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**COMJD**

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CASE NO: A-23-884206-C  
Department 9

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**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

MARVIN CUTCHINS, individually; RAY  
CHARLES, JR., individually,

Plaintiffs,

vs.

LIBERTY MEDIA CORPORATION d/b/a  
FORMULA ONE HEINEKEN SILVER LAS  
VEGAS GRAND PRIX, a foreign corporation;  
TAB CONTRACTORS, INC., a domestic  
corporation; LAS VEGAS GRAND PRIX,  
INC., a corporation; DOE INDIVIDUALS 1-  
20, inclusive; and ROE CORPORATIONS 1-  
20, inclusive,

Defendants.

CASE NO.:

DEPT. NO.:

**COMPLAINT**

**ARBITRATION EXEMPTION CLAIMED:**

**CLASS ACTION COMPLAINT**

**(DEMAND FOR JURY TRIAL)**

1 COMES NOW, Plaintiffs, MARVIN CUTCHINS and RAY CHARLES, JR., by and  
2 through their counsel, IVIE McNEILL WYATT PURCELL & DIGGS, and file their Complaint  
3 against the Defendants and each of them and allege as follows:  
4

5 **JURISDICTION**

6 1. At all times relevant hereto, Plaintiff, MARVIN CUTCHINS (hereinafter  
7 “Plaintiff/CUTCHINS”) was and still is a resident of the County of Los Angeles, State of  
8 California.

9 2. At all times relevant hereto, Plaintiff, RAY CHARLES, JR. (hereinafter  
10 “Plaintiff/CHARLES”) was and still is a resident of the County of Los Angeles, California.

11 3. Defendant, LIBERTY MEDIA CORPORATION d/b/a FORMULA ONE  
12 HEINEKEN SILVER LAS VEGAS GRAND PRIX, (hereinafter “F1”) is, and at all times  
13 mentioned herein, a foreign corporation, doing business in the State of Nevada and deriving  
14 substantial revenue from the State.

15 4. Defendant, TAB CONTRACTORS, INC., (hereinafter “TAB”) is, and at all  
16 times mentioned herein, a domestic Nevada business entity, duly licensed and doing business in  
17 the State of Nevada.

18 5. Defendant, LAS VEGAS GRAND PRIX, INC., (hereinafter “GRAND PRIX”) is,  
19 and at all times mentioned herein, a foreign corporation, doing business in the State of Nevada  
20 and deriving substantial revenue from the State.

21 6. That the true names and capacities of the Defendants DOE INDIVIDUALS 1  
22 through 20, inclusive, are unknown to Plaintiffs, who, therefore, sue said Defendants by said  
23 fictitious names. Plaintiffs are informed, believe, and thereon allege that each of the Defendants  
24 designated as DOE INDIVIDUALS 1 through 20, inclusive, are owners, operators and/or  
25 individuals or agencies otherwise within possession and control of the motor vehicle herein  
26 mentioned and/or are individuals otherwise within the flow of traffic as related hereto. Plaintiffs  
27 are informed, believe, and thereon allege that Defendants ROE CORPORATIONS 1 through 20,  
28 inclusive, are owners of the motor vehicle herein alleged and/or are in some manner responsible  
for the actions of its employees and/or assigns of Defendants designated as ROE

1 CORPORATION 1 through 20, inclusive. Plaintiffs are informed, believe, and thereon allege  
2 that each of the Defendants designated as a DOE INDIVIDUAL or a ROE CORPORATION is  
3 in some manner negligently, vicariously, statutorily, contractually, and/or otherwise responsible  
4 for the events and happenings referred to and caused damages proximately to Plaintiffs as herein  
5 alleged. Plaintiffs will ask leave of the Court to amend this Complaint to insert the true names  
6 of such Defendants when the same have been ascertained.  
7

8 **GENERAL ALLEGATIONS**

9 7. Plaintiffs repeat and reallege each and every fact and allegation contained in this  
10 Complaint and incorporate the same herein by reference as though fully set forth herein.

