _____ (Secretario) _____ (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.

2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify): **NFL PROPERTIES LLC**
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):

4. by personal delivery on (date):

1 ROSE, KLEIN & MARIAS LLP
DAVID A. ROSEN (State Bar No. 101287)
2 D.Rosen@rkmlaw.net
KEVIN P. SMITH (State Bar No. 252580)
3 K.Smith@rkmlaw.net
801 S. Grand Avenue
4 11th Floor
Los Angeles, California 90017-4645
5 (213) 626-0571
(213) 623-7755 Fax
6 Attorneys for Plaintiffs

FILED
LOS ANGELES SUPERIOR COURT
MAY 16 2012
JOHN A. CLARKE, CLERK
BY N. WHITRIGHT, DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

11 WILLIAM S. RADEMACHER, and
MATTHEW L. MONGER,
12
13 Plaintiffs,

) CASE NO. LC096597
)
) Hon. Frank J. Johnson
) Dept. NWB

14 v.

) Action Filed: March 9, 2012

15 NATIONAL FOOTBALL LEAGUE; NFL
PROPERTIES LLC; RIDDELL, INC.
16 d.b.a.RIDDELL SPORTS GROUP, INC., ALL
AMERICAN SPORTS CORPORATION, d.b.a.)
17 RIDDELL/ALL AMERICAN; RIDDELL
SPORTS GROUP, INC. EASTON-BELL
SPORTS, INC.; EASTON-BELL SPORTS,
18 LLC; EB SPORTS CORP.; and RBG
HOLDINGS CORP.; and DOES 1 through 10,
19 Inclusive,
20 Defendants.

) PROOF OF SERVICE OF SUMMONS AND
) FIRST AMENDED COMPLAINT [Re: NFL
) DEFENDANTS]

28 ORIGINAL

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David A. Rosen, Esq. [sbn 101287] ROSE, KLEIN & MARIAS 601 South Grand Avenue, 11th Floor Los Angeles, CA 90017</p> <p>TELEPHONE NO.: 213/626-0571 FAX NO. (Optional): 213/623-7755 E-MAIL ADDRESS (Optional): d.rosen@rkmlaw.net ATTORNEY FOR (Name): Plaintiffs</p>	<p>FOR COURT USE ONLY</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 6230 Sylmar Avenue MAILING ADDRESS: CITY AND ZIP CODE: Van Nuys, CA 91401 BRANCH NAME: NORTHWEST DISTRICT</p>	
<p>PLAINTIFF/PETITIONER: WILLIAM S. RADEMACHER and MATTHEW L. MONGER</p> <p>DEFENDANT/RESPONDENT: NATIONAL FOOTBALL LEAGUE; NFL PROPERTIES LLC, RIDDELL, INC. d.b.a. RIDDELL SPORTS GROUP, INC.; et al.</p>	
<p>NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL</p>	<p>CASE NUMBER: LC096597</p>

John M. Rappaport, Esq., MUNGER, TOLLES & OLSON, LLP

TO (insert name of party being served): on behalf of NATIONAL FOOTBALL LEAGUE

NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: May 11, 2012

David A. Rosen

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of (to be completed by sender before mailing):

- A copy of the summons and of the complaint. First Amended
- Other: (specify): Notice of Case Reassignment and of Order for Plaintiff to Give Notice; Notice of Status Conference/OSC Re Dismissal and Case Management Conference; Law & Motion E-Mail Program; Alternative Dispute Resolution (ADR) Information Package; Voluntary Efficient Litigation Stipulations and related documents.

(To be completed by recipient):

Date this form is signed: 5/11/12

John M. Rappaport, National Football League

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED)

John M. Rappaport Esq. Munger, Tolles & Olson LLP

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) ss.

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 801 South. Grand Avenue, Eleventh
5 Floor, Los Angeles, California 90017-4645.

