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*Attorneys for Plaintiffs Crystal Dixon and Donovan Hill*

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

CRYSTAL DIXON, as guardian *ad litem* for  
DONNOVAN HILL, a minor, and CRYSTAL  
DIXON, individually,

Plaintiffs,

vs.

POP WARNER LITTLE SCHOLARS, INC., a  
non-profit corporation; ORANGE EMPIRE  
CONFERENCE, INC., a non-profit corporation;  
LAKEWOOD POP WARNER, a non-profit  
corporation; SALVADOR P. and JANE DOE  
HERNANDEZ, husband and wife; MANUEL  
and JANE DOE MARTINEZ, husband and  
wife; REGINALD C. and JANE DOE  
NETTLES, husband and wife; KEVIN M.  
GODDARD and REGINA J. NIETO-  
GODDARD, husband and wife; JIM and JANE  
DOE CUNNINGHAM, husband and wife;  
STEPHEN D. and HELEN E. MCGINNIS,  
husband and wife; ROBERT T. and JANE DOE  
ESPINOSA, husband and wife; MARTY and  
JANE DOE STOLTZ, husband and wife;  
GREG and JANE DOE YOUNG, husband and  
wife; PHILLIP D. and DAWN N.  
WEISENSTEIN, husband and wife;

Case No. BC526842

**FIRST AMENDED COMPLAINT BY FAX**

INDIVIDUAL CLAIMS

- 1. Negligence
- 2. Respondeat Superior
- 3. Negligent Training, Supervision, and Retention
- 4. Negligent Infliction of Emotional Distress
- 5. Director and Officer Liability for Gross Negligence

CLASS CLAIMS

- 6. Violation of the Consumers Legal Remedies Act, Cal. Civ. § 1750, et seq.
- 7. Violation of Cal. Bus. & Prof. Code § 17200, et seq.
- 8. Violation of Cal. Bus. & Prof. Code § 17500, et seq.

**DEMAND FOR JURY TRIAL**

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

MAR 06 2014

Sherri R. Carter, Executive Officer/Clerk  
By Anabella Figueroa, Deputy

1 DESTINI K. and JOHN DOE PALACIO, wife  
and husband; JOEY and JANE DOE  
2 SANCHEZ, husband and wife; ROBERTO  
CARLOS and JANE DOE GONZALEZ,  
3 husband and wife; COLLEEN and JOHN DOE  
SANCHEZ, wife and husband; TIFFANY and  
4 JOHN DOE BELL, wife and husband; JEFF  
and JANE DOE NOBLE, husband and wife;  
5 LARRY and JANE DOE NELSON, husband  
and wife; JUDY and JOHN DOE HALEY, wife  
6 and husband; CHERYL and JOHN DOE DIAZ,  
wife and husband; AMY and JOHN DOE  
7 RIVERA, wife and husband; COACH DOES 1  
through 20; OEC DOES 1 through 20;  
8 Director/Officer Does 1 through 20; DOES 1  
through 20; and BLACK CORPORATIONS 1  
9 through 10.

10 Defendants.  
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1 Plaintiff Crystal Dixon, for herself and her minor son, Plaintiff Donovan Hill, respectfully  
2 submits the following Complaint alleging gross negligence against the following Defendants: Pop  
3 Warner Little Scholars, Inc., Orange Empire Conference, Inc., Lakewood Pop Warner, Salvador P.  
4 and Jane Doe Hernandez, Manuel and Jane Doe Martinez, Reginald C. and Jane Doe Nettles,  
5 Kevin M. Goddard and Regina J. Nieto-Goddard, Jim and Jane Doe Cunningham, Stephen D. and  
6 Helen E. McGinnis, Robert T. and Jane Doe Espinosa, Marty and Jane Doe Stoltz, Coach Does 1-  
7 20, OEC Does 1-20, Greg and Jane Doe Young, Phillip D. and Dawn N. Weisenstein, Destini K.  
8 and John Doe Palacio, Joey and Jane Doe Sanchez, Roberto Carlos and Jane Doe Gonzalez,  
9 Colleen and John Doe Sanchez, Tiffany and John Doe Bell, Jeff and Jane Doe Noble, Larry and  
10 Jane Doe Nelson, Judy and John Doe Haley, Cheryl and John Doe Diaz, Amy and John Doe  
11 Rivera, and Director/Officer Does 1-20 of Defendants Orange Empire Conference, Inc. and  
12 Lakewood Pop Warner.

13 As a consumer of Pop Warner services, Plaintiff Crystal Dixon also brings, on behalf of  
14 herself and all others similarly situated in California, claims against Defendants Pop Warner Little  
15 Scholars, Inc., Orange Empire Conference, Inc., and Lakewood Pop Warner for false and  
16 misleading representations in violation of the Consumers Legal Remedies Act, Cal. Civ. § 1750, et  
17 seq., the Cal. Bus. & Prof. Code § 17200, et seq., and the Cal. Bus. & Prof. Code § 17500, et seq.

18 Plaintiffs' allegations are made on information and belief except as to allegations regarding  
19 themselves which are based on personal knowledge. Plaintiffs allege as follows:

## 20 I. INTRODUCTION

21 1. This case arises from the severe and permanent injuries Plaintiff Donovan Hill, a  
22 thirteen year-old boy, suffered while playing in a youth league football game sponsored and  
23 supervised by Defendants Pop Warner Little Scholars, Inc., Orange Empire Conference, Inc., and  
24 Lakewood Pop Warner. Donovan was rendered a quadriplegic after attempting to tackle his  
25 opponent using a negligent tackling technique he was taught and instructed to use by his coaches,  
26 Defendants Hernandez, Martinez, Nettles, Goddard, Cunningham, and Coach Does 1-20. His  
27 mother, Crystal Dixon, was in the stands that day and witnessed her son's catastrophic injury.  
28

1           2.       Even though Pop Warner rules and the football industry as a whole prohibit the  
2 head-first tackling that injured Donovan, his coaches taught him the technique, insisted he use it  
3 despite his complaints, and refused to intervene and correct Donovan when he repeatedly  
4 employed the tackling technique in practices and games. Likewise, Pop Warner and its related  
5 entities and agents, including but not limited to Defendants McGinnis, Espinosa, and Stoltz, failed  
6 to properly supervise and monitor the coaches to ensure they complied with and enforced the rules.

7           3.       Because of Defendants' grossly negligent conduct, Donovan was seriously and  
8 permanently injured, and his mother and primary caregiver, Crystal Dixon, suffered serious  
9 emotional distress. Donovan will require assistance for the remainder of his life, which is itself  
10 diminished by the injury.

11          4.       While acting as volunteer directors and/or officers of Defendants Orange Empire  
12 Conference, Inc. and Lakewood Pop Warner, Defendants Young, P. Weisenstein, Palacio, J.  
13 Sanchez, Gonzalez, C. Sanchez, Bell, D. Weisenstein, Noble, Nelson, Nieto-Goddard, Haley, Diaz,  
14 Rivera, and Director/Officer Does 1-20 failed to develop safety rules, certification procedures, and  
15 oversight and compliance policies, failed to supervise Defendant Lakewood Pop Warner and  
16 Defendant Coaches to ensure they adhered to these rules, procedures, and policies, failed to enforce  
17 these rules, procedures, and policies, and, on information and belief, failed to make all reasonable  
18 efforts in good faith to obtain available liability insurance. Defendants were reckless, wanton,  
19 and/or grossly negligent in their management, oversight, and operation of the football enterprise.  
20 To the extent any Defendants were acting as non-volunteer directors or officers, their conduct was  
21 negligent because they failed to act as an ordinarily prudent person, in a like position and under  
22 similar circumstances, would in managing, overseeing, and operating the football enterprise. As a  
23 result of Defendants' extreme departure from ordinary care, Plaintiff Donovan Hill was seriously  
24 and permanently injured. All Defendants acting as directors and/or officers for Defendant Orange  
25 Empire Conference, Inc. and Defendant Lakewood Pop Warner are liable for the harm to Plaintiff.

26          5.       The class allegations brought by Plaintiff Crystal Dixon on behalf of herself and all  
27 other similarly situated individuals arises out of representations made by Defendants Pop Warner  
28 Little Scholars, Inc., Orange Empire Conference, Inc., and Lakewood Pop Warner, and each of

1 them, about the safety of their football programs and the certification of their coaches. In a variety  
2 of uniform, standardized consumer-directed communications, Defendant Pop Warner Entities  
3 represented to consumers that their football programs are safe, the Pop Warner rules are enforced,  
4 the respective directors and officers focus on safety and intelligent supervision, and the coaches are  
5 extensively trained as well as certified through a Pop Warner-mandated and provided certification  
6 course. These representations are false, deceptive, and misleading in that Defendants' safety and  
7 tackling rules are not enforced, the football programs are unsupervised, and the football coaches  
8 are not trained or certified where required or to the extent purported by Defendants. These  
9 misrepresentations are material because Class members are not likely to enroll and endanger their  
10 children in a football program that does not provide the safety, training, or protection promised or  
11 expected.

## 12 **II. JURISDICTION AND VENUE**

13 1. This Court has subject matter jurisdiction over this action because it is a court of  
14 general jurisdiction with the authority to hear and decide claims arising under California statutory  
15 and common law. Cal. Const. art. VI, § 10; Cal. Civ. Proc. Code § 410.10.

16 2. This Court has personal jurisdiction over Plaintiffs because they reside in California  
17 and submit to the jurisdiction of this Court. This Court has personal jurisdiction over Defendants  
18 Orange Empire Conference, Inc. and Lakewood Pop Warner because they are incorporated in  
19 California, conducted substantial business in California, and systematically and continually  
20 marketed their services in California, which services and marketing are the subject of some of the  
21 wrongdoing alleged in this Complaint. This Court has personal jurisdiction over Defendant Pop  
22 Warner Little Scholars, Inc. because it conducted substantial business in California and  
23 systematically and continually marketed its services in California, which services and marketing  
24 are the subject of some of the wrongdoing alleged in this Complaint. Finally, this Court has  
25 personal jurisdiction over the individual Defendants because they reside in California.

26 3. Venue is proper in this Court as to the personal injury allegations because this Court  
27 is located in Los Angeles County, California where the corporate Defendants conduct substantial  
28 business and many of the individual Defendants reside. Cal. Civ. Proc. Code § 395.5; L.R.

1 2.3(a)(1)(A). Venue is also proper as to the class allegations pursuant to Cal. Civ. Code § 1780(d)  
2 because Defendants Pop Warner Little Scholars, Inc., Orange Empire Conference, Inc., and  
3 Lakewood Pop Warner conduct business in Los Angeles County and in the State of California,  
4 including marketing and sales directed to California residents. Further, pursuant to Civ. Pro. Code  
5 § 395.5, venue is appropriate in this Court because the underlying facts supporting liability of  
6 Defendants Pop Warner Little Scholars, Inc., Orange Empire Conference, Inc., and Lakewood Pop  
7 Warner for the class claims arise in Los Angeles County, California.

### 8 III. PARTIES

#### 9 A. Plaintiffs

10 4. Plaintiff Donovan Hill is now a sixteen-year-old boy who resides with his mother  
11 and guardian *ad litem*, Plaintiff Crystal Dixon, in Los Alamitos, California, which is in Orange  
12 County.

13 5. Plaintiff Crystal Dixon, a single woman, is Plaintiff Donovan Hill's mother and  
14 guardian *ad litem* who resides with her son in in Los Alamitos, California, which is in Orange  
15 County.

#### 16 B. Defendants

17 6. Defendant Pop Warner Little Scholars, Inc. is a non-profit corporation providing  
18 youth football and cheer and dance programs for participants in forty-two states, including  
19 California, and several countries around the world.<sup>1</sup> Pop Warner is incorporated and headquartered  
20 in Pennsylvania. On information and belief, over 250,000 children ages five to fifteen participate in  
21 Pop Warner football leagues, and the program has produced approximately sixty to seventy percent  
22 of the players now in the National Football League.<sup>2</sup>

23 7. Defendant Orange Empire Conference, Inc. ("OEC") is a non-profit corporation  
24 headquartered in Huntington Beach, California, in Orange County, and incorporated under the laws

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25 <sup>1</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
26 [http://www.popwarner.com/-About\\_Us.htm](http://www.popwarner.com/-About_Us.htm) (last visited February 19, 2014).

27 <sup>2</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
<http://www.popwarner.com/football.htm> (last visited February 27, 2014); *The Official Website of*  
28 *Pop Warner Little Scholars, Inc.*, POPWARNER.COM, [http://www.popwarner.com/-/About\\_Us/benefits.htm](http://www.popwarner.com/-/About_Us/benefits.htm) (last visited February 27, 2014).

1 of California. The OEC is a Pop Warner Little Scholars, Inc. organization in the Wescon Region,  
2 providing football, cheerleading, and scholastic programs for children ages five to fifteen through  
3 its various member associations since 1986.<sup>3</sup> The OEC region comprises all of Orange County and  
4 much of Los Angeles County.

5 8. Defendant Lakewood Pop Warner is a non-profit corporation headquartered in  
6 Lakewood, California, in Los Angeles County, and incorporated under the laws of California. It is  
7 a Pop Warner Little Scholars, Inc. organization in the Wescon Region and a member association of  
8 Defendant OEC, providing football, cheerleading, and scholastic programs for children ages five to  
9 fifteen. Lakewood Pop Warner included Donovan's football team, the Lakewood Black Lancers.

10 9. On information and belief, Defendants Salvador P. and Jane Doe Hernandez are a  
11 married couple who, at all times relevant to this Complaint, resided in Long Beach, California, in  
12 Los Angeles County. Mr. Hernandez was the head coach of Donovan's football team in 2011. The  
13 true name of Jane Doe Hernandez is unknown and will be amended once ascertained by Plaintiffs.

14 10. On information and belief, Defendants Manuel and Jane Doe Martinez are a married  
15 couple who, at all times relevant to this Complaint, resided in Long Beach, California, in Los  
16 Angeles County. Mr. Martinez was an assistant coach for Donovan's football team in 2011. The  
17 true name of Jane Doe Martinez is unknown and will be amended once ascertained by Plaintiffs.

18 11. On information and belief, Defendants Reginald C. and Jane Doe Nettles are a  
19 married couple who, at all times relevant to this Complaint, resided in Long Beach, California, in  
20 Los Angeles County. On information and belief, Mr. Nettles was an assistant coach for  
21 Donovan's football team in 2011. The true name of Jane Doe Nettles is unknown and will be  
22 amended once ascertained by Plaintiffs.

23 12. On information and belief, Defendants Kevin M. and Regina J. Nieto-Goddard are a  
24 married couple who, at all times relevant to this Complaint, resided in Long Beach, California, in  
25 Los Angeles County. On information and belief, Mr. Goddard was an assistant coach for  
26  
27

28 <sup>3</sup> *Orange Empire Conference, Inc.*, <http://24.199.21.46/oecweb/index.html> (last visited February 19, 2014).

1 Donovan's football team in 2011. On information and belief, Ms. Nieto-Goddard was a Board of  
2 Directors Member and a voting member for Lakewood Pop Warner in 2011.

3 13. On information and belief, Defendants Jim and Jane Doe Cunningham are a married  
4 couple who, at all times relevant to this Complaint, resided in California at an address still  
5 unknown to Plaintiffs. On information and belief, Mr. Cunningham was an assistant coach for  
6 Donovan's football team in 2011. The true name of Jane Doe Cunningham is unknown and it,  
7 along with Defendants' address, will be amended once ascertained by Plaintiffs.

8 14. On information and belief, Defendants Stephen D. and Helen E. McGinnis are a  
9 married couple who, at all times relevant to this Complaint, resided in Long Beach, California, in  
10 Los Angeles County. On information and belief, Mr. McGinnis was the President and/or head  
11 commissioner for Defendant OEC during the 2011 season.

12 15. On information and belief, Defendants Robert T. and Jane Doe Espinosa are a  
13 married couple who, at all times relevant to this Complaint, resided in Brea, California, in Orange  
14 County. On information and belief, Mr. Espinosa was an assistant commissioner for Defendant  
15 OEC during the 2011 season. The true name of Jane Doe Espinosa is unknown and will be  
16 amended once ascertained by Plaintiffs.

17 16. On information and belief, Defendants Marty and Jane Doe Stoltz are a married  
18 couple who, at all times relevant to this Complaint, resided in California at an address still  
19 unknown to Plaintiffs. On information and belief, Mr. Stoltz was an assistant commissioner for  
20 Defendant OEC during the 2011 season. The true name of Jane Doe Stoltz is unknown and will be  
21 amended once ascertained by Plaintiffs.

22 17. On information and belief, Defendants Greg and Jane Doe Young are a married  
23 couple who, at all times relevant to this Complaint, resided in California at an address still  
24 unknown to Plaintiffs. On information and belief, Mr. Young was the President and Executive  
25 Board Member of Lakewood Pop Warner in 2011. The true name of Jane Doe Young is unknown  
26 and will be amended once ascertained by Plaintiffs.

27 18. On information and belief, Defendants Philip D. and Dawn N. Weisenstein are a  
28 married couple who, at all times relevant to this Complaint, resided in Lakewood, California, in

1 Los Angeles County. On information and belief, Mr. Weisenstein was the Vice-President and  
2 Executive Board Member of Lakewood Pop Warner in 2011. On information and belief, Ms.  
3 Weisenstein was an Executive Board Member and a voting member for Lakewood Pop Warner in  
4 2011.

5 19. On information and belief, Defendants Destini K. and John Doe Palacio are a  
6 married couple who, at all times relevant to this Complaint, resided in California at an address still  
7 unknown to Plaintiffs. On information and belief, Ms. Palacio was the Secretary and Executive  
8 Board Member of Lakewood Pop Warner in 2011. The true name of John Doe Palacio is unknown  
9 and will be amended once ascertained by Plaintiffs.

10 20. On information and belief, Defendants Joey and Jane Doe Sanchez are a married  
11 couple who, at all times relevant to this Complaint, resided in California at an address still  
12 unknown to Plaintiffs. On information and belief, Mr. Sanchez was the Treasurer and Executive  
13 Board Member of Lakewood Pop Warner in 2011. The true name of Jane Doe Sanchez is unknown  
14 and will be amended once ascertained by Plaintiffs.

15 21. On information and belief, Defendants Roberto Carlos and Jane Doe Gonzalez are a  
16 married couple who, at all times relevant to this Complaint, resided in Long Beach, California, in  
17 Los Angeles County. On information and belief, Mr. Gonzalez was the Athletic Director and  
18 Executive Board Member for Lakewood Pop Warner in 2011. The true name of Jane Doe Gonzalez  
19 is unknown and will be amended once ascertained by Plaintiffs.

20 22. On information and belief, Defendants Colleen and John Doe Sanchez are a married  
21 couple who, at all times relevant to this Complaint, resided in California at an address still  
22 unknown to Plaintiffs. On information and belief, Ms. Sanchez was an Executive Board Member  
23 and a voting member for Lakewood Pop Warner in 2011. The true name of John Doe Sanchez is  
24 unknown and will be amended once ascertained by Plaintiffs.

25 23. On information and belief, Defendants Tiffany and John Doe Bell are a married  
26 couple who, at all times relevant to this Complaint, resided in California at an address still  
27 unknown to Plaintiffs. On information and belief, Ms. Bell was an Executive Board Member and a  
28

1 voting member for Lakewood Pop Warner in 2011. The true name of John Doe Bell is unknown  
2 and will be amended once ascertained by Plaintiffs.