11 8. That at all times pertinent, Defendants and each of them were agents, servants,  
12 employees or joint ventures of every other Defendant herein, and at all times mentioned herein  
13 were acting within the scope and course of said agency, employment, or joint venture, with  
14 knowledge and permission and consent of all other named Defendants.

15 9. Named Plaintiffs bring this action on their own behalf and on behalf of all other  
16 similarly situated claimants who purchased tickets and attended the F1 "Practice Run" event on  
17 or about November 16, 2023.

18 10. On or about November 16, 2023, at approximately 8:30 p.m., Defendant F1  
19 conducted and/or caused to be conducted a "Practice Run" event wherein the drivers  
20 participating in the main F1 Race were to take practice and qualifying laps.

21 11. Upon information and belief, over 35,000 invitees purchased tickets from F1 to  
22 appear and attend the "Practice Run" event. The ticket prices varied based on location and seating  
23 position but ranged, generally, from a few hundred to tens of thousands of dollars.

24 12. On or about November 16, 2023, approximately 9 minutes into the Practice Run,  
25 a manhole cover on the track became dislodged, causing damage to two of the racecars, and  
26 stopping the race immediately.

27 13. Upon information and belief, the event was rescheduled to re-start at 1:30 a.m.

28 14. Upon information and belief, the event did not re-start until 3:30 a.m. and none  
of the invitees were allowed to watch the event live as they were escorted off of the property at

1 1:30 a.m.

2 15. Upon information and belief, F1 did not offer any refunds to any of the  
3 approximately 35,000 invitees that were in attendance for this “Practice Run” event despite the  
4 fact that the event failed and participants were told to leave.

5 16. Upon information and belief, the manhole cover seals that were supposed to  
6 surround the manhole cover were installed, worked on and inspected by Defendant TAB in the  
7 course and scope of their contract to work on the subject track and make the track race-ready.

8 17. Upon information and belief, the work on the track performed by TAB, including  
9 installing the subject failed manhole cover and concrete work sealing the manhole cover, was  
10 completed only days before the “Practice Run” event and the track was not in the race-ready  
11 condition at the time of the event.

12 18. Upon information and belief, F1 and/or its contractors and safety organizations  
13 had a duty to inspect the track to make sure that it was safe for use by the racers and was race-  
14 ready for the “Practice Run” event.

15 19. Upon information and belief, F1 and/or its contractors and safety organizations  
16 failed to detect the flaws and/or poor installation of the subject manhole cover sealed by TAB  
17 and failed to ensure that the track was race-ready for the “Practice Run” event.

18 20. A class action is alleged pursuant to Nevada Rules of Civil Procedure Rule 23.  
19 The class consists of all invitees and attendees of the “Practice Run” event who were not  
20 refunded their ticket prices and suffered additional damages such as accommodations, lodging,  
21 and travel to attend the “Practice Run” event. Class Representative Plaintiffs bring this action as  
22 a class action, as representatives of all individuals who purchased tickets and attended the  
23 “Practice Run” event and suffered damages as a result.

24  
25 a. Plaintiffs allege that the class, consisting of all individuals who purchased  
26 tickets and attended the “Practice Run” event and suffered damages as a  
27 result, is so numerous that joinder of all such individuals would be  
28 impractical and that disposition of their claims in a representative suit is  
a benefit to the court.

1           b.     Plaintiffs have a well-defined community of interest or questions of fact  
2                     and law common to each member of the class in that all members of the  
3                     class have suffered injuries due to improper construction and inspection  
4                     of the race track, cancelation of the event and lack of refunds, as well as  
5                     all other relevant causes and the claims herein alleged by Plaintiffs are  
6                     representative of those claims which could be alleged by such members  
7                     of the class.

8  
9           c.     Plaintiffs allege that the relief herein sought is typical of the relief which  
10                    could be sought by each of the class members.

11           d.     Plaintiffs allege that questions of law and fact common to the class  
12                    predominate over questions affecting the individual class members, and  
13                    that the interest of justice and efficiency will be best served by bringing  
14                    this action as a class action with regard to the aforementioned interests.

