

UNITED STATES DISTRICT COURT
EASTER DISTRICT OF TEXAS
MARSHALL DIVISION

**TERRY GLYNN REID and SUSANNE
HAMILTON REID, Individually and as
Next Friends of COOPER DANIEL REID,
an Incapacitated Person,**

Civil Action No.: 2:24-cv-00731

Plaintiffs,

v.

**RIDDELL, INC., RIDDELL SPORTS
GROUP, INC., ALL AMERICAN SPORTS
CORPORATION, and BRG SPORTS, INC.,**

TRIAL BY JURY REQUESTED

Defendants.

§
§
§
§
§
§
§
§
§
§
§
§
§

PLAINITFFS’ ORIGINAL COMPLAINT AND JURY DEMAND

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Terry Glynn Reid and Susanne Hamilton Reid, individually and as next friends of Cooper Daniel Reid, an incapacitated person (“Plaintiffs”), and file this Original Complaint complaining of Riddell, Inc., Riddell Sports Group, Inc., All American Sports Corporation, and BRG Sports, Inc. and for cause of action would respectfully show this Honorable Court the following:

**I.
PARTIES**

1. Plaintiff Terry Glynn Reid, individually and as next friend of his son Cooper Daniel Reid, an incapacitated person, is a citizen and resident of Texas.

2. Plaintiff Susanne Hamilton Reid, individually and as next friend of her son Cooper Daniel Reid, an incapacitated person, is a citizen and resident of Texas. Plaintiff Susanne Hamilton

Reid has made an application to be appointed the guardian of the person and estate of her son, Cooper Daniel Reid, an incapacitated person.

3. Plaintiff Cooper Daniel Reid, an incapacitated person, is a citizen and resident of Texas.

4. Defendant Riddell, Inc. is an Illinois corporation which is authorized to do and is doing business in the State of Texas and may be served through its registered agent for service in the State of Texas, or on the person designated by law to accept such service: Corporation Creations Network Inc., 5444 Westheimer #1000, Suite 620, Houston, Texas 77056.

5. Defendant Riddell Sports Group, Inc. is a Delaware corporation with its principal place of business in Illinois. At all relevant times, Defendant Riddell Sports Group, Inc. engaged in business in the State of Texas within the meaning of §17.042 of the Texas Civil Practice and Remedies Code. Based upon information and belief, Defendant Riddell Sports Group, Inc. designed, manufactured, marketed, and/or supplied the Riddell SpeedFlex Helmet in question that was placed into the stream of commerce and was sold for use in the state of Texas, and as a result of design defects a tort was committed in the state of Texas. Defendant Riddell Sports Group, Inc. does not maintain a regular place of business in the State of Texas and has no designated agent for service of process. Therefore, service of process may be accomplished pursuant to Fed. R. Civ. P. 4(e)(1), 4(h)(1)(A), and Tex. Civ. Prac. & Rem. Code 17.044, by serving duplicate copies of process upon the Texas Secretary of State as follows: The Secretary of the State of Texas, P. O. Box 12887, Austin, Texas 78711-2887. The Secretary of State will then immediately mail a copy of the process by registered or certified mail, return receipt requested to the President/Chief Executive Officer or officer or agent for service of Defendant Riddell Sports Group, Inc. at its home office address: 9801 W. Higgins Road, Rosemont, Illinois 60018-4704 or, alternatively,

service may be accomplished by serving its registered agent for service, or on the person designated by law to accept such service: Corporation Creations Network Inc., 1521 Concord Pike, Suite 201, Wilmington, Delaware 19803.

6. Defendant All American Sports Corporation is a Delaware corporation which is authorized to do and is doing business in the State of Texas and may be served through its registered agent for service in the State of Texas, or on the person designated by law to accept such service: Corporation Creations Network Inc., 5444 Westheimer #1000, Suite 620, Houston, Texas. 77056.

7. Defendant BRG Sports, Inc. is a Delaware corporation with its principal place of business in Illinois. At all relevant times, Defendant BRG Sports, Inc. engaged in business in the State of Texas within the meaning of §17.042 of the Texas Civil Practice and Remedies Code. Based upon information and belief, Defendant BRG Sports, Inc. designed, manufactured, marketed, and/or supplied the Riddell SpeedFlex Helmet in question that was placed into the stream of commerce and was sold for use in the state of Texas, and as a result of design defects a tort was committed in the state of Texas. Defendant BRG Sports, Inc. does not maintain a regular place of business in the State of Texas and has no designated agent for service of process. Therefore, service of process may be accomplished pursuant to Fed. R. Civ. P. 4(e)(1), 4(h)(1)(A), and Tex. Civ. Prac. & Rem. Code 17.044, by serving duplicate copies of process upon the Texas Secretary of State as follows: The Secretary of the State of Texas, P. O. Box 12887, Austin, Texas 78711-2887. The Secretary of State will then immediately mail a copy of the process by registered or certified mail, return receipt requested to the President/Chief Executive Officer or officer or agent for service of Defendant Riddell Sports Group, Inc. at its home office address: 1700 E. Higgins Road, Suite 500, Des Plaines, Illinois 60018-3800 or, alternatively, service may be

accomplished by serving its registered agent for service, or on the person designated by law to accept such service: Corporation Creations Network Inc., 1521 Concord Pike, Suite 201, Wilmington, Delaware 19803.