3 24. On information and belief, Defendants Jeff and Jane Doe Noble are a married  
4 couple who, at all times relevant to this Complaint, resided in California at an address still  
5 unknown to Plaintiffs. On information and belief, Mr. Noble was an Executive Board Member and  
6 a voting member for Lakewood Pop Warner in 2011. The true name of Jane Doe Noble is unknown  
7 and will be amended once ascertained by Plaintiffs.

8 25. On information and belief, Defendants Larry and Jane Doe Nelson are a married  
9 couple who, at all times relevant to this Complaint, resided in California at an address still  
10 unknown to Plaintiffs. On information and belief, Mr. Nelson was a Board of Directors Member  
11 and a voting member for Lakewood Pop Warner in 2011. The true name of Jane Doe Nelson is  
12 unknown and will be amended once ascertained by Plaintiffs.

13 26. On information and belief, Defendants Judy and John Doe Haley are a married  
14 couple who, at all times relevant to this Complaint, resided in California at an address still  
15 unknown to Plaintiffs. On information and belief, Ms. Haley was a Board of Directors Member and  
16 a voting member for Lakewood Pop Warner in 2011. The true name of John Doe Haley is  
17 unknown and will be amended once ascertained by Plaintiffs.

18 27. On information and belief, Defendants Cheryl and John Doe Diaz are a married  
19 couple who, at all times relevant to this Complaint, resided in California at an address still  
20 unknown to Plaintiffs. On information and belief, Ms. Diaz was a Board of Directors Member and  
21 a voting member for Lakewood Pop Warner in 2011. The true name of John Doe Diaz is unknown  
22 and will be amended once ascertained by Plaintiffs.

23 28. On information and belief, Defendants Amy and John Doe Rivera are a married  
24 couple who, at all times relevant to this Complaint, resided in California at an address still  
25 unknown to Plaintiffs. On information and belief, Ms. Rivera was a Board of Directors Member  
26 and a voting member for Lakewood Pop Warner in 2011. The true name of John Doe Rivera is  
27 unknown and will be amended once ascertained by Plaintiffs.



1 comprised the oldest and largest boys in any Pop Warner football league, including boys twelve to  
2 fifteen years old within the weight range 105 to 170 pounds.

3 36. Donovan's mother, Plaintiff Crystal Dixon, paid approximately \$265.00 in  
4 registration fees to enroll Donovan in the 2011 program. Current California programs charge up  
5 to \$385.00 in registration fees.

6 37. As part of her enrollment efforts, Ms. Dixon also reviewed the websites of  
7 Defendants Pop Warner Little Scholars, Inc., OEC, and Lakewood Pop Warner before enrolling  
8 Donovan.

9 38. At the time of Donovan's enrollment, based on the representations of Defendants  
10 Pop Warner Little Scholars, Inc., OEC, and Lakewood Pop Warner, Ms. Dixon believed (1)  
11 Defendant Coaches were trained, educated, and certified in safe and proper football play, including  
12 tackling technique, by Defendant Pop Warner Little Scholars, Inc., (2) Defendant Coaches were  
13 qualified to instruct her son on safe and proper football techniques and were supervised to ensure  
14 safety was the paramount concern, and (3) the football program was safe for her son's  
15 participation.

16 39. The safety of the programs was something that was important and material to  
17 parents.

18 40. Donovan was one of the Lakewood Black Lancers' better players. He was a two-  
19 way athlete, playing both running back on offense and safety on defense. Because of his talent,  
20 Donovan usually participated in nearly every play of every game.

21 41. Defendant Lakewood Pop Warner was a member association of Defendant OEC in  
22 the Westcon Region of Defendant Pop Warner Little Scholars, Inc. (collectively, "Defendant Pop  
23 Warner Entities"). Defendant Pop Warner Entities includes any unknown but related entities,  
24 designated for now as Black Corporations 1-10.

25 42. Defendants Salvador Hernandez, Manuel Martinez, Reginald Nettles, Kevin  
26 Goddard, and Jim Cunningham (collectively, "Defendant Coaches") were Donovan's coaches on  
27 the Lakewood Black Lancers Midget football team for the 2011 season. Defendant Coaches  
28 includes any unknown coaches, designated for now as Defendant Coach Does 1-20.

1           43.     On information and belief, Defendants Stephen D. McGinnis, Robert Espinosa, and  
2 Marty Stoltz (collectively, “Defendant OEC Commissioners”) were commissioners of Defendant  
3 OEC tasked with monitoring and supervising Defendant Coaches to ensure they complied with  
4 safety standards and rules during the 2011 season. On information and belief, these Defendants  
5 observed Defendant Coaches’ football practices and instruction and Donovan’s football playing at  
6 practices and games. They were also tasked with ensuring Defendant Coaches and Defendant  
7 Lakewood Pop Warner were in compliance with required certifications and rules. Defendant OEC  
8 Commissioners includes any unknown commissioners, agents, or employees of the OEC,  
9 designated for now as Defendant OEC Does 1-20.

10           44.     On information and belief, Defendants Greg Young, Phillip D. Weisenstein, Destini  
11 K. Palacio, Joey Sanchez, Roberto Carlos Gonzalez, Colleen Sanchez, Tiffany Bell, Dawn N.  
12 Weisenstein, Jeff Noble, Larry Nelson, Regina J. Nieto-Goddard, Judy Haley, Cheryl Diaz, and  
13 Amy Rivera (collectively, “Defendant Lakewood Directors”) served as various directors and  
14 officers for Defendant Lakewood Pop Warner during the 2011 season. On information and belief,  
15 the Defendant Lakewood Directors were present at many, if not all, of Donovan’s games and  
16 practices that year. “Defendant Lakewood Directors” includes any unknown directors or officers of  
17 Defendant Lakewood Pop Warner, designated for now as Defendant Director/Officer Does 1-20.

18           45.     On information and belief, Defendants OEC Commissioners and Director/Officer  
19 Does 1-20 served as various officers and directors for Defendant OEC during the 2011 season. On  
20 information and belief, these defendants (collectively, “Defendant OEC Directors”) were present at  
21 many, if not all, of Donovan’s games and practices that year.

22           46.     Does 1-20 and Black Corporations 1-10 are unknown persons or entities responsible  
23 for the instruction or oversight of Donovan, his coaches, the league, or Donovan’s football play.

24 **B. In Practice Defendant Coaches Taught And Encouraged Donovan To Use**  
25 **Dangerously Negligent Tackling Technique, And Then Reinforced The Improper**  
26 **Technique By Failing To Correct Or Reprimand Donovan When They Observed**  
27 **Him Repeatedly Using It In Practice And Games**

27           47.     The 2011 football season ran from approximately August to the end of October,  
28 followed by championship games in November.

1           48.     Donnovan’s team typically practiced three times a week for approximately three  
2 hours per practice. During practices, Defendant Coaches instructed Donovan and his teammates  
3 on all aspects of tackle football.

4           49.     Proper football tackling technique, according to Defendant Pop Warner Entities’  
5 online training course, is to keep the head up and slide it to the outside of an opponent’s body  
6 before making contact, so as to lead with the shoulder rather than the head.

7           50.     Leading with your head while tackling, often referred to as “face tackling,” occurs  
8 when a defensive player initiates contact with a ball carrier with the front of his helmet. This  
9 practice, along with “spearing”—launching at an opponent with the top of the helmet—are both  
10 widely prohibited in football at all levels.

11          51.     The 2011 Pop Warner Little Scholars Official Rules expressly prohibited face  
12 tackling or spearing techniques, stating:

13                   If such techniques or any others forbidden by the National Federation or  
14                   NCAA rulebooks are taught by Pop Warner coaches, said coaches shall be  
                      dismissed from the program, upon being found guilty following a hearing.

15          52.     The 2011 Pop Warner Little Scholars Official Rules also stressed the importance of  
16 proper blocking and tackling in football, saying “[i]t is the responsibility of *every* Pop Warner  
17 coach to be fully informed of, and abide by, all such rules of the governing body (National  
18 Federation or NCAA) under whose jurisdiction his state falls, and to review [the rules] every year.”  
19 (Emphasis added.)

20          53.     Contrary to these rules, Defendant Coaches taught and coached Donovan to lead  
21 with his head when tackling opponents and promoted the face tackling technique in both practice  
22 and games. Defendant Hernandez insisted that Donovan tackle in this manner.

23          54.     Donnovan recalls Defendant Coaches only briefly instructing the team on tackling  
24 basics during the first day of practice. Defendant Coaches instructed the players to hit “helmet into  
25 number,” indicating the player should initiate the hit with his head into the chest of the opposing  
26 player.

27          55.     Thereafter, practices always involved tackling drills, such as one-on-one or one-on-  
28 two tackling between players. During these tackling drills, all of the coaches, but predominantly

1 Defendant Hernandez, taught and reinforced that Donovan and his teammates should lead with  
2 their head when tackling.

3 56. Donovan recalls it was “normal” for at least one of his teammates to complain  
4 about the tackling techniques or the fact that another teammate was tackling “with his head” during  
5 practices. Defendant Coaches responded to these complaints by defending the head-first tackling,  
6 saying it was the correct way to tackle, and by telling the players to toughen up.

7 57. On information and belief, Defendant Coaches encouraged and promoted this  
8 tackling technique by directly ordering the head-first tackling and even lauding it as “tough.”

9 58. Defendant Coaches continued to teach and reinforce this technique even after  
10 Donovan told them he did not like tackling in this manner and he believed it was the incorrect  
11 way to hit.

12 59. During one-on-one hitting drills at a practice during the 2011 season, Donovan  
13 expressed concern to Defendant Hernandez about head-first tackling, saying he was afraid it would  
14 injure him. In response Defendant Hernandez chastised Donovan for complaining, reaffirmed that  
15 Donovan should tackle head-first, and sent him to the back of the practice line to continue drills.  
16 On information and belief, another one of Donovan’s teammates, Anselm Umeh, also complained  
17 that day to Defendant Coaches about the danger of head-first tackling. Defendant Coaches  
18 nonetheless affirmed to Donovan and his teammates that they were supposed to hit their opponent  
19 with their forehead.

20 60. Shortly after this reprimand, Donovan attempted another tackling drill under  
21 Defendant Hernandez’s instruction and suffered mild injury his neck. Defendant Coaches knew or  
22 should have known of the neck injury Donovan sustained that day.

23 61. Rylee Isbell, Donovan’s teammate, and Defendant Martinez confirmed this  
24 incident in their interviews with *Outside The Lines*.

25 62. Defendant Martinez also confirmed in his interview that Donovan and his  
26 teammates were taught to use face tackling against opponents.

1           63. As evident in numerous game films, Donovan consistently tackled head-first  
2 throughout the 2011 season. Defendant Hernandez admitted this in an interview with ESPN for its  
3 show *Outside The Lines*.

4           64. Defendant Coaches regularly observed Donovan tackling in an incorrect and  
5 dangerous manner in practices and at games, but, on information and belief, never corrected  
6 Donovan's technique.

7           65. Defendant Coaches tolerated this prohibited practice by observing Donovan use  
8 this tackling technique over and over again in practice and in games without reprimanding or  
9 punishing him. On information and belief, Defendant Coaches never benched Donovan from a  
10 practice or game—or even verbally threatened to do so—to deter his head-first tackling.

11 **C. Defendant Pop Warner Entities, Defendant OEC Commissioners, And Their Agents**  
12 **Failed To Properly Train And Supervise Defendant Coaches It Knew Or Should Have**  
13 **Known Were Negligent**

14           66. Defendant Pop Warner Entities required only head coaches, including Defendant  
15 Hernandez, to pass an online coaching education course every three years. The course provided  
16 video clips depicting the proper technique for tackling.

17           67. On information and belief, head coach Defendant Hernandez did not complete the  
18 required coaching education course for the 2011 season and was delinquent in taking his required  
19 coaching education course.

20           68. And even though the 2011 Pop Warner Little Scholars Official Rules expressly  
21 require each coach, including assistant coaches, to review the rules every year and “to be fully  
22 informed of, and abide by, all such rules,” upon information and belief, Defendant Coaches did not  
23 do so. Defendant Martinez admits this in his *Outside The Lines* interview.

24           69. As the supervisory bodies responsible for Defendant Coaches' conduct, Defendant  
25 Pop Warner Entities, Defendant Gonzalez, and Defendant Espinosa knew or should have known  
26 that Defendant Coaches were noncompliant with the rules and engaging in prohibited and  
27 dangerous coaching techniques.

28           70. On information and belief, Defendant Pop Warner Entities and Defendant OEC  
Commissioners did not check to ensure Defendant Hernandez complied with required educational

1 courses, nor did they establish procedures to ensure Defendant Coaches were familiar and  
2 compliant with the rules each year.

3 71. On information and belief, Defendant Pop Warner Entities and Defendant OEC  
4 Commissioners did not check to ensure Defendant Coaches were teaching proper, safe tackling  
5 techniques while correcting, discouraging, or penalizing those athletes not complying with tackling  
6 rules. Upon information and belief, there were no safeguards, procedures, or protections to ensure  
7 coaches were enforcing the rules relating to safe tackling.

8 72. On information and belief, Defendant Coaches, including Defendant Hernandez,  
9 were not first-time Pop Warner coaches in the 2011 season. Defendant Pop Warner Entities and  
10 Defendant OEC Commissioners therefore knew or should have known that Defendant Coaches  
11 used unreasonable and dangerous football techniques, did not comply with coaching standards and  
12 applicable football rules, did not prohibit unsafe practices, and did not follow organizational  
13 directives.

14 73. On information and belief, Defendant Pop Warner Entities and Defendant OEC  
15 Commissioners never reprimanded, suspended, or fired any Defendant Coaches for failure to  
16 review, be informed of, and abide by Pop Warner football rules.

17 **D. Donovan Is Paralyzed While Tackling An Opponent Using The Negligent Technique**  
18 **Taught To Him And Promoted By Defendant Coaches**

19 74. On the evening of November 6, 2011, Donovan and his team were playing in the  
20 Division I Midget Orange Bowl championship game against the Saddleback Valley Wolverines at  
21 Laguna Hills High School in Laguna Hills, California.

22 75. In the second half of the game, Donovan told his coaches he was fatigued and  
23 wanted to sit out from play. Defendant Coaches objected to his request, telling Donovan they  
24 needed him to play so the team would win the game.

25 76. Defendant Coaches did not permit Donovan to sit out of the game even though he  
26 was fatigued. Instead, he was sent back into the game as a substitute for another defensive player  
27 pulled by Defendant Coaches.  
28

1           77.     On a scrimmage play in the third quarter, while playing linebacker, Donovan  
2 attempted to tackle the opposing ball carrier to prevent him from entering the end zone. As  
3 Donovan approached contact with his opponent, he dropped his head down, kept his arms at his  
4 side, and initiated the tackle head-first.

5           78.     Upon contact with the opposing player, Donovan immediately went limp and  
6 dropped to the field, unmoving. Donovan told those gathered around him that he could not feel his  
7 legs.

8           79.     Donnovan was rushed by ambulance to Mission Hospital Regional Medical Center  
9 in Mission Viejo, California.

10          80.     Donnovan was diagnosed with a catastrophic spinal cord injury resulting in  
11 quadriplegia.

12 **E.     Donnovan's Post-Injury Treatment**

13          81.     Following his stay at Mission Hospital, Donovan was transferred to Children's  
14 Hospital Los Angeles for rehabilitation. After his release, he continued with physical therapy for a  
15 minimum of two hours, three times per week. His physical therapy typically comprised balance and  
16 core strength training using the standing frame, bike, and elliptical machines.

17          82.     As a quadriplegic, Donovan has minimal use of his arms, and no independent  
18 movement from the nipple-level down.

19          83.     Donnovan's paralysis requires him to use a catheter and a colostomy bag, and he  
20 suffers from pressure sores because of constant confinement to his bed and wheelchair.

21          84.     Donnovan is cared for by his mother with whom he shares a small apartment. He  
22 does not have the facilities or transportation appropriate for someone with his injuries. For  
23 example, not even the apartment's bathroom is handicapped accessible.

24          85.     Donnovan's life expectancy is diminished because of his injuries, as is his future  
25 earning capacity.

26 **F.     The Impact On Ms. Dixon After Witnessing Donovan's Injury**

27          86.     Donnovan's mother, Plaintiff Crystal Dixon, was sitting in the stands at the Division  
28 I Midget Orange Bowl championship game watching Donovan play on November 6, 2011.

1           87.     Ms. Dixon witnessed Donovan attempt to tackle his opponent and, in doing so,  
2 suffer a catastrophic spinal cord injury resulting in immediate paralysis.

3           88.     Witnessing her son’s catastrophic injury has affected Ms. Dixon’s life drastically.  
4 She now suffers from depression and anxiety, both of which require regular medication. When she  
5 is not at work Donovan needs her constant care, and so any life she had outside of assisting him  
6 has all but disappeared. It has also affected Ms. Dixon’s employment at Vons Grocery, where she  
7 has worked for approximately fifteen years. Working in customer service, she often finds it  
8 difficult to focus on tasks, unexpectedly breaks down emotionally, and experiences a shortened  
9 temper and dramatic mood swings. Physically, Ms. Dixon feels as though her body is breaking  
10 down.

11     **G.     Defendants OEC Directors And Lakewood Directors Fail To Implement And Oversee**  
12     **Proper Protocol To Ensure Pop Warner Entities’ Rules And Safety Procedures Are**  
13     **Maintained And Enforced**

14           89.     According to its Bylaws, Defendant Lakewood Pop Warner provides that its  
15 objective is “to convey to the activities elements of safety, sanity, and intelligent supervision,”  
16 while imposing upon Defendant Lakewood Directors a “duty to make the welfare of the children  
17 the utmost importance...”<sup>4</sup>

18           90.     On information and belief, Defendant Lakewood Directors were tasked with  
19 developing rules and procedures relating to safe football play, including safe tackling technique  
20 and the certification of Defendant Coaches. Likewise, Defendant Lakewood Directors were tasked  
21 with establishing policies and procedures for supervision of Defendant Coaches to ensure they  
22 were following these safety rules, the 2011 Pop Warner Little Scholars Official Rules, and were  
23 properly certified. Defendant Lakewood Directors were finally tasked with enforcing these safety  
24 and certification rules and supervisory policies.

25           91.     The Bylaws mandated that Defendants Young, P. Weisenstein, Palacio, J. Sanchez,  
26 Gonzalez, C. Sanchez, Bell, D. Weisenstein, and Noble (collectively, “Lakewood Executive  
27 Board”) were tasked with managing the affairs of the Corporation and permitted to exercise all  
28

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<sup>4</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. I, Sec. 2..

1 powers of the Corporation, subject to restrictions imposed by law, the Articles of Incorporation,  
2 and the Bylaws.<sup>5</sup>

3 92. The Lakewood Executive Board was also responsible for “elect[ing] and/or  
4 approv[ing] all head coaches”<sup>6</sup> and comprised the Executive Committee, which must “meet as  
5 needed to manage the affairs of the Corporation.”<sup>7</sup>

6 93. Defendant Lakewood Directors, as a Board, had the power to “make and change  
7 regulations not inconsistent with [the] Bylaws for the management of the Corporation’s activities  
8 and affairs.”<sup>8</sup> They also had the power to “establish an appropriate method of evaluating coaches.”<sup>9</sup>

9 94. Individual Board Defendants were tasked with carrying out policy, not creating it.<sup>10</sup>

10 95. Defendant Greg Young, as President of the Lakewood Executive Board, had “the  
11 responsibility of enforcing all disciplinary procedures as outlined in the Rules and Regulations.”<sup>11</sup>

12 96. Defendant Phillip D. Weisenstein, as Vice-President of the Lakewood Executive  
13 Board, must, “in the absence of the President, perform all the duties and have all the powers of the  
14 President.”<sup>12</sup> Defendant Phillip D. Weisenstein, along with Athletic Director Defendant Roberto  
15 Carlos Gonzalez, was responsible for ensuring Defendant Coaches were certified.<sup>13</sup>

16 97. Defendant Roberto Carlos Gonzalez, as Athletic Director, was also responsible for  
17 “recruit[ing] and oversee[ing] the coach selection committee...” and “oversee[ing] the functions of  
18 all football personnel.”<sup>14</sup> Defendant Gonzalez was also tasked with “investigat[ing] and report[ing]

19  
20  
21  
22 <sup>5</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 2.