6 On May 15, 2012, I served the foregoing document described as PROOF OF SERVICE OF
7 SUMMONS AND FIRST AMENDED COMPLAINT [Re: NFL DEFENDANTS] on all
8 interested parties in this action by placing

9 a true copy
10 the original

11 thereof enclosed in sealed envelopes addressed as follows on the attached list:

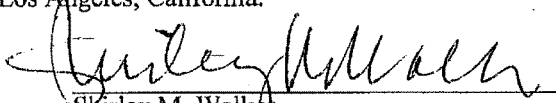
12 (BY MAIL, 1013a, 2015.5 C.C.P.)
13 I am readily familiar with the firm's practice for collection and processing correspondence
14 for mailing. Under that practice, this document will be deposited with the U.S. Postal
15 Service on this date with postage thereon fully prepaid at Los Angeles, California in the
16 ordinary course of business. I am aware that on motion of the party served, service is
17 presumed invalid if postal cancellation date or postage meter date is more than one day
18 after date of deposit for mailing in affidavit.

19 (BY PERSONAL DELIVERY)
20 I personally caused to be served such sealed envelope(s) by hand to the offices
21 of the addressee(s).

22 (COURT'S CM/ECF SYTEM) Pursuant to Local Rule, I electronically filed the documents
23 with the Clerk of the Court using the CM/ECF system, which sent notification of that
24 filing to the interested parties listed below.

25 (STATE)
26 I declare under penalty of perjury under the laws of the State of California that the
27 above is true and correct.

28 Executed on May 15, 2012, at Los Angeles, California.


Shirley M. Walker

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SERVICE LIST

WILLIAM S. RADEMACHER, and MATTHEW L. MONGER vs. NATIONAL FOOTBALL LEAGUE; NFL PROPERTIES LLC; RIDDELL, et al. vs. NFL, et al
LASC - NW - CASE NO. LC096597

MUNGER, TOLLES & OLSON LLP
Ronald L. Olson, Esq. (SBN 44597)
ron.olson@mto.com
John M. Rappaport, Esq. (SBN 254459)
john.rappaport@mto.com
John W. Spiegel, Esq. (SBN78935)
John.Spiegel@mto.com
355 South Grand Avenue
35th Floor
Los Angeles, A 900071-1560
(213) 683-9100
(213) 687-3702 - Fax

Attorneys for Defendants:
NATIONAL FOOTBALL LEAGUE and NFL PROPERTIES LLC

6119

1 ROSE, KLEIN & MARIAS LLP
 2 DAVID A. ROSEN (State Bar No. 101287)
 D.Rosen@rkmlaw.net
 3 KEVIN P. SMITH (State Bar No. 252580)
 K.Smith@rkmlaw.net
 4 801 S. Grand Avenue
 11th Floor
 Los Angeles, California 90017-4645
 5 (213) 626-0571
 (213) 623-7755 Fax
 6 Attorneys for Plaintiffs

FILED
 LOS ANGELES SUPERIOR COURT
 MAY 25 2012
 John A. Clarke, Clerk
 By Kim Garrison, Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **COUNTY OF LOS ANGELES**

11	WILLIAM S. RADEMACHER, and	)	CASE NO. LC096597
12	MATTHEW L. MONGER,	)	Hon. Frank J. Johnson
13	Plaintiffs,	)	Dept. NWB
14	v.	)	Action Filed: March 9, 2012
15	NATIONAL FOOTBALL LEAGUE; NFL	)	PROOF OF SERVICE OF SUMMONS AND
16	PROPERTIES LLC; RIDDELL, INC.	)	FIRST AMENDED COMPLAINT [re:
17	d.b.a.RIDDELL SPORTS GROUP, INC., ALL	)	RIDDELL Defendants]
18	AMERICAN SPORTS CORPORATION, d.b.a.	)	(1) Riddell, Inc. d.b.a. Riddell Sports Group,
19	RIDDELL/ALL AMERICAN; RIDDELL	)	Inc.;
20	SPORTS GROUP, INC. EASTON-BELL	)	(2) Riddell Sports Group, Inc.;
21	SPORTS, INC.; EASTON-BELL SPORTS,	)	(3) Easton-Bell Sports, Inc.;
22	LLC; EB SPORTS CORP.; and RBG	)	(4) All American Sports Corporation, d.b.a.
23	HOLDINGS CORP.; and DOES 1 through 10,	)	Riddell/all American;
24	Inclusive,	)	(5) Easton-Bell Sports, Inc.;
25	Defendants.	)	(6) Easton-Bell Sports, LLC;
26		)	(7) EB Sports Corp.;
27		)	(8) RBG Holdings Corp.;
28)	

ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address) DAVID A. ROSEN | SBN: 101287 ROSE, KLEIN & MARIAS, LLP 801 S. Grand Ave., 11th Fl. Los Angeles, CA 90017 TELEPHONE NO.: (213) 626-0571 | FAX NO. (213) 623-7755 | E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff.	FOR COURT USE ONLY
LOS ANGELES COUNTY SUPERIOR COURT STREET ADDRESS: 14400 ERWIN ST. MALL MAILING ADDRESS: CITY AND ZIP CODE: VAN NUYS, CA 91401-2705 BRANCH NAME: VAN NUYS	
PLAINTIFF/PETITIONER: WILLIAM S. RADEMACHER, ET AL. DEFENDANT/RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	CASE NUMBER: LC096597
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 01-107329-01

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): **SUMMONS ON FIRST AMENDED COMPLAINT; FIRST AMENDED COMPLAINT; NOTICE OF CASE REASSIGNMENT AND OF ORDER FOR PLAINTIFF TO GIVE NOTICE; NOTICE OF STATUS CONFERENCE/OSC RE DISMISSAL AND CASE MANAGEMENT CONFERENCE LAW & MOTION E-MAIL PROGRAM; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET; VOLUNTARY EFFICIENT LITIGATION STIPULATIONS**
3. a. Party served (specify name of party as shown on documents served):
RIDDELL, INC. D.B.A. RIDDELL SPORTS GROUP, INC.
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Deanna Dillon, Operation Specialist - at Illinois Corp Service Co.
4. Address where the party was served: **801 ADLAI STEVENSON DRIVE
 SPRINGFIELD, IL 62703**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **05/16/2012** (2) at (time): **03:00 pm**
 - b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: WILLIAM S. RADEMACHER, et al.	CASE NUMBER:
RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	LC096597

- c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. by other means (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): **RIDDELL, INC. D.B.A. RIDDELL SPORTS GROUP, INC.**
under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input checked="" type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **KEAGAN CLUTTER C/O Nationwide Legal, LLC (6771)**
- b. Address: **1609 James M. Wood Blvd., 2nd Fl Los Angeles, CA 90015**
- c. Telephone number: **(213) 249-9999**
- d. The fee for service was:
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

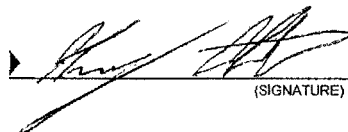
Date: 05/18/2012

NATIONWIDE
LEGAL

Nationwide Legal, LLC (6771)
1609 James M. Wood Blvd., 2nd Fl
Los Angeles, CA 90015
(213) 249-9999
www.nationwideasap.com

KEAGAN CLUTTER

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, Number, and address) DAVID A. ROSEN | SBN: 101287 ROSE, KLEIN & MARIAS, LLP 801 S. Grand Ave., 11th Fl. Los Angeles, CA 90017 TELEPHONE NO.: (213) 626-0571 | FAX NO. (213) 623-7756 | E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff.	FOR COURT USE ONLY
LOS ANGELES COUNTY SUPERIOR COURT STREET ADDRESS: 14400 ERWIN ST. MALL MAILING ADDRESS: CITY AND ZIP CODE: VAN NUYS, CA 91401-2705 BRANCH NAME: VAN NUYS	
PLAINTIFF/PETITIONER: WILLIAM S. RADEMACHER, ET AL. DEFENDANT/RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	CASE NUMBER: LC096597
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 01-107329-01