8. Hereinafter, Defendants Riddell, Inc., Riddell Sports Group, Inc., All American Sports Corporation, and BRG Sports, Inc. will be referred to collectively as “Riddell” and/or “Defendants.”

II. JURISDICTION AND VENUE

9. This Court has jurisdiction over this case under 28 U.S.C. § 1332. There is a complete diversity of parties and the amount in controversy is over \$75,000.00, excluding interest and cost.

10. Plaintiffs are citizens of Texas.

11. Defendants are citizens of Delaware and Illinois with their principal places of business in Illinois.

12. This Court has specific personal jurisdiction over Riddell. Riddell was doing business in the State of Texas and designed, manufactured, assembled, marketed, distributed and/or sold the Riddell SpeedFlex Helmet and/or components thereof (“Helmet”), that were placed into the stream of commerce and sold in Texas, and because of design defects, a tort was committed in Texas. Riddell marketed, distributed and sold the Helmet through its employees and/or representatives located in Texas and Cooper Daniel Reid, who was wearing the Helmet while playing in a high school football game in Texas, suffered a traumatic brain injury as a result of defects in the Helmet.

13. Venue is proper in this Court and in this District because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District. 28 U.S.C. § 1391(b)(2).

III. FACTUAL BACKGROUND

A. **Cooper Daniel Reid suffered a traumatic brain injury due to defects in the Riddell SpeedFlex helmet he was wearing while playing in his high school homecoming football game.**

14. On or about September 9, 2022, on homecoming night, Cooper Daniel Reid—then 16 years old—took the field as a linebacker for the Troup Tigers, the Varsity football team for Troup High School.

15. As part of his safety equipment and gear, Cooper was wearing a Riddell SpeedFlex Helmet (“the Helmet”) that was designed, manufactured, marketed, distributed and sold by Riddell. See Fig. 1, photograph of Riddell SpeedFlex Helmet that Cooper was wearing on the night he was injured.



Fig 1. – Subject Riddell SpeedFlex Helmet

16. Toward the end of the game, Cooper suffered an impact and sustained a right front subdural hematoma which resulted in a severe traumatic brain injury. Following the impact, he was helped up, took a few steps and collapsed on the field.

17. Cooper was rushed to the hospital, where he was diagnosed with a severe traumatic brain injury and underwent two craniotomies as well as surgery for placement of a shunt.

18. Cooper has suffered permanent life-altering injuries because of the defects in the Helmet. He has undergone and continues to undergo extensive medical and neurorehabilitative treatment to address his injuries.

19. Although he and his family are working hard on his recovery, Cooper needs assistance with all his daily activities. He can no longer hear, speak or walk. He is wheelchair bound and cannot feed, bathe or dress himself. Because of his injuries, he will need 24-hour attendant care for the rest of his life.

20. At all times material, Cooper used the Helmet in a reasonably foreseeable manner.

21. At all times material, Plaintiffs were unaware of the actual risk associated with the Helmet, but Riddell was aware that the danger associated with the Helmet would not be readily recognizable to the ordinary user of the Helmet, like Cooper.

B. Riddell designed, manufactured, marketed, distributed and sold the defective Helmet.

22. Cooper's Helmet was designed, manufactured, marketed, distributed and sold by Riddell. The Helmet was marketed as having state-of-the-art protection from head and brain injuries for the wearer and Riddell touted that the SpeedFlex helmet was backed by extensive research from its millions of on-field impacts.

23. However, both the Helmet's design and the materials the Helmet was constructed with were defective and did not protect Cooper from a devastating traumatic brain injury.

24. As designed, manufactured, marketed, sold, and distributed, the Helmet was unreasonably dangerous and defective because it failed to have a structure and design that would effectively deflect and deform to distribute, diminish and absorb the foreseeable forces of impact and reduce the peak accelerations of impact energy to a player's head. The features of the Helmet which were defective as designed, include but are not limited to, the quick release fastener between the Helmet shell and face mask, the dual lines or ridges designed and molded into the Helmet shell and the liner or energy absorption system inside the Helmet. Individually and in concert, these defectively designed elements of the Helmet failed to properly dissipate the energy from the impact or impacts, resulting in severe injuries to Cooper. Furthermore, the aforementioned design characteristics of the Helmet did not have proper and adequate attenuating properties based on known data and technologically and economically feasible safer alternative designs.