23 <sup>6</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. II, Sec. 1(h).

24 <sup>7</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VI, Sec. 1(b).

25 <sup>8</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 3(b).

26 <sup>9</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 3(h).

27 <sup>10</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 3(j).

28 <sup>11</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 1(a).

<sup>12</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 1(b).

<sup>13</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 1(b).

<sup>14</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 1(e).

1 to the President, any and all complaints regarding football coaches or managers” by “submit[ing]  
2 said complaints in writing in duplicate.”<sup>15</sup>

3 98. Defendant Tiffany Bell, as Business Coordinator of the Lakewood Executive Board,  
4 was responsible for “handl[ing] all insurance matters for the league.”<sup>16</sup>

5 99. Defendant Director/Officer Doe, as Assistant Athletic Director of the Lakewood  
6 Executive Board, and whose identity is still unknown to Plaintiffs at this time, was responsible for  
7 all duties of the Athletic Director in his absence.<sup>17</sup>

8 100. According to its website, Defendant OEC is “operated on a day-to-day basis by an  
9 elected Commissioner, [Defendant Stephen D. McGinnis], assisted by various other elected  
10 officers. A Board made up of Commissioners and the Presidents of the 28 member Associations  
11 establishes the rules and policies” for the OEC.<sup>18</sup>

12 101. According to its Bylaws, Defendant OEC provides “a supervised, safety-oriented  
13 football...program.”<sup>19</sup>

14 102. These Bylaws require formation of a Board of Presidents, which “consist[s] of  
15 Presidents of each member Association or his designated alternative.”<sup>20</sup>

16 103. Defendant OEC is “responsible for all scheduling, eligibility and enforcement of all  
17 rules and regulations adopted by the Board of Presidents.”<sup>21</sup>

18 104. Defendant OEC is governed and supervised by the Board of Presidents, the  
19 Corporation Commissioner, the Chief Deputy Commissioner, the Little Scholar Coordinator, and  
20 the Deputy Commissioners.<sup>22</sup>

21  
22  
23 <sup>15</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 1(e).

24 <sup>16</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 1(h).

25 <sup>17</sup> See Ex. A, Lakewood Pop Warner 2011 Bylaws at Art. VII, Sec. 1(q).

26 <sup>18</sup> *Orange Empire Conference, Inc.*, <http://24.199.21.46/oecweb/> (last visited February 19,  
27 2014).

28 <sup>19</sup> See Ex. B, Orange Empire Conference, Inc. 2010 Bylaws at Art. III, Sec. 2.

<sup>20</sup> See Ex. B, Orange Empire Conference, Inc. 2010 Bylaws at Art. IV, Sec. 4.

<sup>21</sup> See Ex. B, Orange Empire Conference, Inc. 2010 Bylaws at Art. V, Sec. 8.

<sup>22</sup> See Ex. B, Orange Empire Conference, Inc. 2010 Bylaws at Art. V, Sec. 1.

1           105. Defendant OEC officers include Corporation Commissioner, Chief Deputy  
2 Commissioner, Treasurer, Secretary, Cheer Commissioner, Little Scholar Coordinator, and Deputy  
3 Commissioners.<sup>23</sup>

4           106. The Corporation Commissioner is the chief executive officer of Defendant OEC,  
5 and “shall, subject to the Board of Presidents, have general supervision, direction and control of the  
6 business and affairs of the [OEC].”<sup>24</sup>

7           107. The Chief Deputy Commissioner of Defendant OEC “report[s] directly to the  
8 Corporate Commissioner and perform[s] such duties as assigned by the Corporate Commissioner”  
9 and “shall serve in the temporary absence of the Corporation Commissioner with the full  
10 responsibility of that office.”<sup>25</sup>

11           108. A Deputy Commissioner of Defendant OEC “shall serve in whatever capacity  
12 deemed necessary by the Corporation Commissioner.”<sup>26</sup>

13           109. According to the Bylaws, it is “the duty of the Corporation Commissioner, Chief  
14 Deputy Commissioner and Corporation Officers to conduct all business of the [OEC].”<sup>27</sup>

15           110. On information and belief, Defendant OEC instituted Bylaws for the governance of  
16 the Corporation, and therefore Defendants OEC Directors were expected to adhere to these Bylaws  
17 and perform in accordance with the duties of their elected positions.

18           111. On information and belief, Defendant OEC Directors were tasked with developing  
19 rules and procedures relating to safe football play, including safe tackling technique and the  
20 certification of Defendant Coaches. Likewise, Defendant OEC Directors were tasked with  
21 establishing policies and procedures for supervision of Defendant Lakewood Pop Warner and  
22 Defendant Coaches to ensure they were following these safety rules, the 2011 Pop Warner Little  
23 Scholars Official Rules, and were properly certified. Defendant OEC Directors were finally tasked  
24 with enforcing these safety and certification rules and supervisory policies.

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25           <sup>23</sup> See Ex. B, Orange Empire Conference, Inc. 2010 Bylaws at Art. V, Sec. 2.

26           <sup>24</sup> See Ex. B, Orange Empire Conference, Inc. 2010 Bylaws at Art. VI.

27           <sup>25</sup> See Ex. B, Orange Empire Conference, Inc. 2010 Bylaws at Art. VI.

28           <sup>26</sup> See Ex. B, Orange Empire Conference, Inc. 2010 Bylaws at Art. VI.

<sup>27</sup> See Ex. B, Orange Empire Conference, Inc. 2010 Bylaws at Art. V, Sec. 4.

1           112. Defendant Pop Warner Little Scholars, Inc. also required Defendants OEC and  
2 Lakewood Pop Warner to annually conduct background checks on coaches for the primary purpose  
3 of “protect[ing] the children.”<sup>28</sup>

4           113. On information and belief, Defendants OEC Directors and Lakewood Directors  
5 failed to develop rules and procedures relating to safe football play, including safe tackling  
6 technique and the proper certification of Defendant Coaches.

7           114. On information and belief, Defendants OEC Directors and Lakewood Directors  
8 failed to establish policies and procedures for the supervision of Defendant Lakewood Pop Warner  
9 and Defendant Coaches to ensure they were compliant with all safety rules, including the 2011 Pop  
10 Warner Little Scholars Official Rules, and all required coaching certifications.

11           115. On information and belief, Defendants OEC Directors and Lakewood Directors  
12 failed to enforce these safety rules and supervisory policies. For example, Defendants failed to  
13 supervise Defendant Hernandez, as head coach, to ensure he adhered to all safety rules and  
14 completed all required coaching certifications for the 2011 season.

15           116. On information and belief, Defendants OEC Directors and Lakewood Directors  
16 failed to make all reasonable efforts in good faith to obtain available liability insurance.

17           117. Defendants OEC Directors and Lakewood Directors’ failures to develop,  
18 implement, supervise, and enforce the safety rules and certification requirements was want of even  
19 scant care or an extreme departure from the ordinary standard of conduct for directors and officers.

20 **H. Defendant Pop Warner Little Scholars, Inc.’s Representations About Its Programs**

21           118. Defendant Pop Warner Little Scholars, Inc.’s Mission Statement includes the  
22 objective to provide a safe playing environment for the youth participants.<sup>29</sup> Examples of this,  
23 according to its website, include (1) “Pop Warner provid[ing] Coaching Clinics and Risk  
24 Management Training,” (2) “[a]n enforced national rule book incorporat[ing] time-tested rules,”

26 <sup>28</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
27 [http://www.popwarner.com/About\\_Us/benefits.htm](http://www.popwarner.com/About_Us/benefits.htm) (last visited February 20, 2014); *see also* Ex.  
A, Lakewood Pop Warner 2011 Bylaws at Art. X.

28 <sup>29</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
[http://www.popwarner.com/About\\_Us/mission.htm](http://www.popwarner.com/About_Us/mission.htm) (last visited February 7, 2014).

1 and (3) “[a] full-time executive support staff support[ing] all local associations and assist[ing] in  
2 sound policy creation.”<sup>30</sup>

3 119. To promote the claim that its tackle football programs are safe, Defendant Pop  
4 Warner Little Scholars, Inc. touts an “absence of catastrophic head and neck injuries” unlike higher  
5 levels of football.<sup>31</sup>

6 120. Defendant Pop Warner Little Scholars, Inc. also says it created a Medical Advisory  
7 Board to ensure “Pop Warner remains proactive on all medical issues that affect  
8 youth...football...with a primary focus on . . . safety issues.”<sup>32</sup>

9 121. Defendant Pop Warner Little Scholars, Inc. makes the following representations  
10 about its football coaches and their training on its website:

- 11 • “We provide extensive training for all of our football . . . coaches.”<sup>33</sup>
- 12 • “We have over 40,000 volunteers and coaches that are being trained every year to  
13 offer the best and safest programs for you and your children.”<sup>34</sup>

14 122. Defendant Pop Warner Little Scholars, Inc. provides its national rule book to all  
15 participating leagues at the start of each season.<sup>35</sup>

16 123. And “[a]ll coaches, football and spirit participants must abide by a Code of Conduct  
17 which includes several provisions.”<sup>36</sup> If any of these rules are broken, the League, Region, and/or  
18 National Pop Warner has the authority to impose a penalty.<sup>37</sup>

19 \_\_\_\_\_  
20 <sup>30</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
[http://www.popwarner.com/About\\_Us/mission.htm](http://www.popwarner.com/About_Us/mission.htm) (last visited February 7, 2014).

21 <sup>31</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
<http://www.popwarner.com/football/footballsafety.htm> (last visited February 20, 2014).

22 <sup>32</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
[http://www.popwarner.com/About\\_Us/benefits.htm](http://www.popwarner.com/About_Us/benefits.htm) (last visited February 20, 2014).

23 <sup>33</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
24 [http://www.popwarner.com/About\\_Us/benefits.htm](http://www.popwarner.com/About_Us/benefits.htm) (last visited February 20, 2014).

25 <sup>34</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
[http://www.popwarner.com/About\\_Us/benefits.htm](http://www.popwarner.com/About_Us/benefits.htm) (last visited February 20, 2014).

26 <sup>35</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
[http://www.popwarner.com/About\\_Us/benefits.htm](http://www.popwarner.com/About_Us/benefits.htm) (last visited February 20, 2014).

27 <sup>36</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
28 [http://www.popwarner.com/About\\_Us/benefits.htm](http://www.popwarner.com/About_Us/benefits.htm) (last visited February 20, 2014).

<sup>37</sup> See Ex. C, 2011 Pop Warner Little Scholars Official Rules at 7.

1            124. Defendant Pop Warner Little Scholars, Inc. facilitates the required online training  
2 for coaches by providing the courses for sale, while also outlining the rules and deadlines for  
3 obtaining coaching certification.<sup>38</sup>

4            125. Defendant Pop Warner Little Scholars, Inc. assists consumers in finding their local  
5 Pop Warner chapter to participate through its “National League Finder” on its website.<sup>39</sup>

6            126. Defendant Pop Warner Little Scholars, Inc. facilitates recruitment of coaches and  
7 staff through its website.<sup>40</sup>

8            127. Defendant Pop Warner Little Scholars, Inc. provides the uniform enrollment forms  
9 required to register in any Pop Warner football program nationwide.<sup>41</sup>

10           128. On information and belief, Defendant Pop Warner Little Scholars, Inc. had  
11 approximately 14,000 to 32,000 total tackle football participants in its California-based programs  
12 as of 2011. It currently has as many as eight leagues, and approximately 131 member associations  
13 located in California, with multiple divisions or teams within each member association.<sup>42</sup>

14           129. Defendant Pop Warner Little Scholars, Inc. permits as few as sixteen players and as  
15 many as thirty-five players per tackle football team roster.<sup>43</sup>

16 **I. Defendant OEC’s Representations About Its Programs**

17           130. Defendant OEC makes the following representations about its football coaches and  
18 their training on its website:

- 19           • That OEC football coaches are “expertly trained...and pass a National Coaching  
20 Certification Program, CPR/First Aid Certification, Jamz Cheer Safety Camp and

21 \_\_\_\_\_  
22 <sup>38</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
<http://www.popwarner.com/football/coachtraining.htm> (last visited January 21, 2014); *see also*  
23 <http://popwarnercoaching.humankinetics.com/> (last visited January 21, 2014).

24 <sup>39</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
[http://www.popwarner.com/About\\_Us/signup.htm](http://www.popwarner.com/About_Us/signup.htm) (last visited January 21, 2014).

25 <sup>40</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
[http://www.popwarner.com/About\\_Us/volunteer.htm](http://www.popwarner.com/About_Us/volunteer.htm) (last visited January 21, 2014).

26 <sup>41</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
<http://www.popwarner.com/forms.htm> (last visited January 21, 2014).

27 <sup>42</sup> *The Official Website of Pop Warner Little Scholars, Inc.*, POPWARNER.COM,  
[http://www.popwarner.com/League\\_Finder/California.htm](http://www.popwarner.com/League_Finder/California.htm) (last visited February 19, 2014).

28 <sup>43</sup> *See Ex. C, 2011 Pop Warner Little Scholars Official Rules at 34-35.*

1 Football the [sic] HELMET-FREE-TACKLE Safety & Performance Certification  
2 Clinic at a minimum.”<sup>44</sup> (Emphasis in original).

- 3 • OEC football coaches “spend countless hours training, attending camps and/or  
4 clinics to further their knowledge to help make the Orange Empire Conference of  
5 Pop Warner one of the Nations [sic] Leaders in Youth Football . . . .”<sup>45</sup>

6 131. Defendant OEC’s website also provides links to Defendant Pop Warner Little  
7 Scholars, Inc.’s website, including the section for completing online football coach training. It also  
8 provides links to all affiliated Pop Warner chapters within the OEC, such as Defendant Lakewood  
9 Pop Warner.

10 132. The site also provides links to all rulebooks relevant to Defendant OEC football  
11 programs, including its Bylaws, the Coaches Risk Management Manual, and the National Pop  
12 Warner Rule Book.<sup>46</sup>

13 133. Defendant OEC consists of twenty-eight member associations, all offering tackle  
14 football with up to as many as seven separate tackle divisions.<sup>47</sup> OEC “serves approximately  
15 24,000 people in over 260 teams.”<sup>48</sup> On information and belief, Defendant OEC has approximately  
16 3,000 to 6,000, or possibly more, tackle football participants in its California-based league.

17 **J. Defendant Lakewood Pop Warner’s Representations About Its Program**

18 134. Defendant Lakewood Pop Warner makes the following representations on its  
19 website: “Pop Warner requieres [sic] **ALL** Pop Warner Head Coaches to be Certified every three  
20 years through PopWarnerCoaching.com. Although all coaching staff is welcome to take this  
21 course, it is only **MANDATORY** for **HEAD COACHES**... **No Head Coach will be allowed to**

22 \_\_\_\_\_  
23 <sup>44</sup> *Orange Empire Conference, Inc.*, <http://24.199.21.46/oecweb/index.html> (last visited  
February 19, 2014).

24 <sup>45</sup> *Orange Empire Conference, Inc.*, <http://24.199.21.46/oecweb/index.html> (last visited  
February 27, 2014).

25 <sup>46</sup> *Orange Empire Conference, Inc.*, <http://24.199.21.46/oecweb/Rules.html> (last visited  
26 February 27, 2014).

27 <sup>47</sup> *Orange Empire Conference, Inc.*, <http://24.199.21.46/oecweb/index.html> (last visited  
February 27, 2014).

28 <sup>48</sup> *Orange Empire Conference, Inc.*, <http://24.199.21.46/oecweb/index.html> (last visited  
February 27, 2014).

1 **take the practice or game field until they get certified and pass a background check.**<sup>49</sup>  
2 (Emphasis in original). Head coach certification includes a safety course on proper football play,  
3 including safe tackling technique.<sup>50</sup>

4 135. The site provides links to all rulebooks relevant to Defendant Lakewood Pop  
5 Warner football programs, including its Bylaws.<sup>51</sup>

6 136. Defendant Lakewood Pop Warner also provides links to Defendant Pop Warner  
7 Little Scholars, Inc.'s website, their online coaching certification site, and their downloadable  
8 national forms. It also provides links to the website for Defendant Orange Empire Conference,  
9 Inc.<sup>52</sup>

10 137. On information and belief, Defendant Lakewood Pop Warner has approximately  
11 175 to 385, or possibly more, tackle football participants in its California-based teams.

## 12 V. CLASS ACTION ALLEGATIONS

13 138. Plaintiff Crystal Dixon brings the following class claims on behalf of herself and all  
14 persons similarly situated pursuant to Section 382 of the California Code of Civil Procedure. All  
15 three proposed Classes are ascertainable and share a well-defined community of interest in  
16 common questions of law and fact. Furthermore, these claims satisfy the numerosity, commonality,  
17 typicality, adequacy, predominance, and superiority requirements.

18 (1) The National Pop Warner Class is defined as follows:

19 All persons located in the State of California who enrolled in a Pop  
20 Warner football program four years before the date of filing this action  
21 until the final date of judgment.

22 (2) The OEC Pop Warner Class is defined as follows:

23 All persons located in the State of California who enrolled in an Orange  
24 Empire Conference, Inc. football program four years before the date of  
25 filing this action until the final date of judgment.

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25 <sup>49</sup> *Lakewood Lancers Pop Warner Football & Cheer*, <http://www.lakewoodlancers.org-/football/coach.asp> (last visited January 23, 2014).

26 <sup>50</sup> See ¶¶ 49, 66, 124, 130, *supra*.

27 <sup>51</sup> *Lakewood Lancers Pop Warner Football & Cheer*, <http://www.lakewoodlancers.org-/aboutus/documents.asp> (last visited January 23, 2014).

28 <sup>52</sup> See generally, *Lakewood Lancers Pop Warner Football & Cheer*, <http://www.lakewood-lancers.org> (last visited January 23, 2014).

1 (3) The Lakewood Pop Warner Class is defined as follows:  
2

3 All persons located in the State of California who enrolled in a  
4 Lakewood Pop Warner football program four years before the date of  
5 filing this action until the final date of judgment.

6 139. Excluded from these Classes are: (1) all Defendants; (2) any entity in which any  
7 Defendant has a controlling interest; (3) all Defendants' officers, directors, and employees; (4) all  
8 Defendants' legal representatives, successors, and assigns; and (5) the Court to which this case is  
9 assigned and its staff, and their relatives to the third degree of consanguinity or affinity.

10 140. Ms. Dixon does not know the exact number of Class members in these Classes  
11 because such information is in the exclusive control of the Defendants but she does have ample  
12 information to make a reasonable estimate. Ms. Dixon believes that National Pop Warner Class  
13 members are sufficiently numerous, with approximately 14,000 to 32,000, or possibly more, tackle  
14 football participants in California, and geographically dispersed throughout the state, and that  
15 joinder of all Class members can be substantially determined from records maintained by  
16 Defendants and its agents, including the enrollment forms completed and submitted by Class  
17 members. Ms. Dixon believes the OEC Pop Warner Class is sufficiently numerous, with  
18 approximately 3,000 to 6,000, or possibly more, tackle football participants in the OEC league.  
19 Similarly, Ms. Dixon believes the Lakewood Pop Warner Class is sufficiently numerous, with  
20 approximately 175 to 385, or possibly more, tackle football participants. Because the Classes are so  
21 numerous, joinder of all members is impracticable.