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): **SUMMONS ON FIRST AMENDED COMPLAINT; FIRST AMENDED COMPLAINT; NOTICE OF CASE REASSIGNMENT AND OF ORDER FOR PLAINTIFF TO GIVE NOTICE; NOTICE OF: STATUS CONFERENCE/OSC RE DISMISSAL AND CASE MANAGEMENT CONFERENCE LAW & MOTION E-MAIL PROGRAM; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET; VOLUNTARY EFFICIENT LITIGATION STIPULATIONS**
3. a. Party served (specify name of party as shown on documents served):
RIDDELL SPORTS GROUP, INC.
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Deanna Dillon, Operation Specialist - at Illinois Corp Service Co.
4. Address where the party was served: **801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL 62703**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **05/16/2012** (2) at (time): **03:01 pm**
 - b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: WILLIAM S. RADEMACHER, (..	CASE NUMBER:
RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	LC096597

- c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. by other means (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): **RIDDELL SPORTS GROUP, INC.**

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input checked="" type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **KEAGAN CLUTTER C/O Nationwide Legal, LLC (6771)**
- b. Address: **1609 James M. Wood Blvd., 2nd Fl Los Angeles, CA 90015**
- c. Telephone number: **(213) 249-9999**
- d. The fee for service was:
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

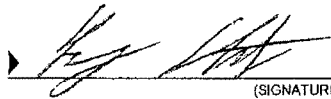
Date: **05/18/2012**

NATIONWIDE
LEGAL

Nationwide Legal, LLC (6771)
1609 James M. Wood Blvd., 2nd Fl
Los Angeles, CA 90015
(213) 249-9999
www.nationwideasap.com

KEAGAN CLUTTER

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, P... mber, and address) DAVID A. ROSEN | SBN: 101287 ROSE, KLEIN & MARIAS, LLP 801 S. Grand Ave., 11th Fl. Los Angeles, CA 90017 TELEPHONE NO.: (213) 626-0671 | FAX NO. (213) 823-7755 | E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
LOS ANGELES COUNTY SUPERIOR COURT STREET ADDRESS: 14400 ERWIN ST. MALL MAILING ADDRESS: CITY AND ZIP CODE: VAN NUYS, CA 91401-2705 BRANCH NAME: VAN NUYS	
PLAINTIFF/PETITIONER: WILLIAM S. RADEMACHER, ET AL. DEFENDANT/RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	CASE NUMBER: LC096597
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 01-107329-01

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): **SUMMONS ON FIRST AMENDED COMPLAINT; FIRST AMENDED COMPLAINT; NOTICE OF CASE REASSIGNMENT AND OF ORDER FOR PLAINTIFF TO GIVE NOTICE; NOTICE OF STATUS CONFERENCE/OSC RE DISMISSAL AND CASE MANAGEMENT CONFERENCE LAW & MOTION E-MAIL PROGRAM;; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET; VOLUNTARY EFFICIENT LITIGATION STIPULATIONS**
3. a. Party served (specify name of party as shown on documents served):
EASTON-BELL SPORTS, INC.
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
BECKY DEGEORGE, PROCESS SPECIALIST/AUTHORIZED TO ACCEPT SERVICE - CSC LAWYERS
4. Address where the party was served: **2710 GATEWAY OAKS DR., # 150 N SACRAMENTO, CA 95833**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **05/11/2012** (2) at (time): **03:50 pm**
 - b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: WILLIAM S. RADEMACHER, L.

RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.

CASE NUMBER:

LC096597

- c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. by other means (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): **EASTON-BELL SPORTS, INC.**

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input checked="" type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **PETER GENTILE C/O Nationwide Legal, LLC (6771)**
- b. Address: **1609 James M. Wood Blvd., 2nd Fl Los Angeles, CA 90015**
- c. Telephone number: **(213) 249-9999**
- d. The fee for service was:
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.: **2010-50**
- (iii) County: **SACRAMENTO**

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **05/17/2012**

NATIONWIDE
LEGAL

Nationwide Legal, LLC (6771)
1609 James M. Wood Blvd., 2nd Fl
Los Angeles, CA 90015
(213) 249-9999
www.nationwidesap.com