15                    The common questions include:

- 16                    i.     Whether Defendants' conduct breaches their Contract;  
17                    ii.    Whether Defendants are required to give a refund and reimburse  
18                    all related expenses as a result of the cancellation of the "Practice  
19                    Run" event, rather than ticket price only;  
20                    iii.   Whether Plaintiffs and members of the Class are entitled to  
21                    damages, costs, or attorneys' fees from Defendant; and  
22                    iv.   Whether Plaintiffs and members of the Class are entitled to  
23                    compensatory damages as a result of the breaches by Defendants.

24           e.     Plaintiffs allege that the prosecution of separate actions by individual  
25                    members of the class would create a risk of inconsistent or varying  
26                    adjudications with respect to the individual members of the class which  
27                    would establish incompatible standards of conduct by the parties  
28                    opposing the class, and adjudication with respect to individual members  
                  of the class would be dispositive of the interest of other members not

1 parties to the adjudication, or would substantially impair or impede their  
2 ability to protect their interests.

3 f. The Class Representative Plaintiffs have typical claims as the members of  
4 the class and were damaged by the acts and practices of the Defendants.  
5 They will fairly and adequately protect the interest of the class, as each  
6 has purchased tickets to the “Practice Run” event, and each was damaged  
7 by the acts and practices of Defendants, and each of them. Class  
8 Representative Plaintiffs have no conflicts with the other attendees and  
9 invitees to the same event, with respect the claims alleged and have  
10 retained competent and experienced counsel to represent them.

11 g. The members of the class are easily located and identified as all individual  
12 purchasers of tickets for the “Practice Run” event, the names and  
13 addresses of the individuals who purchased these tickets are maintained  
14 by F1 and ticket resellers.

15 h. Plaintiffs reserve the right to amend or modify the Class definition with  
16 greater specificity or division after having had an opportunity to conduct  
17 discovery.  
18

19 21. As of the filing of this Complaint, none of the participants have received any  
20 refunds and none have not been issued though F1 and/or its agents or third-party ticket vendor(s).

21 22. Even if ticket prices are refunded, no offer has been made to reimburse racegoers  
22 for other out-of-pocket expenses they incurred in connection with the event cancellation,  
23 including transportation, lodging, food, merchandise sales, transaction fees, and other such  
24 expenses.

25 23. Class certification is also appropriate under NRCP 23(b)(2) and (c). Defendants,  
26 through their uniform conduct, acted or refused to act on grounds generally applicable to the  
27 Class as a whole, making injunctive and declaratory relief appropriate to the Class as a whole.  
28

**FIRST CAUSE OF ACTION**  
**(Breach of Contract – F1)**

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3 24. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through  
4 23 of their Complaint, as though fully set forth herein.

5 25. This claim for breach of contract damages or, in the alternative, specific  
6 performance of the contract’s refund terms, is based on Defendant F1’s breaches of its Contract  
7 with attendees/invitees and/or John Does 1-20.

8 26. Plaintiffs, along with all putative class members, were third-party beneficiaries  
9 of Defendant’s contract with any third-party ticket vendor(s) and/or John Does 1-20, and  
10 Plaintiffs paid meaningful compensation to attend said “Practice Run” event.

11 27. Plaintiffs, and all putative class members performed under the Contract,  
12 specifically, by tendering payment for the “Practice Run” event tickets to Defendant and/or  
13 Defendant’s agents and complied with all conditions precedent under the Contract.

14 28. Due to Defendants’ cancellation of the “Practice Run” event, Plaintiffs, and all  
15 putative class members were deprived of the “Practice Run” event performance they paid to see  
16 through no fault of their own, and they did not receive the benefit of their bargain with  
17 Defendants.

18 29. Therefore, Plaintiffs and putative class members are entitled to refunds of the out  
19 of-pocket expenses they incurred in connection with the canceled “Practice Run” event.

20 30. As a result of Defendants’ breaches of contract, Plaintiffs and the putative class  
21 members have incurred damages in an amount to be proven at trial.