22 141. The common legal and factual questions, which do not vary from Class member to  
23 Class member and which can be determined without reference to individual circumstances of any  
24 Class member include, but are not limited to, the following material questions, each of which  
25 would meaningfully advance the litigation:

- 26 a) Whether Defendant Pop Warner Entities represented that its coaches are  
27 extensively or expertly trained and/or certified;  
28 b) Whether Defendant Pop Warner Entities misrepresented the safety of its  
programs;

- 1                   c)     Whether Defendant Pop Warner Entities’ representations about the  
2                                   qualifications of its coaches and the safety of its programs was likely to  
3                                   deceive consumers in to enrolling in their programs;  
4                   d)     Whether Ms. Dixon and the Classes are entitled to compensatory damages,  
5                                   and the amount of such damages; and  
6                   e)     Whether Defendant Pop Warner Entities should be ordered to make full  
7                                   restitution to Ms. Dixon and members of the Classes, as well as other  
8                                   injunctive relief.

9                   142.   Ms. Dixon’s claims are typical of, and not antagonistic to, the claims of the other  
10                   Class members because Defendants marketed and advertised its program through mass media and  
11                   websites with uniform statements, and the representations about safety and training are all material  
12                   or likely to be material to customers. Ms. Dixon enrolled and participated in Defendant Pop  
13                   Warner Entities’ football programs and by proving her claims she will thereby prove the claims of  
14                   all members of these Classes, and the relief sought is common to all Classes.

15                   143.   There are no material conflicts with any other member of the Classes that would  
16                   make class certification inappropriate. Ms. Dixon and her counsel will fairly and adequately  
17                   represent and protect the interests of both Classes. Ms. Dixon has retained attorneys experienced in  
18                   the prosecution of class actions, including complex cases and consumer actions, and Ms. Dixon  
19                   will prosecute this action vigorously.

20                   144.   The common questions of law and fact predominate over questions, if any exist, that  
21                   affect only individual members of these Classes, and Class members’ damages need not be  
22                   identical for purposes of certification.

23                   145.   A class action is superior to other available methods for the fair and efficient  
24                   adjudication of this controversy because individual litigation of the claims of all Class members is  
25                   impracticable. Even if every Class member could afford individual litigation, the court system  
26                   could not. It would be unduly burdensome on the courts if individual litigation of numerous cases  
27                   would proceed. By contrast, the conduct of this action as a class action, with respect to some of the  
28

1 issues presented in this Complaint, presents fewer management difficulties, conserves the resources  
2 of the parties and the court system, and protects the rights of each Class member.

3 146. Prosecution of separate actions by individual Class members would create the risk  
4 of inconsistent or varying adjudications, establishing incompatible standards of conduct for  
5 Defendants, and would magnify the delay and expense to all parties and to the court system  
6 resulting from multiple trials of the same complex factual issues.

7 147. Whatever difficulties may exist in the management of the class action will be  
8 greatly outweighed by the benefits of the class action procedure, including but not limited to,  
9 providing Class members with a method for the redress of claims that may not otherwise warrant  
10 individual litigation.

## 11 VI. CAUSES OF ACTION

### 12 A. Counts Alleged On Behalf Of Plaintiffs Donovan Hill And Crystal Dixon

#### 13 FIRST CAUSE OF ACTION 14 (Negligence – Defendant Coaches)

15 148. Plaintiffs incorporate by reference all allegations in the foregoing paragraphs.

16 149. Defendant Coaches had a duty to exercise reasonable care in training, instructing,  
17 and coaching Donovan regarding playing football generally and with respect to his tackling  
18 technique.

19 150. Defendant Coaches had a duty to exercise reasonable care in monitoring and  
20 supervising Donovan regarding playing football generally and with respect to his tackling  
21 technique.

22 151. Defendant Coaches breached these duties by failing to exercise reasonable care in  
23 training, instructing, coaching, monitoring, and supervising Donovan's football play and his  
24 tackling technique, and by ordering Donovan back into the game when he verbally informed them  
25 he was too fatigued to play.

26 152. Defendant Coaches' alleged conduct was reckless and grossly negligent because  
27 they were aware of the dangers and the occurrence of improper tackling, as well the dangers of  
28 sending a fatigued player into the game. Their approach unreasonably increased the risks beyond

1 those inherent in the sport, was entirely outside the range of ordinary activity involved in teaching  
2 or coaching football tackling techniques, and directly violated league-wide and industry-wide  
3 safety standards.

4 153. Defendant Coaches' alleged negligent conduct warrants an award of punitive  
5 damages to Plaintiff because Defendant Coaches acted with conscious disregard for Donovan's  
6 safety when Defendant Coaches knew or should have known of the probable dangerous  
7 consequences of their conduct and willfully and deliberately failed to avoid such consequences.

8 154. As a direct and proximate cause of Defendant Coaches' alleged negligence, Plaintiff  
9 Donovan Hill was seriously and permanently injured, and sustained, and continues to sustain,  
10 economic and non-economic damage.

11 **SECOND CAUSE OF ACTION**  
12 **(Respondeat Superior – Defendant Pop Warner Entities and Defendant OEC**  
13 **Commissioners)**

14 155. Plaintiffs incorporate by reference all allegations in the foregoing paragraphs.

15 156. Defendant Coaches acted as agents, servants, employees, special employees, alter  
16 egos, successors in interest, partners, joint venturers, lessees, and/or licensees of Defendant Pop  
17 Warner Entities and Defendant OEC Commissioners.

18 157. In committing the alleged acts and omissions, Defendant Coaches were acting  
19 within the course and scope of their authority as agents, servants, employees, special employees,  
20 alter egos, successors in interest, partners, joint venturers, lessees, and/or licensees, and in the  
21 transaction of the business of the employment or agency.

22 158. Defendant Pop Warner Entities and Defendant OEC Commissioners are therefore  
23 liable to Plaintiff Donovan Hill for the negligent acts and omissions of Defendant Coaches as  
24 alleged.

25 **THIRD CAUSE OF ACTION**  
26 **(Negligent Training, Supervision, and Retention – Defendant Pop Warner Entities and**  
27 **Defendant OEC Commissioners)**

28 159. Plaintiffs incorporate by reference all allegations in the foregoing paragraphs.

160. On information and belief, Defendant Pop Warner Entities and Defendant OEC  
Commissioners had the authority to train and supervise Defendant Coaches. Defendant Pop Warner

1 Entities and Defendant OEC Commissioners therefore had a duty to exercise reasonable care in  
2 training and supervising Defendant Coaches. Defendant Pop Warner Entities and Defendant OEC  
3 Commissioners knew or should have known Defendant Coaches were non-compliant with training  
4 requirements, were uninformed on the applicable rules and safety standards for tackle football,  
5 lacked adequate knowledge, skill, and experience to safely instruct and supervise tackling  
6 techniques, and negligently coached Donovan's football play as alleged, and that such negligence  
7 created an unreasonable risk of harm to Donovan. Defendant Pop Warner Entities and Defendant  
8 OEC Commissioners failed to exercise reasonable care in training and supervising Defendant  
9 Coaches because, despite this knowledge, they did not take appropriate corrective action and  
10 permitted Defendant Coaches to persist in the alleged negligent conduct.

11 161. On information and belief, Defendant Pop Warner Entities and Defendant OEC  
12 Commissioners had the authority to suspend or terminate Defendant Coaches. Defendant Pop  
13 Warner Entities and Defendant OEC Commissioners knew or should have known Defendant  
14 Coaches were non-compliant with training requirements, were uninformed on the applicable rules  
15 and safety standards for tackle football, lacked the adequate knowledge, skill, and experience to  
16 safely instruct and supervise tackling techniques, and negligently coached Donovan's football  
17 play as alleged. Defendant Pop Warner Entities and Defendant OEC Commissioners failed to  
18 exercise reasonable care by retaining Defendant Coaches in their positions and permitting them to  
19 persist in the alleged negligent conduct when suspension or termination of Defendant Coaches was  
20 the reasonable and appropriate action under the circumstances.

21 162. As a direct and proximate result of Defendant Pop Warner Entities and Defendant  
22 OEC Commissioners' alleged negligent training, supervision, and retention of Defendant Coaches,  
23 Plaintiff Donovan Hill was seriously and permanently injured, and suffered, and continues to  
24 suffer, economic and non-economic damage.

25 **FOURTH CAUSE OF ACTION**  
26 **(Negligent Infliction of Emotional Distress – Defendants Pop Warner Entities, Defendant**  
27 **OEC Commissioners, and Defendant Coaches)**

27 163. Plaintiffs incorporate by reference all allegations in the foregoing paragraphs.  
28





1           177. At all relevant times, Ms. Dixon and Class members were “consumers” as defined  
2 in Civil Code Section 1761(d), and Defendant Pop Warner Entities were “persons” as defined in  
3 Cal. Civ. Code § 1761(c).

4           178. The transactions from which these class allegations arise involve the sale or lease of  
5 services to a consumer within the meaning of Civil Code Section 1761, because, as alleged herein,  
6 Defendant Pop Warner Entities made representations to Ms. Dixon and Class members concerning  
7 the benefits and safety features of their football programs, coaches, and staff.

8           179. Defendant Pop Warner Entities’ conduct in marketing and selling its football  
9 programs to Plaintiff and Class members violates the CLRA, as described herein. Defendants’  
10 conduct violates at least the following enumerated CLRA provisions:

11           i. Cal. Civ. Code § 1770(a)(2): Misrepresenting the source, sponsorship, approval, or  
12 certification of goods or services;

13           ii. Cal. Civ. Code § 1770(a)(5): Misrepresenting that goods or services have  
14 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they  
15 do not have or that a person has a sponsorship, approval, status, affiliation, or connection  
16 which he or she does not have; and

17           ii. Cal. Civ. Code § 1770(a)(7): Misrepresenting that goods or services are of a  
18 particular standard, quality, or grade, or that good are of a particular style or model, if they  
19 are of another.

20           180. Defendants’ misrepresentations to Ms. Dixon and Class members are material in  
21 that a reasonable consumer would likely consider them important in deciding whether to enroll  
22 their child in a Pop Warner football program.

23           181. Plaintiff provided Defendants with notice of their violations of the CLRA pursuant  
24 to Civil Code Section 1782(a). Notice was transmitted by certified mail, return receipt requested to  
25 Defendant Pop Warner Little Scholars, Inc. on December 17, 2013, to Defendant Orange Empire  
26 Conference, Inc. on December 6, 2013, and to Defendant Lakewood Pop Warner on December 13,  
27 2013. Within thirty days of this notice, Defendants failed to provide appropriate relief for their  
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1 violations of the CLRA. Therefore, in accordance with Civil Code Section 1782(b)-(d), Plaintiff is  
2 entitled to maintain an action for damages under Section 1780 of the CLRA.

3 182. Defendant Pop Warner Entities' misrepresentations caused harm to Ms. Dixon and  
4 Class members who would not have enrolled in Defendants' program had they known that the  
5 promise of certified coaches and safe, supervised football programs was false and misleading when  
6 represented by Defendants. Ms. Dixon and Class members were also harmed by Defendants'  
7 misrepresentations because they paid for, but did not receive, the safe and supervised football  
8 program that Defendants' purported to provide, and therefore received a valueless product.

9 183. Ms. Dixon and Class members have all been directly and proximately damaged as a  
10 result of Defendant Pop Warner Entities' misrepresentations as described herein.

11 184. Therefore, Ms. Dixon and Class members are entitled to bring this action against  
12 Defendants and to recover and/or obtain relief, including actual damages, punitive damages,  
13 injunctive relief, restitution of money or property, such other relief as provided in Civil Code  
14 Section 1780 and the Prayer for Relief, and any other relief which this Court deems proper.

15 **SEVENTH CAUSE OF ACTION**  
16 **(Violation of Cal. Bus. & Prof. Code § 17200, et seq. – Defendant Pop Warner Entities)**

17 185. Plaintiff Crystal Dixon incorporates by reference all allegations in the foregoing  
18 paragraphs and asserts this claim on behalf of the National Pop Warner Class, the OEC Pop  
19 Warner Class, and the Lakewood Pop Warner Class.

20 186. Defendant Pop Warner Entities' have engaged in unfair competition within the  
21 meaning of California Business and Professions Code Section 17200, et seq. because Defendants'  
22 conduct is unlawful, misleading, and unfair as alleged herein.

23 187. Defendant Pop Warner Entities' business practices are unlawful because  
24 Defendants' have violated other statutes alleged herein, such as Civil Code Section 1750, et seq.

25 188. Defendant Pop Warner Entities' business practices are misleading because their  
26 misrepresentations about the safety of their football programs and the qualification of their coaches  
27 were likely to deceive consumers into enrolling in their programs when they otherwise would not.  
28

1 Accordingly, Ms. Dixon and the Class members have not experienced and/or will not experience  
2 the benefits Defendants purport to provide.

3 189. Defendant Pop Warner Entities had a duty to make such a disclosure due to its  
4 representations to the contrary.

5 190. Defendant Pop Warner Entities' business practices are unfair because they offend  
6 established public policy and/or immoral, unethical, oppressive, unscrupulous, and/or substantially  
7 injurious to consumers, which harm greatly outweighs any benefit associated with the business  
8 practice.

9 191. The Named Plaintiff, Crystal Dixon, has standing to pursue this claim because she  
10 has been injured by virtue of suffering a loss of money and/or property as a result of the wrongful  
11 conduct alleged herein. Ms. Dixon would not have enrolled her son, Donovan, in Defendant Pop  
12 Warner Entities' football program if she had known that the promise of safety and certified coaches  
13 was false when made by Defendants.

14 192. Ms. Dixon and the Classes are entitled to relief, including full restitution, which  
15 may have been obtained by Defendant Pop Warner Entities as a result of such business acts or  
16 practices, and an injunction against Defendants to cease and desist from engaging in the practices  
17 described herein.

18 **EIGHTH CAUSE OF ACTION**  
19 **(Violation of Cal. Bus. & Prof. Code § 17500, et seq. – Defendant Pop Warner Entities)**

20 193. Plaintiff Crystal Dixon incorporates by reference all allegations in the foregoing  
21 paragraphs and asserts this claim on behalf of the National Pop Warner Class, the OEC Pop  
22 Warner Class, and the Lakewood Pop Warner Class.

23 194. California Business and Professions Code Section 17500 states:

24 "It is unlawful for any person, firm, corporation or association, or any  
25 employee thereof with intent directly or indirectly to...perform services,  
26 professional or otherwise, or anything of any nature whatsoever or to induce  
27 the public to enter into any obligation relating thereto, to make or disseminate  
28 or cause to be made or disseminated before the public in this state, or to make  
or disseminate or cause to be made or disseminated from this state before the  
public in any state, in any newspaper or other publication, or any advertising  
device...or in any other manner or means whatever, including over the  
Internet, any statement, concerning...those services, professional or

1 otherwise, or concerning any circumstance or matter of fact connected with  
2 the proposed performance or disposition thereof, which is untrue or  
3 misleading, and which is known, or which by the exercise of reasonable care  
4 should be known, to be untrue or misleading...”

5 195. Defendant Pop Warner Entities caused to be made or disseminated throughout  
6 California statements that are untrue or misleading, and which were known, or which by the  
7 exercise of reasonable care should have been known to Defendants, to be untrue and misleading to  
8 consumers and Ms. Dixon.

9 196. Defendant Pop Warner Entities have violated Section 17500 because the  
10 misrepresentations set forth in this Complaint were likely to deceive a reasonable consumer.

11 197. The Named Plaintiff, Crystal Dixon, has suffered an injury in fact, including a loss  
12 of money and/or property as a result of Defendant Pop Warner Entities’ unfair, unlawful, and/or  
13 deceptive practices. Ms. Dixon would not have enrolled her son, Donovan, in Defendant Pop  
14 Warner Entities’ football program if she had known that the promise of safety and certified coaches  
15 was false when made by Defendants.

16 198. All of the wrongful conduct alleged herein occurred, and continues to occur, in the  
17 conduct of Defendant Pop Warner Entities’ business.

18 199. Ms. Dixon and the Classes are entitled to restitution and/or other equitable relief in  
19 light of the practices described herein.

### 20 **PRAYERS FOR RELIEF**

21 WHEREFORE, for Counts I through V, Plaintiff Crystal Dixon, for herself and her minor  
22 son, Plaintiff Donovan Hill, pray for relief as set forth below:

- 23 A. For all compensatory damages suffered due to Defendants’ conduct;
- 24 B. For all consequential damages suffered due to Defendants’ conduct;
- 25 C. For exemplary or punitive damages;
- 26 D. For the maximum interest provided by law, including but not limited to, Cal. Civ.  
27 Code § 3291;
- 28 E. Attorney’s fees;
- F. Costs of suit; and

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G. For such other and further relief as the Court deems proper and just.

WHEREFORE, for Counts VI through VIII, Plaintiff Crystal Dixon, on behalf of herself and the Classes, prays for relief as set forth below:

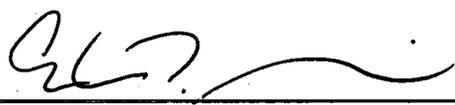
- A. Plaintiff Crystal Dixon to be appointed as Class Representative, and undersigned counsel to be appointed as Class Counsel for all three Classes;
- B. Certification of all three Classes under 23(b)(2) and (b)(3), and, alternatively, under (c)(4);
- C. Injunctive relief requiring Defendant Pop Warner Entities to permit all members of the Classes to cease their enrollment in Defendants' football programs and have all payments made pursuant to participation returned and to cease the deceptive marketing of the Pop Warner football programs, pursuant to Cal. Bus. & Prof. Code §§ 17200 and 17500, et seq., and Cal. Civ. Code § 1750, et seq.;
- D. Restitution under Cal. Bus. & Prof. Code §§ 17200 and 17500, et seq., and Cal. Civ. Code § 1750, et seq.;
- E. Actual damages, punitive damages, and such other relief as provided by California law;
- F. All available remedies pursuant to Cal. Bus. & Prof. Code §§ 17200 and 17500, et seq., and Cal. Civ. Code § 1750, et seq.;
- G. Prejudgment interest at the maximum rate;
- H. Costs of the proceedings herein;
- I. Reasonable attorneys' fees and costs as allowed by statute; and
- J. All such other and further relief as the Court deems just and proper.

**JURY TRIAL DEMANDED**

Plaintiffs request a trial by jury on all claims so triable.

DATED: March 6, 2014

HAGENS BERMAN SOBOL SHAPIRO LLP

By 

Elaine T. Byszewski (#222304)

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# **EXHIBIT A**

# LAKEWOOD POP WARNER, INC.

## BY-LAWS 2011

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## **ARTICLE I. NAME AND OBJECTIVES**

Section 1: The name of the Corporation shall be LAKEWOOD POP WARNER (LPW) effective February 13, 2004. The principal address shall be 4067 Hardwick Street #517 Lakewood, CA 90712.