PETER GENTILE

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State member, and address) DAVID A. ROSEN | SBN: 101287 ROSE, KLEIN & MARIAS, LLP 801 S. Grand Ave., 11th Fl. Los Angeles, CA 90017 TELEPHONE NO.: (213) 626-0571 | FAX NO. (213) 623-7755 | E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
LOS ANGELES COUNTY SUPERIOR COURT STREET ADDRESS: 14400 ERWIN ST. MALL MAILING ADDRESS: CITY AND ZIP CODE: VAN NUYS, CA 91401-2705 BRANCH NAME: VAN NUYS	
PLAINTIFF/PETITIONER: WILLIAM S. RADEMACHER, ET AL. DEFENDANT/RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	CASE NUMBER: LC096597
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 01-107329-01

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): **SUMMONS ON FIRST AMENDED COMPLAINT; FIRST AMENDED COMPLAINT; NOTICE OF CASE REASSIGNMENT AND OF ORDER FOR PLAINTIFF TO GIVE NOTICE; NOTICE OF STATUS CONFERENCE/OSC RE DISMISSAL AND CASE MANAGEMENT CONFERENCE LAW & MOTION E-MAIL PROGRAM; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET; VOLUNTARY EFFICIENT LITIGATION STIPULATIONS**
3. a. Party served (specify name of party as shown on documents served):
ALL AMERICAN SPORTS CORPORATION, D.B.A. RIDDELL/ALL AMERICAN
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Paul Matthews, Agent for service of process - at Corporation Service Company
4. Address where the party was served: **2711 CENTERVILLE ROAD, # 400 WILMINGTON, DE 19808**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **05/16/2012** (2) at (time): **03:00 pm**
 - b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: WILLIAM S. RADEMACHER, L.	CASE NUMBER:
RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	LC096597

- c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. by other means (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): **ALL AMERICAN SPORTS CORPORATION, D.B.A. RIDDELL/ALL AMERICAN**
under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.80 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input checked="" type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **KEVIN S. DUNN C/O Nationwide Legal, LLC (6771)**
- b. Address: **1609 James M. Wood Blvd., 2nd Fl Los Angeles, CA 90015**
- c. Telephone number: **(213) 249-9999**
- d. The fee for service was:
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

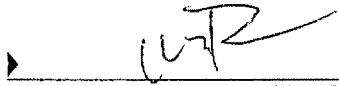
Date: **05/18/2012**

NATIONWIDE
LEGAL

Nationwide Legal, LLC (6771)
1609 James M. Wood Blvd., 2nd Fl
Los Angeles, CA 90015
(213) 249-9999
www.nationwideasap.com

KEVIN S. DUNN

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address) DAVID A. ROSEN | SBN: 101287 ROSE, KLEIN & MARIAS, LLP 801 S. Grand Ave., 11th Fl. Los Angeles, CA 90017 TELEPHONE NO.: (213) 626-0671 | FAX NO. (213) 623-7755 | E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
LOS ANGELES COUNTY SUPERIOR COURT STREET ADDRESS: 14400 ERWIN ST. MALL MAILING ADDRESS: CITY AND ZIP CODE: VAN NUYS, CA 91401-2705 BRANCH NAME: VAN NUYS	
PLAINTIFF/PETITIONER: WILLIAM S. RADEMACHER, ET AL. DEFENDANT/RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	CASE NUMBER: LC096597
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 01-107329-01

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): **SUMMONS ON FIRST AMENDED COMPLAINT; FIRST AMENDED COMPLAINT; NOTICE OF CASE REASSIGNMENT AND OF ORDER FOR PLAINTIFF TO GIVE NOTICE; NOTICE OF STATUS CONFERENCE/OSC RE DISMISSAL AND CASE MANAGEMENT CONFERENCE LAW & MOTION E-MAIL PROGRAM; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET; VOLUNTARY EFFICIENT LITIGATION STIPULATIONS**
3. a. Party served (specify name of party as shown on documents served):
EASTON-BELL SPORTS, LLC
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Paul Matthews, Agent for service of process - at Corporation Service Company
4. Address where the party was served: **2711 CENTERVILLE ROAD, # 400
WILMINGTON, DE 19808**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **05/16/2012** (2) at (time): **03:00 pm**
 - b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: WILLIAM S. RADEMACHER, ...	CASE NUMBER: LC096597
RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	