**SECOND CAUSE OF ACTION**  
**(Negligence- All Defendants)**

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24 31. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through  
25 31 of their Complaint, as though fully set forth herein.

26 32. Defendants assumed a duty to exercise due and reasonable care for the financial  
27 property interests of their patrons, which includes ensuring that the track is “race ready” and safe  
28 to use, to prevent foreseeable cancellations in order to mitigate any damages incurred by his  
patrons, including members of the Class.





1 were offered any refunds for their tickets.

2 48. As a result of Defendant's deceptive trade practices, Plaintiffs were damaged and  
3 required to retain counsel to prosecute their claims.

4 **FIFTH CAUSE OF ACTION**  
5 **(Intentional Misrepresentation – F1)**

6 49. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through  
7 48 of their Complaint, as though fully set forth herein.

8 50. Upon information and belief, Defendant F1 made a false representation that the  
9 track was in the race-ready condition at the time of the "Practice Run" event.

10 51. Upon information and belief, the work on the track performed by TAB, including  
11 installing the subject failed manhole cover and concrete work sealing the manhole cover, was  
12 completed only days before the "Practice Run" event and the track was not in the race-ready  
13 condition at the time of the event.

14 52. Defendant F1 made a false representation that the event was rescheduled to re-  
15 start at 1:30 a.m.

16 53. Upon information and belief, the event did not re-start until 3:30 a.m. and none  
17 of the invitees were allowed to watch the event live as they were escorted off of the property at  
18 1:30 a.m.

19 54. Upon information and belief, F1 did not offer any refunds to any of the  
20 approximately 35,000 invitees that were in attendance for this "Practice Run" event despite the  
21 fact that the event failed and participants were told to leave

22 55. Defendant F1 knew or believed that the representation was false, or Defendant  
23 F1 had an insufficient basis of information for making the representation.

24 56. Plaintiffs justifiably relied upon Defendant F1's misrepresentation.

25 57. As a result of Defendant's misrepresentation, Plaintiffs were damaged and  
26 required to retain counsel to prosecute their claims.

27 58. Therefore, the Representative Plaintiffs and members of the proposed Class claim  
28 money damages in an amount that will fairly and reasonably compensate them for the harm

1 caused by the Defendants. In addition, the Plaintiffs claim damages for mental anguish in an  
2 amount to be determined by the jury that is fair and reasonable in consideration of the willful,  
3 reckless, and intentional conduct of the Defendant.

4 **SIXTH CAUSE OF ACTION**  
5 **(Negligent Misrepresentation – F1)**

6 59. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through  
7 58 of their Complaint, as though fully set forth herein.

8 60. Defendant F1, through the course of which Defendant F1 had a pecuniary interest,  
9 failed to exercise reasonable care or competence in communicating information to Plaintiffs,  
10 concerning the readiness of the track for race use.

11 61. Defendant F1, through the course of which Defendant F1 had a pecuniary interest,  
12 failed to exercise reasonable care or competence in communicating information to Plaintiffs,  
13 concerning that the Practice Rune event was rescheduled to re-start at 1:30 a.m., and that the  
14 event would take place at that time.

15 62. Plaintiffs justifiably relied on this information.

16 63. As a result of Defendant's conduct, Plaintiffs were damaged and required to retain  
17 counsel to prosecute their claims.

18 64. Therefore, the Representative Plaintiffs and members of the proposed Class claim  
19 money damages in an amount that will fairly and reasonably compensate them for the harm  
20 caused by the Defendants. In addition, the Plaintiffs claim damages for mental anguish in an  
21 amount to be determined by the jury that is fair and reasonable in consideration of the willful,  
22 reckless, and intentional conduct of the Defendant.

23 **SEVENTH CAUSE OF ACTION**  
24 **(Conversion – F1)**

25 65. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through  
26 64 of their Complaint, as though fully set forth herein.

27 66. F1 did not offer any refunds to any of the approximately 35,000 invitees that were  
28 in attendance for the "Practice Run" event despite the fact that the event failed and participants  
were told to leave.