Section 2: The objective of this organization is to promote, among the youth of the community, the high ideal of sportsmanship exemplified by the late Glen Scobie "Pop Warner", to instill in the youth life-long values of teamwork, dedication and a superior work ethic in the classroom and on the playing field, to inspire the ideals of health, citizenship and character. To offer youth the opportunity to participate in competitive football, cheer, and/or dance and develop skills in sportsmanship, fair play, and fellowship, to convey to the activities elements of safety, sanity, and intelligent supervision. It is our duty to make the welfare of the children the utmost importance and to maintain a program of service to the youth entirely free of adult ambition and personal glory. This corporation is organized exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code.

## **ARTILCE II. ADMINISTRATION**

Section 1: The Board. The Executive Board and Board of Directors consisting of the following elected positions shall administer the affairs of this corporation:

- i. Executive Board**
  - a. President
  - b. Vice President
  - c. Secretary
  - d. Treasurer
  - e. Athletic Director
  - f. Cheer Director
  - g. Challenger Director
  - h. Business Coordinator
  - i. Little Scholars Coordinator
  - j. Weigh Master
- ii. Board of Directors**
  - k. Equipment Manager
  - l. PTY Coordinator
  - m. Sponsorship Coordinator
  - n. Fundraising Coordinator
  - o. Snack Bar Coordinator
  - p. Assistant Cheer Director
  - q. Assistant Athletic Director
- iii. Auxiliary Board – Non Voting positions**
  - r. Webmaster
  - s. Assistant Snack Bar Coordinator
  - t. Assistant Equipment Manager
  - u. Opening Day Coordinator
  - v. Closing Day Coordinator
  - w. League One Master
  - x. Post-Season Bowl Coordinator
  - y. Jersey Coordinator

**z. Members at Large**

- a.** In the event of a vacancy in the office of President, the line of succession is delineated above in Section 1.
- b.** Any resignation by a staff member or Board member must be submitted in writing. Individuals who are removed from a staff or Board position will not be eligible to run for any Board position the subsequent three (3) years.
- c.** The elected and appointed Board shall serve for a term of two (2) years, ending December 31<sup>st</sup>.
- d.** The following positions will be elected on odd numbered years: President, Athletic Director, Cheer Director, Challenger Director, Weigh Master, Little Scholars Coordinator, PTY Coordinator and Snack Bar Coordinator.

The following positions will be elected on even numbered years: Vice President, Secretary, Treasurer, Business Coordinator, Equipment Manager, Sponsorship Coordinator, Fundraising Coordinator Assistant Athletic Director and Assistant Cheer Director.

- e.** Auxiliary Board members will serve a one (1) year term.
- f.** The President and Vice President are not allowed to be Head Football Coaches, Head Cheer Coaches or Business Managers.
  - i.** If the President or Vice President is on a team staff, the Board position will always take precedence.
- g.** No member shall serve on the Board more than two (2) consecutive terms in the same position, unless the incumbent who wishes to serve is unopposed.
- h.** The Executive Board shall elect and/or approve all head coaches.
  - i.** Based on the recommendation of the Athletic Director and Cheer Director upon interviews conducted by a sub-committee chosen by the Athletic Director and Cheer Director.
- i.** Only members of the Board of Directors that have served a minimum of two (2) consecutive years in their position can be nominated or appointed to the office of Executive Board. If no Board of Directors members qualify, a current Board of Directors member with less consecutive years may be nominated or appointed by the President
- j.** Board Member(s) who fail to dispatch (such as, but not limited to: failing to adhere to these By-Laws, the Policies & Procedures, or other applicable rules; failing or refusing to perform the duties of their office), or incompetently dispatch the duties of their offices as described herein shall be subject to dismissal with a two-thirds (2/3) vote of the entire Executive Board.
- k.** In the absence of the Head Football Coach the team's proxy shall be given to:
  - 1. Business Manager
  - 2. Head Cheer Coach
  - 3. Team Parent (Cheer or Football)

## ARTICLE III. MEMBERSHIP

**Section 1: Membership Clarification.** Membership in the Corporation shall consist of regular members, probationary members, provisional members, and such honorary members, as may be provided by the Executive Board and/or Board of Directors. The natural term of membership shall be from the time a valid membership agreement form has been submitted (including any required fees, assessments, and any required accompanying forms) (and said membership agreement is accepted by LPW) until midnight of December 31 of the calendar year in which the application was submitted. The natural term of membership for members who are elected to the Board shall be two (2) years effective January 1<sup>st</sup> following their election. The Board reserves the right to deny membership without comment.

**Regular Membership:** Regular members are as follows:

- a. Executive Board
- b. Board of Directors
- c. Auxiliary Board
- d. Team Staff
- e. Parents or Guardians of children participating in Lakewood Pop Warner, Inc., listed on the LPW Membership Agreement for the current season.

**Probationary Membership:** Probationary members do not have voting rights. Probationary members are not allowed to hold office or serve on any team staff in any capacity. A regular member or applicant of the league may be placed on probationary membership by a two-thirds (2/3) majority vote of the Board.

1. Possible reasons for being placed on probationary status include, but are not limited to:

- i. Any member of the league who has been placed on suspension, or has an outstanding debt with the league, or who refuses to participate in mandatory league activities. Any person who in the opinion of the Board has acted in a way that is detrimental to the league.

a. **Provisional Membership:** Provisional Members do not have voting rights, are not allowed to hold or run for office and must remain in good standing during the entire provisional time period. Provisional members are defined as members that have transferred from a non OEC affiliated organization. Members are considered provisionary for the first three (3) years that are affiliated with Lakewood Pop Warner Inc.

b. **Honorary Membership:** An honorary member is defined as a person displaying a supporting interest in the organization that has been nominated, approved, and awarded such membership by the Board. Honorary members do not have voting rights.

## Section 2: Termination of Membership.

- a. Member Resignation:** Any member, regular or otherwise, may terminate membership at any time upon delivery to the Secretary of the Corporation a written resignation, signed by the resigning member, and stating the effective date of such resignation. A verbal resignation to any or all Board members will also serve as notification and later documented by the league Secretary.
- b. Membership Termination:** The Board, by two-thirds (2/3) vote, at any duly constituted meeting, shall have the authority to terminate the membership of any member when the member is displaying conduct of nonconformance with the Articles of Incorporation, By-Laws, Rules & Regulations (including owing any money or property of LPW, Orange Empire Conference, or National Pop Warner Little Scholars Inc.).

Section 3: Liability. No members of the Corporation whether regular or otherwise, shall be personally or otherwise liable for any of the debts, liabilities, or obligations of the Corporation.

## ARTILCE IV. MEETINGS

### Section 1: General Membership Meeting

- a. Meeting Requests.** General membership meetings may be called by the Executive Board and/or Board of Directors to allow regular members to vote on a specific issue. Any regular member may request that a special meeting of the membership be called to discuss a specific issue by submitting a written request to the Board signed by five percent (5%) of the membership.
- b. Voting.** Only Executive Board, Board of Directors and Team Staff are entitled to one (1) vote at all General Membership Meetings.
- c. Vacancies.** All vacancies on the Executive Board and/or Board of Directors existing after the conclusion of the General Elections shall be filled by appointment of the President with the confirmation of a simple majority vote by a quorum of the Board Members.
- d. Proxy votes.** Proxy votes are not allowed at General Membership Meetings, other than Executive Board, Board of Directors and Team Staff.
- e. Proceedings.** Roberts Rules of Order shall govern the proceedings of all LPW meetings, except where it conflicts with the By-Laws of the Orange Empire Conference, Inc., or Lakewood Pop Warner, Inc.

## Section 2: Board Meetings.

- a. Regular Board Meetings.** Regular meetings of the Board are held at a place and time determined by the President, Vice President and/or Secretary at least seven (7) days prior to said meeting. In the event of a change in meeting time or place, all members of the Board including team representatives shall be notified.
- b. Special Board Meetings.** Special meetings may be called by the President or upon request of not less than five (5) voting Board members. No business other than that specified in the notice (agenda) of the meeting shall be transacted at any special meeting.
- c. Quorum:** One-third (1/3) of the members of the Executive Board and/or Board of Directors shall constitute a quorum, excluding members at large and non-voting Board members.
- d. Absences.** Excessive unexcused absences, not those excused by the President, shall be deemed, by the President, to have submitted their resignation. The President determines what is excused and what is not.
- e. Notification.** Notification for any excused absence should be directed to the President, and/or Secretary.

## ARTICLE V. ELECTIONS

### Section 1: General Elections

- a. General Elections:** Elections shall take place during week eight (8), at the practice fields. The date, time, and place of polling locations shall be posted on the league website. Every effort will be made to notify all members by providing flyers and/or an email to all teams for copying and distribution.
  - 1. Nominations for any and all offices shall be submitted in writing to the League Secretary at least one (1) week prior to the election, phone nominations are not permitted. The League Secretary shall keep a record of who made each nomination, if the nomination was accepted, and when it was submitted. It shall be the responsibility of the League Secretary to prepare and create all ballots for the election process. Ballots shall have the names of the all nominees immediately under the title of the office for which they are running.
  - 2. Candidates must be a member of Lakewood Pop Warner in good standing. Members currently under suspension or with debts outstanding to the league, OEC, or Nationals are ineligible to run for office. Any person convicted of a crime involving a child, is ineligible to hold office.

3. One (1) ballot shall be issued only to the Regular Membership present at election provided they are in good standing with the league.
  - a. Only one (1) parent or guardian in good standing from an official league membership list may vote once regardless of the number of participants.
  - b. The Parent or guardians signature verification is required prior to receiving an official voting ballot.
4. For an elected office of the Executive Board and/or Board of Directors, a nominee must poll the majority of the total votes cast for that office if opposed; or two-thirds (2/3) of the ballots shall be marked favorably if unopposed.
5. If requested, candidates shall be given (2) two minutes to present their qualifications and or reasons for running for office. In the event the candidate is not able to attend in person a pre-written statement from the candidate may be read.
6. All elections shall be held by secret ballot.
7. The President has the authority to cancel, reschedule, modify, or end election process due to unusual circumstances.
8. Votes shall be counted by three (3) Board Members, appointed by the president, not up for election.
9. At the conclusion of the elections, the newly elected officers will be posted on the league Web Site.
10. Total count of votes for each office shall be recorded and made available upon request within a period of thirty (30) days following the election.

## **ARTICLE VI. COMMITTEES**

Section 1: Committee Formation. The President or Executive Board shall appoint such committees as necessary to run Corporation business. To prevent any personal inurement it is necessary for the President to assign Board members to specific committees prior to the beginning of the season for the purpose of planning and/or organization.

- a. Each committee shall keep regular minutes of their proceedings and report the same to the Board when required.

- b. The President, Vice President, Secretary, Treasurer, Athletic Director, Cheer Director, Business Coordinator, Weigh Master, and Little Scholars Coordinator will serve as the Executive Committee and will meet as needed to manage the affairs of the Corporation.

## **ARTICLE VII. EXECUTIVE BOARD AND BOARD OF DIRECTORS**

### **Section 1: Board and Positions and Duties.**

#### **ii. Executive Board**

- a. **PRESIDENT:** The President shall preside over all the meetings of the “Board”. The President is required through committee, to prepare a budget for the year. This shall be presented to the Board at the February meeting. He/she is also responsible to report any deviations from the budget on a monthly basis. The President shall be bonded by the organization. The President, at any time in case of emergency, on a temporary basis, may appoint any member of the Board to another position in the organization without appointee relinquishing his/her current duties on the Board during said appointment. The President or the Vice President must approve all scrimmages. The President shall appoint at least one (1) alternate representative from the Board to the Conference Board of Presidents no later than January of each year. If Lakewood Pop Warner Inc. loses its vote on the Conference Board of Presidents due to lack of attendance at Conference Board Meetings, the President will be immediately terminated from office for the remainder of his/her term. The President shall have the responsibility of enforcing all disciplinary procedures as outlined in the Rules and Regulations. At the end of November elections, the out-going President shall appoint an Audit Committee with the approval of the Board, consisting of two (2) current Board Members and two (2) incoming Board Members to audit the financial records. He/she shall be responsible for Bowl Game arrangements and signing/scheduling practice fields and scheduling teams on them.
- b. **VICE-PRESIDENT:** The Vice President shall, in the absence of the President, perform all the duties and have all the powers of the President. The Vice-President or the President must approve all scrimmages. He/she shall along with the Athletic Director preside over certification. The Vice President shall act as a liaison representing Lakewood Pop Warner in all Lakewood High School matters.
- c. **SECRETARY:** The Secretary shall maintain the corporate records which shall include the following: copy of all minutes including those of committees, copy of all Treasurer Reports, copy of all Board attendance records, copy of the budget and follow-up reports, copy of all resolutions numbered in reference. He/she shall keep the minutes of all meetings of the Board. He/she shall serve all notices required by law or the By-Laws of the Corporation. In case of his/her absence, refusal of inability to act, any member whom the President may direct may perform his/her duties. He/she shall notify persons prior to any meetings requiring their presence. He/she is responsible for keeping a record of all

nominations submitted for the annual elections and creating ballots from the nominations received.

- d. **TREASURER:** The Treasurer shall be responsible for maintaining the corporate financial records. The Treasurer shall be bonded by the organization. His/her duties shall be such as are implied by name. He/she shall furnish, prepare and keep a full set of books of account, showing every detail of the Corporation activities and accounts and all receipts and disbursements of every name and nature and the amount of cash on hand and money owed by the Corporation or owed to it, and any such other information as may be in the judgment of Treasurer, pertinent or such as may be required by the Board. A complete financial statement shall be prepared and provided to the President not earlier than one (1) month, and not later than seven (7) days prior to the General membership meetings, and shall give summary financial reports at monthly Board meetings. The Treasurer shall ensure all applicable Tax Returns are filed for the previous tax year by July 15<sup>th</sup>.
- e. **ATHLETIC DIRECTOR:** The Athletic Director shall recruit and oversee the coach selection committee and present to the Board any person interested in coaching teams for the Corporation. He/she shall oversee the functions of all football personnel. He/she shall in conjunction with Lakewood High School coaching staff develop a program for coaches to support the High School and participate in football related activities during the season. He/she shall preside over player sign-ups and team assignments in conjunction with the Cheer Director. He/she along with the Vice President will preside over football certification. He/she shall present updated rosters to the President and inform the President of any team assignment changes. He/she shall investigate and report to the President, any and all complaints regarding football coaches or managers. The Athletic Director for review by the Board must submit said complaints in writing in duplicate. The Athletic Director in conjunction with the Cheer Director will be responsible for assigning football and cheer teams to the approved, permitted parks.
- f. **CHEER DIRECTOR:** The Cheer Director shall recruit and oversee the coach selection committee and present to the Board any person interested in coaching teams for the Corporation. He/she shall oversee the functions of all cheer personnel. He/she shall in conjunction with Lakewood High School cheer staff develop a program for cheer coaches to support the High School and participate in cheer related activities during the season. He/she shall preside over cheer & dance sign-ups and team assignments in conjunction with the Athletic Director. He/she along with the Vice President will preside over cheer certification. He/she shall present updated rosters to the President and inform the President of any team assignment changes. He/she shall investigate and report to the President all complaints regarding cheerleaders, all adult cheer staff, and youth assistants. The Cheer Director for review by the Board must submit said complaints in duplicate.
- g. **CHALLENGER DIRECTOR:** The Challenger Director is responsible for understanding the rules and regulations of the Challenger program. The Challenger Director shall recruit and oversee the buddy and coach selection and present to the Board any person interested in volunteering for the Corporation. He/she shall oversee the

functions of all Challenger personnel. He/she shall preside over player sign-ups and team assignments in conjunction with the Athletic Director and Cheer Director. He/she shall present updated rosters to the President and inform the President of any team assignment changes. The Challenger Director in conjunction with the Athletic Director and Cheer Director will be responsible for assigning football and cheer teams to the approved, permitted parks. He/she shall investigate and report to the President all complaints regarding Challenger football players, cheerleaders, buddies all adult cheer staff, and youth assistants.

- h. BUSINESS COORDINATOR:** The Business Coordinator shall be responsible for obtaining permits for practice and game fields, meeting rooms, and any special events approved by the Board. He/she shall handle all insurance matters for the league. He/She shall ensure team Business Managers comply with team money requirements and monitor their activities/duties per Lakewood Pop Warner Policies and Procedures. He/She shall be responsible for creating a master membership list. To investigate, approve or disapprove, the activities, fundraising or other, of individual team(s). He/she shall carry out such other duties of the Board relative to the Corporation business arrangements.
- i. LITTLE SCHOLARS COORDINATOR:** The Little Scholars Coordinator shall be responsible for the following duties: The Little Scholars Coordinator shall be responsible for obtaining report cards from each team member. He/she shall be responsible for the distribution and collection, from each eligible team member, the Conference Little Scholar application form. He/she, in conjunction with the President, shall be responsible for the evaluation of each submittal and recommendation to participate in National Conference. He/she shall be the Coordinator of the scholarship committee and shall maintain a procedure for determining eligible candidates as approved by the Board.
- j. WEIGH MASTER:** The Weigh Master shall be responsible for the following duties:
  - 1. Ensure each football player who participates in a game under Lakewood's jurisdiction conform to the Conference's age and weight rules.
  - 2. Ensure each player is wearing approved equipment to ensure that each player is properly protected.
  - 3. Prevent any player who does not conform to from participation in that game.
  - 4. Be responsible for field set-up and dismantlement after each home game.
  - 5. Provide a scorekeeper for each home game.
  - 6. Provide a member to work the field gate during home games.

**iii. Board of Directors**

- k. EQUIPMENT MANAGER:** The Equipment Manager shall be responsible for the following duties:
  - 1. Responsible for Corporation football equipment used by all teams authorized to participate.
  - 2. He/she shall maintain an accurate inventory of the Corporation's athletic equipment and property.

3. He/she shall submit an inventory report to the Board no later than January 15<sup>th</sup> of each year, with a statement of condition of such equipment.
  4. He/she shall be responsible for procuring bids (at least three (3)) for new equipment as required. Any purchases in excess of one hundred dollars (\$100) shall be presented to the Board for approval. Any purchase under \$100 should be approved by the President or Vice President.
  5. He/she shall maintain accurate financial records for all equipment purchases and submit to the Board at monthly meetings.
- l. PTY COORDINATOR:** The PTY Coordinator shall be responsible for the following duties by him/her self or committee:
1. Responsible for procuring bids and providing samples (at least three (3)) for team pictures and trophies and yearbook for end of season distribution including post-bowl trophies, plaques, or patches. The Coordinator will present bids to the Board for final selection by the 1<sup>st</sup> meeting in May.
  2. The Coordinator will coordinate and establish a schedule for picture day with photographers. Picture day shall be scheduled before the end of September.
  3. The Coordinator will present a plan to ensure that trophies and yearbooks will be completed before the end of the season to be distributed at individual team banquets.
  4. He/she shall maintain accurate financial records of all monies disbursed and received on the form of a fundraising ledger, make weekly deposits to Treasurer, and submit to the Board at monthly meetings.
- m. SPONSORSHIP COORDINATOR:** The Sponsor Coordinator shall be responsible for the following duties:
1. The Sponsor Coordinator shall conduct and obtain sponsors for the league along with the securing of ads for the League yearbook.
  2. Provide team Business Managers with the league sponsorship letter and donation guidelines.
- n. FUNDRAISING COORDINATOR:** The Fundraising Coordinator shall be responsible for the following duties by:
1. The league Fundraising Coordinator is responsible for any approved fundraising conducted by the league to raise money for the season including mandatory league fundraisers.
  2. He/she shall secure two (2) bids and present a purchasing plan for any items to be sold as wearables by the league for approval by the Board. He/she will coordinate with the Snack Bar Coordinator to ensure the separation of monies between snack bar and wearable fundraising.
  3. League Level wearable sales will be conducted at Sign-Ups, Opening Day, & during home games (this is not an inclusive list). An inventory log will be maintained to accurately track wearable sales.
  4. All fundraising activities shall be presented to the Board for approval.