- c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. by other means (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): **EASTON-BELL SPORTS, LLC**
under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input checked="" type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **KEVIN S. DUNN C/O Nationwide Legal, LLC (6771)**
- b. Address: **1609 James M. Wood Blvd., 2nd Fl Los Angeles, CA 90015**
- c. Telephone number: **(213) 249-9999**
- d. The fee for service was:
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

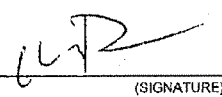
9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **05/18/2012**

NATIONWIDE LEGAL
Nationwide Legal, LLC (6771)
1609 James M. Wood Blvd., 2nd Fl
Los Angeles, CA 90015
(213) 249-9999
www.nationwideasap.com

KEVIN S. DUNN

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, Number, and address) DAVID A. ROSEN | SBN: 101287 ROSE, KLEIN & MARIAS, LLP 801 S. Grand Ave., 11th Fl. Los Angeles, CA 90017 TELEPHONE NO.: (213) 626-0571 | FAX NO. (213) 623-7755 | E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff.	FOR COURT USE ONLY CASE NUMBER: LC096597 Ref. No. or File No.: 01-107329-01
LOS ANGELES COUNTY SUPERIOR COURT STREET ADDRESS: 14400 ERWIN ST. MALL MAILING ADDRESS: CITY AND ZIP CODE: VAN NUYS, CA 91401-2705 BRANCH NAME: VAN NUYS	
PLAINTIFF/PETITIONER: WILLIAM S. RADEMACHER, ET AL. DEFENDANT/RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	Ref. No. or File No.: 01-107329-01
PROOF OF SERVICE OF SUMMONS	

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): **SUMMONS ON FIRST AMENDED COMPLAINT; FIRST AMENDED COMPLAINT; NOTICE OF CASE REASSIGNMENT AND OF ORDER FOR PLAINTIFF TO GIVE NOTICE; NOTICE OF STATUS CONFERENCE/OSC RE DISMISSAL AND CASE MANAGEMENT CONFERENCE LAW & MOTION E-MAIL PROGRAM; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET; VOLUNTARY EFFICIENT LITIGATION STIPULATIONS**
3. a. Party served (specify name of party as shown on documents served):
EB SPORTS CORP.
- b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Paul Matthews, Agent for service of process - at Corporation Service Company
4. Address where the party was served: **2711 CENTERVILLE ROAD, # 400
WILMINGTON, DE 19808**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **05/16/2012** (2) at (time): **03:00 pm**
 - b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: WILLIAM S. RADEMACHER, L.	CASE NUMBER:
RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	LC096597

- c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. by other means (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): **EB SPORTS CORP.**
under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input checked="" type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **KEVIN S. DUNN C/O Nationwide Legal, LLC (6771)**
- b. Address: **1609 James M. Wood Blvd., 2nd Fl Los Angeles, CA 90015**
- c. Telephone number: **(213) 249-9999**
- d. The fee for service was:
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 05/18/2012



Nationwide Legal, LLC (6771)
1609 James M. Wood Blvd., 2nd Fl
Los Angeles, CA 90015
(213) 249-9999
www.nationwidesasap.com

KEVIN S. DUNN

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address) DAVID A. ROSEN | SBN: 101287 ROSE, KLEIN & MARIAS, LLP 801 S. Grand Ave., 11th Fl. Los Angeles, CA 90017 TELEPHONE NO.: (213) 626-0571 | FAX NO. (213) 623-7755 | E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
LOS ANGELES COUNTY SUPERIOR COURT STREET ADDRESS: 14400 ERWIN ST. MALL MAILING ADDRESS: CITY AND ZIP CODE: VAN NUYS, CA 91401-2705 BRANCH NAME: VAN NUYS	
PLAINTIFF/PETITIONER: WILLIAM S. RADEMACHER, ET AL. DEFENDANT/RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	CASE NUMBER: LC096597
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 01-107329-01