IV. CAUSES OF ACTION

A. Product Liability

25. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

26. At all times material to this lawsuit, Riddell engaged in the business of designing, manufacturing, inspecting, testing, marketing, distributing, selling, and/or supplying football helmets and their component parts, including the Helmet. The Helmet was unreasonably dangerous and defective at the time it was designed, manufactured, inspected, tested, marketed, distributed, sold, and/or supplied.

27. The defects in the Helmet were defects in its design as discussed herein. The Helmet was in a defective condition at the time it left the control of Riddell and at the time it came into the control of Troup High School and its football player, Cooper Daniel Reid. The defective

condition of the Helmet which made it unreasonably dangerous for the use of the general public and Cooper Daniel Reid, arose because of its design.

28. Furthermore, the Helmet was unreasonably dangerous as designed, taking into consideration the utility of the Helmet, and its intended use, in that the Helmet did not provide adequate protection against the foreseeable risk of brain injury as it did not provide a safe and adequate means of attenuating and absorbing the foreseeable forces so that upon impact the Helmet would minimize and/or reduce the force and energy directed to the brain and as a result, causing serious injury during ordinary and foreseeable use. At the time the Helmet left the control of Riddell, safer alternative designs were economically and technologically feasible by the application of existing or reasonably achievable scientific knowledge, without substantially impairing the utility of the Helmet, and which safer alternative designs would have prevented or significantly reduced the risk of brain injury to Cooper Daniel Reid.

29. The defects in the Helmet which resulted in its failure to provide adequate protection against the foreseeable risk of brain injury and the acts and omissions described above were each a producing cause of the incident and the injuries and damages sustained by the Plaintiffs and the incapacitated person, Cooper Daniel Reid.

30. Plaintiff invokes the doctrine of strict liability in tort, as that term is understood and applied under all applicable law.

B. Negligence.

31. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

32. Riddell and its agents and employees, for whose acts Riddell is in all things responsible, engaged in several acts and omissions constituting negligence, and such acts and omissions, among others, were as follows:

a. In failing to design the Helmet with an adequate and proper means of effectively deflecting and deforming during play and use so as to distribute, diminish and absorb the foreseeable forces of impact and reduce the peak accelerations of impact energy a player's head would be subjected to during play;

b. In failing to design the Helmet with an adequate and proper energy absorbing liner with attenuating properties which were capable of distributing and absorbing the foreseeable forces a player, such as Cooper Daniel Reid, may experience while playing and which can result in a brain injury to a player;

c. In failing to adequately and properly inspect and test the Helmet; and

d. other acts of negligence that may be discovered during the course of this matter.

33. The aforementioned acts and omissions constituting negligence on the part of Riddell were each a proximate and/or producing cause of the incident and the injuries and damages sustained by the Plaintiffs and the incapacitated person, Cooper Daniel Reid.

C. Certificate of Merit

34. In accordance with Tex. Civ. Prac. & Rem. Code Ann. §150.002(c), Plaintiffs assert that the contemporaneous filing requirement of a Certificate of Merit does not apply as the period of limitations will expire within 10 days of the filing of this Complaint and because of time constraints an affidavit of a third-party licensed professional engineer could not be prepared. Plaintiffs will comply with Tex. Civ. Prac. & Rem. Code Ann. §150.002(c) and file a Certificate of Merit at the appropriate time.

V. DAMAGES

35. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein. As a result of the occurrence described herein, Cooper Daniel Reid, an incapacitated person, sustained significant and permanent injuries and damages, and he will require nursing and attendant care, custodial care, therapies, medical and psychological care, and hospital care, in all probability, for the rest of his life.

36. At the time of the occurrence, Cooper Daniel Reid, an incapacitated person, was 16 years of age, was in good health, and had a life expectancy of 58.18 years, according to the applicable United States Life Tables, a certified copy of which will be used in evidence at the trial of this case.

37. As a result of this occurrence, Cooper Daniel Reid, an incapacitated person, will sustain, in reasonable probability, a loss of earning capacity in the future, and Plaintiffs Terry Glynn Reid and Susanne Hamilton Reid, as next friends of Cooper Daniel Reid, an incapacitated person, sue for such damages.