- o. **SNACK BAR COORDINATOR:** The Snack Bar Coordinator shall purchase supplies for the snack bar and designate working schedules for each participating team. He/she must handle any emergencies arising with such items. He/she is to keep an accurate account of all monies disbursed and received and make weekly deposits to the Treasurer. At the end of each season, the books and monies must be turned over to the Treasurer for audit. He/she will coordinate with the Fundraiser Coordinator to ensure the separation of monies between snack bar and wearable fundraising.
- p. **ASSISTANT CHEER DIRECTOR:** The Assistant Cheer Director shall, in the absence of the Cheer Director, perform all the duties and have all the powers of the Cheer Director.
- q. **ASSISTANT ATHLETIC DIRECTOR:** The Assistant Athletic Director shall, in the absence of the Athletic Director, perform all the duties and have all the powers of the Athletic Director.

iv.        **Auxiliary Board**

- r. **WEBMASTER:** He/She shall maintain, monitor, and administer the league website. His/her duties shall be such as are implied by name. Additional responsibilities will include the set-up and monitoring of team website(s).
- s. **ASSISTANT SNACK BAR COORDINATOR:** The Assistant Snack Bar Coordinator shall, in the absence of the Snack Bar Coordinator, perform all the duties and have all the powers of the Snack Bar Coordinator. Coordinator.
- t. **ASSISTANT EQUIPMENT MANAGER:** The Assistant Equipment Manager shall, in the absence of the Equipment Manager, perform all the duties and have all the powers of the Equipment Manager.
- u. **OPENING DAY COORDINATOR:** The Opening Day Coordinator in conjunction with the Snack Bar Coordinator shall oversee all activities and functions of Opening Day.
- v. **CLOSING DAY COORDINATOR:** The Closing Day Coordinator shall oversee all activities and functions of Closing Day.
- w. **LEAGUE ONE MASTER:** This person shall be responsible for player, cheerleader, and volunteer data entry, updates, copies, and disbursement of rosters.
- x. **POST SEASON BOWL COORDINATOR:** NEED DESCRIPTION
- y. **JERSEY COORDINATOR:** The Jersey Coordinator shall be the leason between teams obtaining jersey sizes, number, names, handle distribution of all jerseys and take care of all corrections.

- z. MEMBER AT LARGE:** He/she will be the approved Business Manager from each team and will represent their respective teams at Board meetings. He/she is entitled to one (1) vote on those items requiring a vote. In the absence of the team Business Manager and Head Coach, the Cheer Coach shall attend the meeting and have the team's proxy.

Section 2: GENERAL POWERS OF THE EXECUTIVE BOARD. The Executive Board manages the affairs of the Corporation, and subject to the restrictions imposed by law, by the Articles of Incorporation, or by these By-Laws, may exercise all of the powers of the Corporation.

Section 3: SPECIFIC POWERS OF THE BOARD. Without prejudice to such general powers, it is hereby expressly declared that the Board shall have the following power:

- a.** To adopt and alter a common seal of Corporation.
- b.** To make and change regulations not inconsistent with these By-Laws for the management of the Corporation's activities and affairs.
- c.** To appoint and remove, with cause, agents, and officers, of the Corporation.
- d.** To set fees prior to registration each season.
- e.** To pay for property purchased by the Corporation, either wholly or partly in money.
- f.** To select and designate such bank or trust company, as they deem advisable as official depository of the funds of the Corporation and to describe and order that manner in which such deposit shall be made or withdrawn.
- g.** To elect/approve all Head Coach positions by a simple majority vote based on the recommendation of the Selection Committee.
  - i.** Based on the recommendation of the Head Coach the board will elect and approve all team staff positions.
- h.** To establish an appropriate method of evaluating coaches.
- i.** To investigate, approve or disapprove, the activities, fundraising or other, of individual team(s) as recommended by the Business Coordinator.
- j.** Individual Board members don't make policy, they carry it out. Any policy or program must be first presented to the Board for approval including rules not written in Nationals, OEC, and Lakewood Pop Warner By-Laws or Policies and Procedures.
- k.** To suspend or remove any officer or member of the Corporation who by their action, inaction or behavior is detrimental to the welfare of the Corporation. Suspension or removal requires a two-thirds (2/3) vote of the Executive Board and/or Board of Directors

- l.** Any single voting Board member may immediately suspend or remove any member when the person's action or inaction or behavior is the cause of physical harm or is presenting eminent danger to another individual or situation.
- m.** Any single voting Board member may immediately suspend or remove any member when person's action or inaction or behavior is in violation of these By-Laws, the Policies & Procedures, Code of Conduct, and/or any Conference or National Rules and Regulations.

Section 4: COMPENSATION OF DIRECTORS. Directors shall not receive any cash compensation for their services as Directors, but may be reimbursed for authorized expenditure of legitimate expenses. The President and Vice President may authorize up to \$300.00 in legitimate expenditures requested by Board members, as needed for the use of LPW supplies or functions. The President or Vice President shall report these expenses to the Treasurer.

- a.** All expenses shall be supported by detailed receipts.

## **ARTICLE VIII. HEAD FOOTBALL & CHEER COACHES**

### Section 1: Head Football Coach.

- a.** The duties and responsibilities of the Head Football Coaches are as defined in the National Rules, Conference Rules, Policies and Procedures and By-Laws. He/she shall be responsible to the Executive Board of this organization.
- b.** All coaches shall submit a resume of qualification to the Athletic Director. Coach candidates must present themselves to appointed Coach Selection Committee for interview, program review and discussion. Approved coaches to be presented to the Executive Board for final approval.
- c.** The Head Football Coach is responsible for his/her entire team, including the football and cheer participants, staff and members. He will have final approval on all matters regarding his team.

### Section 2: Head Cheer Coach.

- a.** The duties and responsibilities of the Head Cheer Coaches are as defined in the National Rules, Conference Rules, Policies and Procedures and By-Laws. He/she shall be responsible to the Executive Board and/or Board of Directors of this organization.
- b.** All coaches shall submit a resume of qualification to the Cheer Director. Coach candidates must present themselves to appointed Coach Selection Committee for interview, program review and discussion. Approved coaches to be presented to Executive Board for final approval.

## **ARTICLE IX. FEES**

Section 1: All members shall be responsible for all fees. All Executive and Board of Director members shall have participants' league-level fees waived.

- a. Auxiliary Board members shall have their league shift deposit waived the year they hold a position on the Board.

## **ARTICLE X. MANDATORY BACKGROUND CHECKS**

Section 1: Definitions. In accordance with National Pop Warner rules, Part III, Article 21, all coaches, Board members and any other persons or volunteer workers who have repetitive access to or contact with the players and/or spirit participants must submit to a mandatory background check.

- a. In addition to OEC's By-Law, Article XI, section 12, a & b, the following will not be allowed to serve in any capacity on any team staff, Board, and/or any volunteer position, and will be denied membership:
  - i. Any person whose background check reveals a conviction for any violent felony crime;
  - ii. Any person whose background check reveals a conviction for any misdemeanor/felony against a minor; or
  - iii. Any person registered as a sex offender or appearing and/or registered on Megan's Law

## **ARTICLE XI. AMMENDMENTS**

Section 1. Amending By-Laws. Requires that proposed By-Law changes be read at three (3) consecutive meetings before a vote may be taken. All sections of the By-Laws may be amended or altered except Article I, Section 1, by a two-thirds (2/3) vote of the Executive Board and/or Board of Directors.

- a. In order to amend or alter Article I, Section 1 the following conditions must be met first:
  - 1. A unanimous vote by the Board.
  - 2. Approval by the conference.
  - 3. A quorum of twenty (20%) percent of the membership must be present at a special General Membership meetings and two-thirds (2/3) majority is needed.

## ARTICLE XII. GENERAL

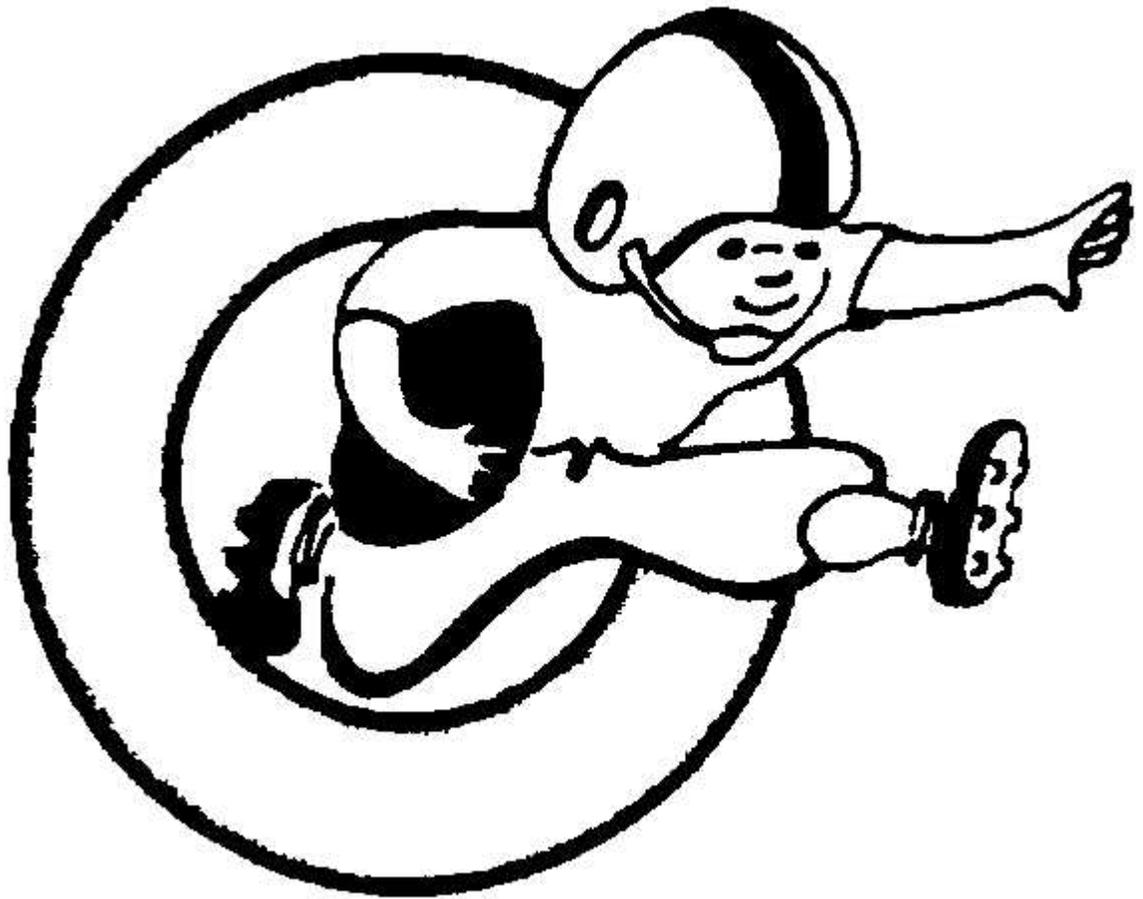
Section 1: Miscellaneous: In the event a situation arises not covered by these By-Laws, the 'Executive Board and/or Board of Directors' shall refer to the Conference's current By-Laws and Rule books and adhere to such as though contained herein and part of these By-Laws.

Section 2: Members: Members must comply with the regulations and guidelines as stated in the Policies & Procedure

### ***SIGNATURES OF EXECUTIVE BOARD AND BOARD OF DIRECTORS MEMBERS***

<b>Position</b>	<b>Name</b>	<b>Signature</b>
President:	Greg Young	Signature on File with Secretary
Vice President:	Phil Weisenstein	<i>Signature on File with Secretary</i>
Secretary:	Destini Palacio	Signature on File with Secretary
Treasurer:	Joey Sanchez	Signature on File with Secretary
Athletic Director:	Carlos Gonzalez	<i>Signature on File with Secretary</i>
Cheer Director:	Colleen Sanchez	<i>Signature on File with Secretary</i>
Business Coordinator:	Tiffany Bell	<i>Signature on File with Secretary</i>
Little Scholars Coordinator:	Dawn Weisenstein	<i>Signature on File with Secretary</i>
Weigh Master:	Jeff Noble	Signature on File with Secretary
Equipment Manager:	Larry Nelson	<i>Signature on File with Secretary</i>
PTY Coordinator:	TBD	Signature on File with Secretary
Sponsorship Coordinator:	Geena Nieto-Goddard	<i>Signature on File with Secretary</i>
Fundraising Coordinator:	Judy Haley	<i>Signature on File with Secretary</i>
Snack Bar Coordinator:	Cheryl Diaz	<i>Signature on File with Secretary</i>
Assistant Cheer Director:	Amy Rivera	<i>Signature on File with Secretary</i>
Assistant Athletic Director:	TBD	<i>Signature on File with Secretary</i>

# **EXHIBIT B**



# **Orange Empire Conference, Inc.**

## **By-Laws**

Revised: January 8, 2010

# **ORANGE EMPIRE CONFERENCE, INC.**

## **BY-LAWS**

### **ARTICLE I**

**Name:** This Corporation shall be known as the ORANGE EMPIRE CONFERENCE, INC. – (sometimes referred to as O.E.C. within this document)

**Gender:** The use of the masculine gender herein shall include the feminine gender.

**Color:** Orange

**Logo/Insignia:** As presently contained in the letterhead of ORANGE EMPIRE CONFERENCE, INC.

### **ARTICLE II**

#### **Principal Office:**

The office of the principle place of business of ORANGE EMPIRE CONFERENCE, INC. shall be within the geographic boundaries as stated in Article XI. The Corporation's current mailing address is P.O. Box 7652, Huntington Beach, CA 92615-7652.

### **ARTICLE III**

#### **Objectives:**

**Section 1:** This Corporation is a non-profit public benefit corporation and is not organized for the private gain of any person.

**Section 2:** The specific purpose of the ORANGE EMPIRE CONFERENCE, INC. shall be to implant, firmly in the youth of the communities, the ideals of good sportsmanship, honesty, loyalty and courage so that they may be finer, stronger, healthier and happier youths who may reflect credit upon themselves, their parents and their communities. This objective shall be achieved by providing a supervised, safety-oriented football and cheerleading program. The supervisors shall bear in mind that winning is secondary and that the molding of the future adults is of primary importance. An additional objective is to stress the importance of scholastic achievement.

#### **Organization:**

**Section 1:** This Corporation is organized exclusively for charitable purposes within the meaning of Section 501 (C) (3) of the Internal Revenue Code.

**Section 2:** No substantial part of the activities of this Corporation shall consist of carrying propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign, including the publishing or distribution of statements on behalf of any candidate for public office.

## **Property:**

The property of this Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person. Upon the dissolution or winding up of this Corporation, its assets remaining after payment or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a non-profit fund, foundation or corporation which has established its tax exempt status under Section 501 (C) (3) of the Internal Revenue Code.

## **ARTICLE IV**

### **Membership:**

**Section 1:** Membership in the Corporation shall consist of any organized football association, which meets the ORANGE EMPIRE CONFERENCE, INC. requirements and that has been approved for entry by the Governing body.

**Section 2:** Football associations seeking membership, providing they meet the Corporation requirements, shall be admitted by two-thirds (2/3) vote of the Board of Presidents for one (1) playing season of probation, at the end of which a final vote shall be taken for approval of regular membership.

- A) Associations that in the opinion of OEC, have re-organized with the intent of avoiding previous debt, shall not be eligible for membership.
- B) Approval of regular membership shall require a 2/3 majority vote of the Board of Presidents, a quorum being present. There are no required criteria that mandate approval of regular membership, such approval is at the sole discretion of the current Board of Presidents.
- C) At the option of the Board of Presidents and by a 2/3 majority vote, Probationary Associations may have their probationary status extended for a period of time deemed appropriate.
- D) Any Probationary Association that has failed to gain approval for regular membership or an extension of probation, upon such vote but in no event later than December 31<sup>st</sup> of the current year, shall immediately cease to be affiliated with the ORANGE EMPIRE CONFERENCE, INC. All monies due to OEC for an Association that fails to gain such membership or probation extension approval shall become due and payable upon the date of such vote or December 31<sup>st</sup> of the current year (whichever occurs first).

**Section 3:** Members of this Corporation shall be:

- 1) Anaheim Pop Warner Jr. League Football Association
- 2) Baldwin Park Pop Warner Football & Cheer (Probationary)
- 3) Bell Youth Football & Cheer Athletic Association (Probationary)
- 4) Brea Jr. Athletic Association
- 5) Canyon Hills Jr. Athletic Association
- 6) Costa Mesa Jr. Football
- 7) Cypress Youth Athletic Association
- 8) Fullerton Jr. Athletic Association
- 9) Garden Grove Pop Warner Football
- 10) Hacienda La Puente Pop Warner Football, Inc.

- 11) Huntington Beach Pop Warner, Inc.
- 12) La Habra Jr. Athletic Association
- 13) Lakewood Pop Warner, Inc.
- 14) La Mirada Matadors Youth Football
- 15) Greater Long Beach Football Pop Warner Football and Cheer Association, Inc.
- 16) Los Alamitos Pop Warner
- 17) Montebello Pop Warner
- 18) North Long Beach Pop Warner, Inc.
- 19) Norwalk Pop Warner Association, Inc.
- 20) Pasadena - Trojan Youth Football & Cheer
- 21) Saddleback Valley Pop Warner, Inc.
- 22) Santa Ana Association Pop Warner Football, Inc.
- 23) Santa Margarita - Trabuco Canyon Pop Warner Football, Inc.
- 24) South Coast Youth Football, Inc.
- 25) Stanton Pop Warner
- 26) Tri Cities Pop Warner and Cheer Inc.
- 27) Tustin Youth Football, Inc.
- 28) Yorba Linda Pop Warner, Inc.

**Section 4:** Members of this Corporation shall form a Board of Presidents. The Board of Presidents shall consist of Presidents of each member Association or his designated alternate. The designated alternate shall serve only in the absence of the Association President. The designated alternate shall be a member of the Association Board of Directors.

**Section 5: Removal of Membership:**

The Board of Presidents of this Corporation may terminate a membership of a member Association by an affirmative two-thirds (2/3) vote, with or without cause. Notice of termination shall be presented in writing to said member Association President, or any member of said Association Board of Directors.

**Resignation of Membership:**

A tender of resignation, in writing, to the Board of Presidents of this Corporation shall automatically terminate a membership.

Any member Association terminated for whatever reason shall have no claim on any property or assets of this Corporation.

**Liability:**

**Section 1:** No member of this Corporation shall be liable for the debts, or be in any way responsible for the functions, activities or policies of the ORANGE EMPIRE CONFERENCE, INC. or any Association.

**Section 2:** Each Association shall hold the Corporation, its officers and employees harmless from any and all liabilities for damages sustained to or claimed as personal or property damages arising from acts, omissions or negligence of the member Association, its agents or employees.