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): **SUMMONS ON FIRST AMENDED COMPLAINT; FIRST AMENDED COMPLAINT; NOTICE OF CASE REASSIGNMENT AND OF ORDER FOR PLAINTIFF TO GIVE NOTICE; NOTICE OF STATUS CONFERENCE/OSC RE DISMISSAL AND CASE MANAGEMENT CONFERENCE LAW & MOTION E-MAIL PROGRAM; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET; VOLUNTARY EFFICIENT LITIGATION STIPULATIONS**
3. a. Party served (specify name of party as shown on documents served):
RBG HOLDINGS CORP.
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Paul Matthews, Agent for service of process - at Corporation Service Company
4. Address where the party was served: **2711 CENTERVILLE ROAD, # 400 WILMINGTON, DE 19808**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **05/16/2012** (2) at (time): **03:00 pm**
 - b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 - (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a declaration of diligence stating actions taken first to attempt personal service.

PETITIONER: WILLIAM S. RADEMACHER, L.	CASE NUMBER:
RESPONDENT: NATIONAL FOOTBALL LEAGUE, ET AL.	LC096597

- c. by mail and acknowledgment of receipt of service, I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. by other means (specify means of service and authorizing code section):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify):
- c. as occupant.
- d. On behalf of (specify): **RBG HOLDINGS CORP.**
under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input checked="" type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **KEVIN S. DUNN C/O Nationwide Legal, LLC (6771)**
- b. Address: **1609 James M. Wood Blvd., 2nd Fl Los Angeles, CA 90015**
- c. Telephone number: **(213) 249-9999**
- d. The fee for service was:
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

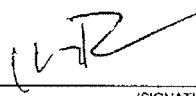
Date: **05/18/2012**

NATIONWIDE
LEGAL

Nationwide Legal, LLC (6771)
1609 James M. Wood Blvd., 2nd Fl
Los Angeles, CA 90015
(213) 249-9999
www.nationwideasap.com

KEVIN S. DUNN

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) ss.

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 801 South. Grand Avenue, Eleventh
5 Floor, Los Angeles, California 90017-4645.

6 On May 24, 2012, I served the foregoing document described as PROOF OF SERVICE OF
7 SUMMONS AND FIRST AMENDED COMPLAINT [Re: RIDDELL DEFENDANTS] on all
8 interested parties in this action by placing

9 a true copy
10 the original

11 thereof enclosed in sealed envelopes addressed as follows on the attached list:

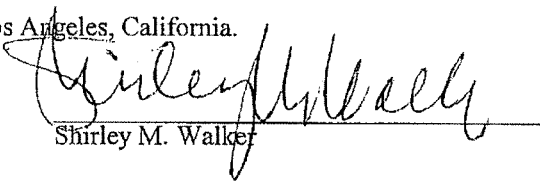
12 (BY MAIL, 1013a, 2015.5 C.C.P.)
13 I am readily familiar with the firm's practice for collection and processing correspondence
14 for mailing. Under that practice, this document will be deposited with the U.S. Postal
15 Service on this date with postage thereon fully prepaid at Los Angeles, California in the
16 ordinary course of business. I am aware that on motion of the party served, service is
17 presumed invalid if postal cancellation date or postage meter date is more than one day
18 after date of deposit for mailing in affidavit.

19 (BY PERSONAL DELIVERY)
20 I personally caused to be served such sealed envelope(s) by hand to the offices
21 of the addressee(s).

22 (COURT'S CM/ECF SYTEM) Pursuant to Local Rule, I electronically filed the documents
23 with the Clerk of the Court using the CM/ECF system, which sent notification of that
24 filing to the interested parties listed below.

25 (STATE)
26 I declare under penalty of perjury under the laws of the State of California that the
27 above is true and correct.

28 Executed on May 24, 2012 at Los Angeles, California.


Shirley M. Walker

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SERVICE LIST

WILLIAM S. RADEMACHER, and MATTHEW L. MONGER vs. NATIONAL FOOTBALL LEAGUE; NFL PROPERTIES LLC; RIDDELL, et al. vs. NFL, et al
LASC - NW - CASE NO. LC096597

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Attorneys for Defendants:
NATIONAL FOOTBALL LEAGUE and NFL PROPERTIES LLC