38. As a further result of this occurrence, Cooper Daniel Reid, an incapacitated person, has suffered physical pain, mental impairment, physical impairment, disfigurement, and mental anguish in the past and will suffer, in reasonable probability, physical pain, mental impairment, physical impairment, disfigurement, and mental anguish in the future, and Plaintiffs Terry Glynn Reid and Susanne Hamilton Reid, individually and as next friends of Cooper Daniel Reid, an incapacitated person, sue for such damages.

39. As a further result of this occurrence, Plaintiffs Terry Glynn Reid and Susanne Hamilton Reid, individually and as next friends of Cooper Daniel Reid, an incapacitated person, have incurred expenses for nursing and attendant care, custodial care, therapies, medical and psychological care, and hospital care for the care and treatment of Cooper Daniel Reid, an incapacitated person, in the past, and will incur, in reasonable probability, expenses for nursing and attendant care, custodial care, therapies, medical and psychological care, and hospital care for the care and treatment of Cooper Daniel Reid, an incapacitated person, in the future, and such expenses are and will be reasonable and customary in the community in which they were and will be incurred, and are or will be reasonably necessary for the injuries sustained.

40. As a further result of this occurrence, Plaintiffs Terry Glynn Reid and Susanne Hamilton Reid have suffered an injury to the familial relationship with their child and such injury is permanent by reason of the nature of the injury to Cooper Daniel Reid, an incapacitated person. Moreover, Plaintiffs Terry Glynn Reid and Susanne Hamilton Reid have suffered mental anguish in the past and will suffer, in reasonable probability, mental anguish in the future by reason of the injuries suffered by their son, Cooper Daniel Reid, an incapacitated person.

41. As a further result of this occurrence and the injuries to Cooper Daniel Reid, an incapacitated person, Plaintiffs Terry Glynn Reid and Susanne Hamilton Reid will sustain, in reasonable probability, a loss of services in the future, specifically including the services of Cooper Daniel Reid, an incapacitated person, in aid of the Plaintiffs in their everyday affairs.

42. As a further result of the occurrence described herein, Plaintiffs Terry Glynn Reid and Susanne Hamilton Reid contemporaneously observed the devastating injuries to their son Cooper Daniel Reid, an incapacitated person. As a result of the direct emotional impact of witnessing these injuries, Plaintiffs Terry Glynn Reid and Susanne Hamilton Reid have sustained in the past and will sustain in the future severe mental anguish and bring bystander claims and sue for such damages.

VI. JURY DEMAND

43. Plaintiffs demand a jury trial on all of the allegations in this Original Complaint, and all amendments and supplements thereto, and all of the defenses in Defendant's Original Answer, and all supplements and amendments thereto. A jury fee is being filed contemporaneously with Plaintiffs' filing of their Original Complaint.

**VII.
PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be served with a copy of this Original Complaint and cited to appear and answer same, and that after due proceedings are had there be judgment herein against Defendants in favor of Plaintiffs, in such full amounts as are found to be due Plaintiffs under the laws of Texas governing damages in cases of this kind, together with legal interest thereon from date of judicial demand, until paid, and for all costs of these proceedings and for all general and equitable relief.

Plaintiffs request prejudgment and post-judgment interest at the maximum rate allowed by law.

Respectfully submitted,

BECK REDDEN LLP

/s/ Russell S. Post

RUSSELL S. POST

Texas State Bar. No. 00797258

rpost@beckredde.com

NICHOLAS M. BRUNO

Texas State Bar No. 24097432

nbruno@beckredde.com

1221 McKinney, Suite 4500

Houston, TX 77010-2010

Telephone: (713) 951-3700

Facsimile: (713) 951-3720

MITHOFF LAW

/s/ Richard Warren Mithoff

RICHARD WARREN MITHOFF

Texas State Bar No. 14228500

rmithoff@mithofflaw.com

JANIE L. JORDAN

Texas State Bar No. 11012700

jjordan@mithofflaw.com

500 Dallas, Suite 3450

Houston, Texas 77002

Telephone: (713) 654-1122

Facsimile: (713) 739-8085

WILSON, ROBERTSON & VANDEVENTER, P.C.

/s/ Jennifer P. Ainsworth

JENNIFER P. AINSWORTH

Texas State Bar No. 00784720

jainsworth@wilsonlawfirm.com

909 ESE Loop 323, Suite 400

Tyler, Texas 75701

Telephone: (903) 509-5000

Facsimile: (903) 509-5092

CARROLL MALONEY HENRY & NELSON PLLC

/s/ Otis W. Carroll, Jr.

OTIS W. CARROLL, JR.

Texas State Bar No. 03895700

otis@cmhnlaw.com

1327 Dominion Plaza, Ste. 100

Tyler, TX 75703-1013

Telephone: (903) 561-1600

Facsimile: (903) 581-1071

ATTORNEYS FOR PLAINTIFFS