## **ARTICLE V**

### **Government:**

- Section 1:** The government of this Corporation shall be under the supervision of the Board of Presidents, the Corporation Commissioner, Chief Deputy Commissioner and the Corporation Officers.
- Section 2:** The Officers of this Corporation shall consist of: the Corporation Commissioner, the Chief Deputy Commissioner, the Treasurer, the Secretary, the Cheer Commissioner, the Little Scholar Coordinator, and the Deputy Commissioners.
- Section 3:** The maximum number of Deputy Commissioners shall not exceed one-half (1/2) of the total number of member Associations (regular and probationary, rounding down).
- Section 4:** It shall be the duty of the Corporation Commissioner, Chief Deputy Commissioner and Corporation Officers to conduct all business of the ORANGE EMPIRE CONFERENCE, INC.
- Section 5:** Official business of the Corporation may be conducted at a regular or special meeting of the Corporation, if a quorum of the Board of Presidents is present. A quorum shall consist of a simple majority of the total number of Association Presidents in the Corporation in good standing.
- Section 6:** Regular meetings shall be held monthly at a minimum. No regular meeting may be cancelled if such cancellation would violate this monthly minimum requirement unless approved by a 2/3 majority vote of the Board of Presidents. The annual meeting shall be the first meeting in January.
- Section 7:** The Corporation shall be the liaison between National Pop Warner and the Associations affiliated with this Corporation.
- Section 8:** The Corporation shall be responsible for all scheduling, eligibility and enforcement of all rules and regulations adopted by the Board of Presidents.
- Section 9:** The Corporation shall act as agent for payment of dues to National Pop Warner and the payment of insurance and officials to cover all Associations of the Corporation.
- Section 10: Nominations / Elections**  
For the purpose of this section, the term "Corporation Officer" and the like shall include those positions listed in Section 2 of this Article (above).

#### **Nominations -**

1. Nominations for Corporate Officers shall be made by any President or Corporation Officer at least six weeks prior to the end of the calendar year.
2. Nominations for any and all offices shall be submitted to the Corporation Secretary. The Corporation Secretary shall keep a confidential record of who made each nomination.
3. The Corporation Secretary shall contact all nominees and verify their acceptance of all nominations prior to placing their name on any ballot.

4. An individual may be nominated for any number of offices. An individual's name shall appear on the ballot for every office for which they have accepted the nomination.
5. Qualifications for nominees for the offices of Corporate Commissioner, Chief Deputy Commissioner as well as Deputy Commissioner, at a minimum must include either, previous service as an O.E.C. Corporate Officer, or previous service as a President (or other titled Chief Executive Officer) at the Association level. Nominees failing this qualification may still be nominated upon approval of a simple majority of the Board of Presidents, a quorum being present. (This item applicable from the Dec. 2005 elections on).
6. A nominee that has accepted a nomination, may only be kept off, or removed from, the ballot by a simple majority vote of the Presidents, a quorum being present, - or at their own request.

#### **Elections -**

- 1) The election for any given year shall be held at any regularly scheduled meeting in the month of December, and there shall only be one election date in any given year.
  - a) The election for the Corporation Commissioner and Chief Deputy Commissioner shall be held in the month of December in even-numbered years by secret ballot.
  - b) The election for all other Corporation Officers shall be held in the month of December of odd numbered years by secret ballot.
- 2) It shall be the responsibility of the Corporation Secretary to prepare and create all ballots for the election process.
- 3) Ballots shall be counted by at least three (3) persons that are not nominees and presided over by the current Corporate Secretary.
- 4) Ballots for the election of the Corporation Commissioner, Chief Deputy Commissioner, Secretary, Treasurer, Cheer Commissioner, and Little Scholars Commissioner, when more than one candidate is listed, shall have the names of all nominees noted immediately under the title of the office in an order drawn by 'lot' for which they are running.
  - a. For any office in paragraph 4) where the nominee is running unopposed, directly under the name, there shall be two (2) boxes noted as "Yes" and "No".
- 5) For the offices noted in paragraph 4, when more than one candidate is listed, the person who receives the most votes shall be declared the winner of that office.
  - b. For nominees noted in paragraph 4a), where there is a Yes – No option, a winner will be declared ONLY if the nominee receives more "Yes" votes than "No" votes.

Tie votes shall be broken by conducting subsequent ballots, for the tied position(s) only, until such time as the tie(s) is broken.
- 6) Ballots for the election of Deputy Commissioners shall follow one of the following formats (see a & b below):
  - a. Should the number of nominees exceed the number of available positions (as mandated in Section 3 of this Article), then immediately under the Heading "Deputy Commissioner" shall be the instructions "Vote for only XX" (with XX being the number of available positions).
    - i. All of the nominees shall be listed underneath in an order drawn by lot.

- ii. After the ballots are counted, the total number of votes for each nominee will be tallied. The available positions will be filled in the order of, the most votes received - down to the least votes received.
  - iii. Should there be a tie for the final available position(s), then subsequent secret ballots shall be cast with ONLY the tied nominees being listed. The nominee(s) that receive the most votes, of the votes tallied, shall fill the remaining vacancy(s).
  - iv. Any Ballot received where the number of votes cast for Deputy Commissioner(s) exceeds the above referenced "Vote for only" quantity, will not be counted in the Deputy Commissioner balloting tally.
- b. Should the number of Deputy Commissioner positions available exceed the number of nominees, then the ballots for the election of Deputy Commissioners shall have each nominee listed. Next to each name, in a manner clearly indicating intent of vote shall be two boxes noted as "Yes" and "No".
- i. Any nominee who receives a simple majority of "Yes" votes over "No" votes, of the votes tallied, a quorum being present, shall be declared a winner.
  - ii. If a nominee receives the same number of "Yes" votes as "No" votes, subsequent votes shall be held until the nominee no longer receives the same number of "Yes" votes as "No" votes.
- 7) Write in votes are allowed – however, should a write-in candidate win the majority – the candidate must be announced to, and approved by, a majority vote of the Presidents.
  - 8) No individual may hold more than one Orange Empire Conference, Inc. office at any given time. Should a nominee win more than one office, said nominee shall choose which office said nominee shall occupy and the remaining offices said nominee won shall be declared vacant until such time as the Board of Presidents approve an appointment for the vacant offices.
  - 9) The results of the election process shall be declared at the same meeting in which the election takes place.
  - 10) Should there be less than one Deputy Commissioner for every three (3) Associations in the election process, then all the Corporation Officers and Presidents, individually or as a whole, shall solicit persons for presentation to the Commissioner until this ratio is achieved at the earliest time possible.

## **Section 11. Appointments**

- 1) Should any existing Corporate Officer position need to be filled as a result of a vacancy, the vacancy shall be filled by appointment.
- 2) Only the Corporate Commissioner may appoint Corporate Officers. Such appointments must be presented to and ratified by the Board of Presidents prior to the appointment taking affect. Such ratification shall be by a simple majority vote, a quorum being present.
- 3) Any Corporate Officer or Association President may present nominees for appointment to the Corporate Commissioner for consideration. All nominees for appointment received by the Corporate Commissioner shall be presented to the Board of Corporate Officers for approval. Prior to presentation to the Board of Presidents for ratification, nominees for appointment must be approved by a simple majority vote of the existing Board of Corporate Officers, a quorum being present.

**Section 12:** Only the Board of Presidents shall have the right to remove any Corporate Officer from office. A two-thirds (2/3) vote of the Presidents present, a quorum being present, shall be required to remove a Corporation officer. A vote to remove any Corporation Officer must be held during a regularly scheduled meeting of the Corporation.

**Section 13:** The natural term of office for all Corporate Officers (see section 2 above) shall be two (2) calendar years commencing January 1st in the year following the election.

The natural term of office of an appointee shall be from the time the appointment is ratified until the closest election for the office being held.

**Section 14:** No Corporate Officer shall serve as coach of any Corporation team nor hold any other office, or staff position in a member Association.

**Section 15:** No Association President shall exercise more than one (1) vote, the exception being if he/she has been assigned as a proxy by another Association President. In the event of a tie vote, the Corporation Commissioner shall cast the deciding vote except for election voting. All of the Corporate Officers shall have access to debate, but shall have no vote.

## ARTICLE VI

### Officers and their Duties:

**Corporation Commissioner:** The Corporation Commissioner shall be the chief executive officer of the Corporation and shall, subject to the Board of Presidents, have general supervision, direction and control of the business and affairs of the Corporation. He shall be a member ex-officio of all committees except the nominating committee. He shall have one (1) vote in the case of a tie.

The Corporation Commissioner shall have no vote in any proceeding that result in the installation of a Corporation Officer.

### Chief Deputy Commissioner:

The Chief Deputy Commissioner shall report directly to the Corporate Commissioner and perform such duties as assigned by the Corporate Commissioner. He shall serve in the temporary absence of the Corporation Commissioner with the full responsibility of that office.

**Deputy Commissioner:** He shall serve in whatever capacity deemed necessary by the Corporation Commissioner.

### Treasurer:

The Treasurer shall maintain or cause to be maintained adequate and correct accounts of the business transactions of the ORANGE EMPIRE CONFERENCE, INC. The Treasurer shall be included as a signatory on all ORANGE EMPIRE CONFERENCE, INC. bank accounts. The Treasurer shall promptly deposit all moneys and other valuables in the name of and to the credit of the ORANGE EMPIRE CONFERENCE, INC. as directed by the Board of Presidents. He shall report the financial status of the Corporation at least monthly, at scheduled meetings.

The Treasurer shall cause to be created all annual state and federal filings, include, but not limited to tax returns. And shall cause said documents to be filed by their statutory deadlines.

**Secretary:**

It shall be the responsibility of the Secretary to keep and maintain minutes of the Corporation meetings. The Secretary shall be responsible for distribution of Corporate communication, correspondence, mailings, etc., as assigned. The Secretary shall generally be the custodian of records for the corporation.

**Corporate Officers Rights to Alter Decision of the Commissioner:**

While a meeting of the Board of Presidents is NOT in session, any decision of the Commissioner, that in the opinion of the concerned Corporate Officers, runs contrary to these By-Laws, published OEC Administrative Regulations, National Rules, Local or Federal government regulations, recognized cognizant Football & Spirit rules and regulations, or are detrimental to established OEC policy or to public opinion, can be altered in any manner by a two-thirds (2/3) vote of a quorum of the Corporation Officers including the Corporation Commissioner. Phone polls are allowed. Each Corporation Officer polled shall be entitled to one indivisible vote.

**ARTICLE VII**

**Rules:**

Robert's Rules of Order, Revised, shall govern the proceedings of all meetings, except where they conflict with these By-laws or the Administrative Regulations of the ORANGE EMPIRE CONFERENCE, INC., or National Pop Warner Rules.

**Playing Rules:**

Orange Empire Playing Rules, once approved by the Board of Presidents for the current season, shall not be changed during the playing season by less than two-thirds (2/3) majority vote. A two-thirds (2/3) majority vote shall be two-thirds (2/3) of a quorum.

**Inter-Association Agreements:**

All Inter-Association agreements shall be filed with OEC. They are to be ratified with the two Associations concerned and OEC at the first meeting in January of the affected year.

**ARTICLE VIII**

**Dues and Assessments:**

**Section 1:** All Association members shall be responsible for all dues and assessments that may be levied for the operation of the Corporation.

**Section 2:**

- A. All member Association’s OEC debt compiled prior to December 31<sup>st</sup> 2004 shall be frozen and be defined as “old debt”. From January 1, 2005 forward, all regular payments made by the Associations to OEC shall be credited to dues, assessments, fees, and the like incurred after this date. All ‘old debt’ shall be addressed in Item H below.

- B. Annual Association fees shall be projected for the current year based upon the previous year's team and/or participant counts, assessments, and other items as propriety demands. Assessments for new Associations shall be generally based upon projected team and/or participant counts, and other items as propriety demands and may be adjusted upon confirmation of actual counts for the first year's participation. These projected fees shall be incorporated into the current year's OEC proposed budget for approval. These Annual Association fees shall be broken into three equal installments. Invoicing dates and due dates shall be as follows:
- 1) The invoice for the first Association fee installment for the current year shall be presented to the Associations by the OEC Treasurer at the first regular OEC meeting in April of the current year.
    - a) Payment due date for the first installment invoice is the first regular OEC meeting in May of the current year.
  - 2) The invoice for the second Association fee installment for the current year shall be presented to the Associations by the OEC Treasurer at the first regular OEC meeting in June of the current year.
    - a) Payment due date for the second installment invoice is the first regular OEC meeting in July of the current year.
  - 3) The invoice for the third Association fee installment for the current year shall be presented to the Associations by the OEC Treasurer at the first regular OEC meeting in July of the current year.
    - a) Payment due date for the third installment invoice is August 15<sup>th</sup> of the current year.
  - 4) Regular Statements of Association's account status shall be issued to the individual Associations monthly.
  - 5) Early payments on accounts may be submitted to the OEC Treasurer based upon monthly statements at anytime prior to either the issuance of these listed invoices or their related due dates. Such early payments shall be credited towards the earliest chronological invoice unless other arrangements have been made between the Association and the OEC Treasurer.
- C. Adjustments to Association fees for the current year, as well as additional miscellaneous fees due (e.g. – additional referee fees, extraneous approved assessments, etc.) for the current year shall be calculated and presented to the Associations by the OEC Treasurer at the first meeting in January of the following year. Such invoices are due to be paid in full no later than the first meeting in February following the receipt of the invoice. **ALL OF THE PREVIOUS YEAR'S DEBT MUST BE AT A ZERO BALANCE AT THIS TIME.**
- D. Penalties for Failure to pay presented invoices are as follows:
- 1) Failure to pay the presented invoices (items B1 through B3 above) by the due dates listed, shall result in a 10% late fee penalty being assessed in addition to the original amount due, for each late invoice. Failure to pay the item, including the 10% late fee, within 15 days from the

date of the original invoice due date, shall result in the suspension of the Association until such time as the invoice is paid.

- 2) The terms of Suspension of an Association, due to the failure to pay presented invoices (as stated in D1 above), and for any other reason for suspension, shall be defined as;
  - a) The suspended Association MAY attend regular President's meetings but relinquishes all voting privileges (see 'k' below),
  - b) The suspended Association MAY hold regular practices in accordance with all applicable rules up to a point in time as deemed appropriate by OEC.
  - c) The suspended Association may not attend or participate in any other conference meetings or functions of any kind,
  - d) The suspended Association may not participate in scrimmages, nor may the Association participate in Conference activities, camps, clinics, etc.
  - e) During the period of suspension, as long as the final OEC certification date has not transpired, current and prospective members of suspended Associations will have the option to sign-up to participate in other OEC Associations that are still in good standing without the need to be released by "Waivers". [NOTE: Member refunds are the sole responsibility of the Associations],
  - f) The suspended Association will not be scheduled, nor allowed to participate in any regular season, pre-season, or post season games or competitions,
  - g) Any Association that is suspended during the regular season where games are already scheduled, shall forfeit any and all scheduled games for the period of suspension. Should the period of suspension extend beyond a two (2) week and two (2) game period, all previously played games shall also be deemed forfeited and none of the suspended Association's teams shall be allowed to continue in further competition,
    - o This paragraph shall also apply to non-financial related suspensions.
  - h) Any suspended Association will not be allowed to Travel nor will it be eligible for the disbursement of any OEC travel assistance funds,
  - i) Any Association fees already paid to OEC up to the period of suspension shall not be eligible for refund.
  - j) At the discretion of OEC Administration, Travel deposits of an Association may be used to pay past due debts.
  - k) Any Association that is suspended, or placed on probation, shall have no OEC voting rights during the term of suspension or probation.
    - o This paragraph shall also apply to non-financial relate suspensions or probations.
  - l) Failure to comply with the terms of a suspension or probation shall result in further penalties, up to and including loss of OEC charter, as determined by a two-thirds (2/3) majority vote of the Board of Presidents.
- 3) Any Association that fails to have a "zero", or less, balance due, on or before midnight of the last day in February (see Section 2C above) for the previous year's assessments – shall be suspended, per the terms of D2 above, until such time as the total balance is paid.

- a) Any Association failing to successfully pay this total balance due OEC by midnight of the last day in March, for encumbrances of the prior calendar year, shall lose its' membership in OEC.
  - b) Any Association that has so lost its' OEC membership must reapply for OEC membership. Application for re-instatement of membership of such an Association must be accompanied by payment of any and all outstanding balance(s). Re-instated Associations shall be subject to all probationary restrictions as applied to a new association. Application for re-instatement of membership will not be accepted after April 1<sup>st</sup> of the current year.
- E. Associations in financial difficulty, due to extenuating circumstances, that have in the past successfully met their Conference financial obligations, may submit a written request for a waiver of payment deadlines to the conference Commissioner. The OEC Board of Commissioners shall evaluate the request and the circumstances surrounding the request. Upon a simply majority vote of the Board of Commissioners the request for waiver shall be submitted to the Board of Presidents for approval. Such requests must be submitted at least 14 days prior to invoice due date.
- F. Payments must be received, in hand, by the OEC Treasurer or OEC Officer on or before their due dates. It is the responsibility of the Associations to insure that payments are received by the OEC Treasurer. Unreliability of third party carriers is not an acceptable excuse for non-receipt.
- G. Returned checks will be considered a late payment no matter when the original payment was received and the 10% late fee will be assessed in addition to any bank charges that OEC may be subject to.
- H. Association Expenses Encumbered prior to 1-1-2005 (Old Debt)
- 1) BALANCES OWED PRIOR TO 1-1-2005 WILL BE REPORTED BY THE OEC TREASURER TO ALL OF THE ASSOCIATIONS AT THE REGULAR OEC PRESIDENTS MEETING FOLLOWING THE ENACTMENT OF THIS SECTION –
  - 2) ANY ASSOCIATION WITH A BALANCE DUE GREATER THAN ZERO AS OF 1-1-2005 MUST:
    - a) PAY THE BALANCE IN FULL, or
    - b) PREPARE A RECOVERY PLAN IN WRITING AND SUBMIT IT TO THE OEC BOARD OF COMMISSIONERS FOR REVIEW AND COMMENT.
    - c) AFTER REVIEW BY THE BOARD OF COMMISSIONERS, THE ASSOCIATION PRESIDENT SHALL PRESENT THE PLAN TO THE BOARD OF PRESIDENTS AT THE FIRST OEC MEETING FOLLOWING #1 ABOVE. THE BOARD OF PRESIDENTS SHALL BE THE BODY TO APPROVE SUCH PAYMENT PLANS.
  - 3) ANY SUCH ASSOCIATION FAILING TO PRESENT SUCH RECOVERY PLAN, ON THE SPECIFIED DATE, SHALL BE SUBJECT TO PENALTY UP TO AND INCLUDING THE LOSS OF OEC CHARTER AS DETERMINED BY THE BOARD OF PRESIDENTS.

- 4) ANY SUCH ASSOCIATION’S FAILURE TO COMPLY WITH AN APPROVED RECOVERY PLAN’S TERMS SHALL BE PRESENTED TO THE BOARD OF PRESIDENTS AT THE NEXT MEETING FOLLOWING THE FAILURE, FOR DETERMINATION OF PROPER ACTION UP TO AND INCLUDING LOSS OF OEC CHARTER.

### **Section 3: Financial Deferments**

#### **Deferments**

For the purposes of this section, the term “deferment” shall mean an extension of time to pay moneys due to OEC by an Association.

The Presidents, by a 2/3 vote, a quorum being present, may provide for a deferment for an Association. A deferment shall be for a specific fixed amount, and shall provide for a date of complete repayment. Only the amount specified in the vote may be included in the deferment, and no other moneys due to OEC by the Association may be added to the deferment. Deferments are not transferable. The motion for deferment may include any conditions and/or terms propriety demands.

No Association may be granted a deferment until any previous deferment of that Association has been paid in full to OEC.

The Conference Secretary shall record the specifics of the deferment as set forth in any successful motion that commenced a deferment.

The Conference Treasurer shall administer any deferment, and shall report to the Presidents on any failure to comply with the conditions and/or terms of deferment. The Conference Treasurer shall report to the Presidents payments made by the Association to OEC related to the deferment on a monthly basis. The Conference Treasurer shall report to the Presidents upon the full repayment of any deferment.

Failure of an Association to comply with the conditions and/or terms of a deferment shall be cause for disciplinary action against said Association by OEC.

### **OEC Financial Review:**

**Section 1:** Annually – prior to April Fifteenth of each year, The Treasurer shall cause to be created, at a minimum, a G.A.A.P. formatted Corporation Balance Sheet and a Corporation Income Statement. All reports created shall represent the information for the prior calendar year; although current year information shall not necessarily be excluded, current year information must be separately enumerated if included.

**Section 2:** These documents must be assembled by an independent Certified Public Accountant that is not:

- A member of OEC,
- A sponsor of, nor a contributor to OEC,
- a member of any Association within OEC,
- or related to anyone on the OEC Board of Directors or Board of Presidents.

- Section 3:** In addition, the Treasurer shall keep on file a copy of the current year's Federal and State Income tax return as filed with the respective government agencies.
- Section 4:** Copies of the documents listed in Sections 1 and 3 must be made available within a reasonable time upon the request of any Association President or their authorized designee.
- Section 5:** Each year, in the month of February, the Board of Presidents shall cause to be formed a committee for the purpose of reviewing the financial records of the Corporation. Any and all Corporation Officers shall provide any and all financial, and related, information requested by any member of the Financial Review Committee. The Financial Review Committee shall cause to be created, at a minimum, a Corporation Balance Sheet and a Corporation Income Statement. Additionally, the Financial Review Committee shall cause to be created a Statement of Account for each Association. All reports created shall represent the information for the prior calendar year; although current year information shall not necessarily be excluded, current year information must be separately enumerated if included. Although the Committee may have Corporate Officers as committee members, neither the Commissioner, neither Treasurer, nor any signatory on any bank account may be members of the Financial Review Committee. The Commissioner may not appoint any member to this committee; the Financial Review Committee must be formed solely by the vote of the Board of Presidents. The Financial Review Committee must present its results to the Board of Presidents, at a regularly scheduled meeting in the month of April of each year. This presentation shall include at minimum, but not be limited to, the Corporation Balance Sheet and the Corporation Income Statement representative of the prior calendar year's information. Additionally, the Financial Review Committee shall present to the Presidents at this same meeting in April, a Statement of Account for each of the Associations, representative of information for the prior calendar year. Nothing herein shall prevent the Review Committee from using a reputable accounting firm to aid in their review. The financial review referred to herein must be wholly separate from any other financial review. In the year in which this section is adopted, the Financial Review Committee shall convene as soon as possible, and shall present its findings within a reasonable, but expeditious, time frame.

Any Corporation Officer that does not fully disclose and provide financial, and related information to the Financial Review Committee within one (1) week of a request, by any member of the Financial Review Committee, shall be subject to immediate suspension by any member of the Financial Review Committee. Mitigating factors must be considered in light of any non-compliance of this one week rule.

Any member of the Financial Review Committee may cause to be created copies of any and all financials, and related information for the purpose of disclosure to the Board of Presidents or for convenience of the financial review process.

“Information” as referred to herein shall include, but not be limited to, physical documents, electronic documents, and personal knowledge.

The provisions of this section of the Orange Empire Conference By-laws shall be considered superior to those of any other when relating to financial review of the corporation.

## Association Reporting Requirements:

**Section 1:** Associations shall turn in the following documentation to the OEC Secretary:

- a. Previous 6 months of monthly Board meeting minutes due in January and July of each year.
  - The Association meeting minutes from January thru Jun of the previous period are due in the first OEC meeting in July.
  - The Association meeting minutes from July thru December of the previous period are due in the first OEC meeting in January.
- b. Copy of Current Association By-laws. OEC must have a copy of the current Association By-laws at all times.
  - By-laws must reference the date of effectivity and cannot conflict with current OEC by-laws & rules, National by-laws & rules, or Federal, State, or local, laws, codes, or statutes.
  - Any official proceedings brought to OEC, including Hearings, Appeals, or Tribunals-where an Association's by-laws are in question-will be based upon the current copy that OEC had on file at the time of the original incident that triggered the review.

**Section 2:** Financial Information - Each Association shall provide the OEC Treasurer with the following information:

- a. Treasurer Reports - Previous 6 months of monthly Treasurer reports (due in January and July of each year)
- b. A copy of a G.A.A.P. formatted annual Balance Sheet and Income Statement. These documents are due no later than the first meeting in July of the current year.
  - These documents must be assembled by an independent Certified Public Accountant that is not a member of the Association for which the audit is performed, or related to anyone on the Association Board of Directors, or Coaching staff.
- c. Each Association shall provide OEC with copies of the Association's Tax Returns for the year. This is due at the first OEC meeting following July 15<sup>th</sup> of the current year. Should copies of tax returns not be available by this date – a copy of the Association's extension request must be submitted.
- d. Failure of an Association to comply with the provisions of Section 1 (a) and/or Section 2 (a), (b), & (c) shall result in the following progressive penalties:
  - By the first meeting in January/July (as applicable) – suspension of voting rights.
  - By the first meeting in February/August (as applicable) – loss of eligibility for post season travel.
  - By the first meeting in March/September (as applicable) – ineligibility for playoffs.
  - Failure to provide required documentation for any 12 month period will result in the following:
    - The Association shall establish a Financial Audit Committee (FAC) that includes at least 3 currently active Board Members, an OEC Commissioner appointed by the Corporate Commissioner, and the OEC Treasurer.

- The Association shall be assessed \$750.00 by OEC to pay for an independent CPA to audit the Association's books
- The FAC shall be required to present their findings, to include each of the items listed in 2(a) (b) (c) above within 60 days.
- The Association being placed on probation until such time as the FAC findings are presented and could ultimately result in the Association's removal from OEC.

## **ARTICLE IX**

### **Attendance:**

**Section 1:** All Association Presidents shall attend all regularly scheduled and special meetings. A President may appoint a representative to replace him at a meeting, with the approval of the Corporation Commissioner.

**Section 2:** Any Association, which does not have a representative at three (3) consecutive meetings, shall be suspended from all voting privileges for the remainder of the current year. An excused absence shall not constitute a violation of this section. An excused absence shall be approved prior to the scheduled meeting by the Corporation Commissioner or Chief Deputy Commissioner. The vote of an Association may be reinstated at any time upon favorable vote of two-thirds (2/3) of the Presidents in attendance and in good standing.

### **Tribunal Authority:**

Any Tribunal held at the direction of the Board of President, including but not limited to that directed by the rules, shall have the full force and effect of the entire Board of Presidents, and shall generally be considered a final decision. Only the Board of Presidents by means of a simple majority vote, a quorum being present, shall have the authority to alter the decision of a Tribunal in any manner whatsoever. No Corporation Officer may alter, set aside, or nullify any decision or portion of a decision of a Tribunal. All Corporate Officers shall be bound to abide by the decisions of any Tribunal unless overturned by vote of the Board of Presidents. The provisions of this section of the Orange Empire Conference by-laws shall be considered superior to those of any other when relating to Tribunals.

## **ARTICLE X**

### **Order of Precedence**

These By-laws and the Articles and sections contained herein take precedence over all other documents of policy, procedure, and administration adopted by this organization in so far as they do not conflict with National Pop Warner, Federal, State, and Local Government rules, statutes, and regulations. Apparent or perceived conflicts within this document itself are subject to interpretation and clarification of precedence by the current governing body in order of precedence, least enumerated first: Parliamentarian, Corporation Commissioner, the Board of Presidents.

### **Amendments:**

Proposed amendments to the Statement of Policy, BY-LAWS, shall be presented in writing to the Board of Presidents. Such changes shall be discussed and voted upon at the second official meeting following the

written presentation. These amendments shall be incorporated herein upon two-thirds (2/3) vote of the Board of Presidents.

## **ARTICLE XI**

### **OEC Boundaries:**

The Boundaries of the Orange Empire Conference shall be as follows:

1. All Boundaries stated herein are within the State of California
2. The geographic area encompassed by the boundaries of the County of Orange
3. The geographic area encompassed by the County Of Los Angeles bounded by the County of Orange and the following
  - A) From the southern most point of where Alameda Street would intersect to the closest point to the Pacific Ocean..
  - B) From A above along Alameda Street north to the intersection of the 101 Freeway.
  - C) From B above along the 101 Freeway northwest to the intersection of Highway 2.
  - D) From C above along the Highway 2 north to the intersection of the 210 Freeway.
  - E) From D above along the 210 Freeway east to the intersection of the City limits of Pasadena City.
  - F) From E above along the northern limits of the city of Altadena to the intersection of the 210 Freeway.
  - G) From F above along the 210 Freeway west to the intersection of the Highway 19.
  - H) From G above along Highway 19 south until the intersection of the 60 Freeway.
  - I) From H above along the 60 Freeway east until the intersection of Hacienda Boulevard.
  - J) From I above along Hacienda Boulevard south until the Orange County line.
  - K) The entire County of Orange.
  - L) The geographic area encompassed by the boundaries of the City Limits of the City of Pasadena
  - M) La Habra Heights shall be a free draw zone between the Orange Empire Conference, and the Mount Baldy Conference.

4. The geographic area encompassed by the boundaries of the City Limits of the City of Pasadena

### **Association Boundaries:**

#### **Anaheim**

The city limits of Anaheim, bounded on the east by Kraemer Blvd.

#### **Baldwin Park (Probationary)**

The cities of Baldwin Park and Irwindale.

#### **Bell (Probationary)**

The cities of Bell Gardens, Bell, Maywood and Cudahy.

**Brea**

The city limits of Brea, bounded on the west by Puente Street.

**Canyon Hills**

The city limits of Anaheim, bounded on the west by Kraemer Blvd. and on the north by Orangethorpe Avenue.

**Costa Mesa**

The boundaries of the Newport-Mesa Unified School District, which includes the city limits of Costa Mesa and Newport Beach (including Corona Del Mar, Balboa, Balboa Island and Bayshore) and the unincorporated area of Santa Ana Heights. The general geographic boundaries are: the Santa Ana River on the west, Newport Beach City Limits on the east; the Pacific Ocean on the South and Sunflower Avenue on the north.

**Cypress**

The city limits of Cypress

**Fullerton**

The city limits of Fullerton, bounded on the north by Las Palmas Drive and on the east by the Orange Freeway (57) Freeway.

**Garden Grove**

The city limits of Garden Grove, bounded on the west by Knott Avenue and the north by Katella Avenue.

**Hacienda La Puente**

The unincorporated areas of Hacienda La Puente, Avocado Heights, South San Jose Hills, Bassett, Valinda, City of La Puente and City of Industry.

**Huntington Beach**

The city limits of Huntington Beach.

**La Habra**

The city limits of La Habra, bounded on the south by Las Palmas Drive and on the east by Puente Street.

**Lakewood**

The city limits of Lakewood, bounded on the South by Conant and on the West by Cherry Ave

**La Mirada**

The city limits of La Mirada

**Long Beach**

The city limits of Long Beach, bounded on the north by Contant Street and east by the San Gabriel Freeway (605), northeast by Bixby and south by the shore line.

**Los Alamitos**

The city limits of Los Alamitos.

**Montebello**

The city limits of Montebello

**North Long Beach**

The city limits of Long Beach, bounded on the east by Cherry and south by Bixby.

**Norwalk**

The city limits of Norwalk and Santa Fe Springs

**Pasadena**

The city limits of Pasadena and South Pasadena

**Saddleback Valley**

The city limits of the cities of Laguna Hills, Mission Viejo, and Lake Forest; the city of Laguna Niguel, except for that portion that is south of Aliso Creek Road and south and west of Moulton Parkway; the unincorporated territory of the County of Orange, generally known as Aliso Viejo, and which is bounded by the Cities of Irvine, Laguna Beach, Laguna Niguel, Laguna Hills and Lake Forest; The unincorporated territory of the County of Orange, bounded on the south by El Toro Road on the east and north by the Cleveland National Forest, and on the west by the cities of Lake Forest and Mission Viejo, which are generally known as Foothill Ranch and Portola Hills.

**Santa Ana**

The city limits of Santa Ana

**Santa Margarita**

Bounded on the north by the Cleveland National Forest. Bounded on the east by the Cleveland National Forest. Bounded on the south by Rancho Mission Viejo. Bounded on the west of the city of Mission Viejo, El Toro Road.

**South Coast**

The city limits of Dana Point, Laguna Beach, and San Clemente.

**Stanton**

The city limits of Stanton.

**Tri Cities**

The city limits of Cerritos, Artesia and Hawaiian Gardens.

**Tustin**

The city limits of Tustin.

**Yorba Linda**

The city limits of Placentia and Yorba Linda bounded on the west by the Orange Freeway (57) and south by Orangethorpe Avenue.

**\*\*Open Areas \*\***

Those geographical areas within Orange Empire Conference, not claimed by a member Association, shall be considered free draw areas.

# **EXHIBIT C**

**2011**

**POP WARNER  
LITTLE SCHOLARS  
OFFICIAL  
RULES**



*Endorsed by  
National Football League Players*



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### **MEMBERS CODE OF CONDUCT**

All volunteers and participants will abide by a Code of Conduct which includes the following provisions. If any of these rules are broken, the League, Region and/or National Pop Warner shall have the authority to impose a penalty. Members shall:

- S1:** Not smoke and/or use smokeless tobacco on the field.
- S2:** Not criticize players/spirit participants in front of spectators, but reserve constructive criticism for later, in private, or in the presence of team/squad members if others might benefit.
- S3:** Accept decisions of the game officials and judges on the field and in competitions as being fair and called to the best ability of said officials.
- S4:** Not criticize an opposing team, its players, spirit participants, coaches, or fans by word of mouth or by gesture.
- S5:** Emphasize that good athletes strive to be good students and that both are physically and mentally alert.
- S6:** Strive to make every football and spirit activity serve as a training ground for life, and a basis for good mental and physical health.
- S7:** Emphasize that winning is the result of good teamwork.
- S8:** Not engage in excessive sideline coaching and shall not leave the bench area to shout instructions from the sidelines.
- S9:** Together with team officials, be jointly responsible for the conduct and control of team fans and spectators. Any fan who becomes a nuisance and out of control will be asked to leave.
- S10:** Not use abusive or profane language at any time.
- S11:** Not “pile it on;” not encourage their team to get a commanding lead and raise the score as high as it can. In these instances, every effort shall be made to let all players play.
- S12:** Not receive any payment, in cash or kind, for services as a coach in Pop Warner Football/Spirit. This includes any coach, expert, consultant or choreographer, regardless of his/her roster status.
- S13:** Not permit or encourage “sweating down” tactics in order for a player to make the team weight.
- S14:** Not recommend or distribute any medication, controlled or over the counter, except as specifically prescribed by participant’s physician.
- S15:** Not permit an ineligible player or spirit participant to participate in a game.
- S16:** Not deliberately incite unsportsmanlike conduct.
- S17:** Not possess or drink alcoholic beverages and/or use illegal substance(s) on both the game and practice fields.
- S18:** Remove from a game or practice any participant when even slightly in doubt about his/her health, whether or not as a result of injury, until competent medical advice is available.
- S19:** Be responsible for and control their fans at all times.
- S20:** Uphold all rules and regulations, National, Regional & Local, regarding Pop Warner Football, Cheerleading and Dance.
- S21:** Refrain from engaging in any action within or outside Pop Warner which reflects negatively upon, or causes embarrassment to, the PW program.

1st week	0 lbs.
2nd week	1
3rd week	2
4th week	3
5th week	4
6th week	5
7th week	6
8th week	7
9th week	8
10th week	9**

\*\* No more than nine (9) pounds may be added to the maximum weight after the tenth week.

Teams advancing to the Super Bowl will be allowed a one (1) pound increase at the national weigh-in.

### **RULE 5: FAILURE TO PASS IN-SEASON WEIGH-IN**

**S1- WEIGH-IN BEFORE EACH GAME:** A player failing a weigh-in will be disqualified from participation in that game only. He may sit with the team on the bench after he has removed his helmet and shoulder pads.

**S2:** Determination of Weigh Master as to the weight eligibility of a player is final.

### **RULE 6: CUTTING OF PLAYERS**

In addition to those reasons listed in Articles 8 & 9, any player must be cut who:

- A. weighs 6 or more pounds above the maximum weight for the selected division of play, at the time of the initial practice session.
- B. weighs 3 or more pounds less than the minimum weight for the selected division of play, at the time of the initial practice session.

### **RULE 7: CERTIFICATION OF PLAYERS**

In addition to the stipulations found in Articles 10-12, to be certified onto a team roster, a player shall qualify under the following:

- A. A player shall meet the age requirements as specified on the applicable age/weight schematic. (See Rule, 1 S4)
- B. At certification, a player who fails to make the weight for the team he has been practicing with, but falls into the weight bracket of another division, **must** be moved to the other division as part of certification.
- C. A League shall not add the “in-season” growth allowance to the certification weights as a means of upping the maximum weights or increasing the certification weights.

### **RULE 8: ROSTER SIZE**

#### **S1-MAXIMUM ROSTER SIZE**

Not more than 35 players shall be certified onto a team roster. A team with less than 16 certifiable players will not be permitted to form and play. The League may establish a minimum higher than

16 for a team to be allowed to form and participate.

## **S2-MINIMUM ROSTER SIZE**

A minimum of 16 players must be dressed and eligible to play at each game. Also, if you start a game with 16 players, you must maintain 16 eligible players during the game and finish the game with 16 players. Each League may establish a minimum number higher than 16, but once adopted, it must be kept for the entire season, including post-season bowl games. Each League shall have the option to determine whether or not a team which fails to dress the minimum number of players shall forfeit the game or whether the game shall be rescheduled. Any team which forfeits two successive games by reason of an insufficient number of players shall be investigated by the League for a determination as to whether to forfeit the balance of the season.

## **RULE 9: MANDATORY PLAY RULE**

The following shall be the Minimum Mandatory Play Rule (MPR) for all Pop Warner teams. Each league may set a higher number of Mandatory Plays, but never less than the minimum set by PWLS. All MPRs should be based on eligible players at the time of the game.

Jr. Pee wee thru Bantam:	Mitey Mites Only:
16-25 players - 10 plays	16-25 players - 12 plays
26-30 players - 8 plays	26-30 players - 10 plays
31-35 players - 6 plays	31-35 players - 8 plays

### ***Tiny Mites - See Rule 33; S13 for Participation Requirements***

- A. The plays must be from the line of scrimmage.
- B. Kickoffs, extra points, QB intentionally spiking the ball and free kicks shall not be used in fulfilling the MPR requirement.
- C. A play shall not count toward fulfillment of the MPR if the play results in a penalty which causes the down to be replayed.
- D. All players shall be provided their mandatory plays by participation in "active" plays, without the intent to minimize the action or integrity of the plays. Plays such as, but not limited to, having the center snap the ball to the quarterback, and then the quarterback fall to the ground, while substitutes are playing the other positions, shall NOT be considered as active plays.
- E. All players shall receive their mandatory plays by the end of the third quarter, or they shall enter the game at the start of the fourth quarter, and remain in the game until they have received their required number of plays.
- F. Failure to adhere to MRP requirements will result in forfeiture of game in addition to enforcement policies outlined in Part IV S1.

Each League shall establish its own system for enforcing the MPR, and must print a simple handout describing its MPR in sufficient quantity so that a copy is made available to each coach throughout the entire League, before the beginning of the season. The Nationally preferred system is that used in the National games.