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9
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11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13 JACK DIEP, individually; JORY LEVY,
14 individually; JAMES DAYAP, individually;
15 MARVIN CUTCHINS; and RAY CHARLES,
JR.,

16 Plaintiffs,

17 v.

18 LIBERTY MEDIA CORPORATION d/b/a
19 FORMULA ONE HEINEKEN SILVER LAS
VEGAS GRAND PRIX, a foreign corporation;
20 LAS VEGAS PAVING CORPORATION, a
Nevada corporation; DOE INDIVIDUALS 1-20,
21 inclusive; and ROE CORPORATIONS 1-20,
inclusive,

22 Defendants.

Case No. 2:23-cv-02124-GMN-NJK

**CONSOLIDATED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

Hon. Gloria M. Navarro

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 (Nev. Rev. Stat. § 598.0903, *et. seq.*)13

PRAYER FOR RELIEF14

JURY DEMAND14

1 Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr., by and
2 through their undersigned counsel, based on their individual experiences, the investigation of counsel,
3 and information and belief, bring this action individually and on behalf of a Class of similarly situated
4 persons, and allege as follows:

5 **I. INTRODUCTION**

6 1. Much of what makes a ticket to a Formula 1 Grand Prix so unique is that it offers the
7 holder access to a multiday, multievent experience. While tickets for most live sports only offer entry
8 to a single game or day of events, over the course of a Formula 1 race weekend, fans can attend five
9 events over several days. These events consist of practice runs, qualifying sessions, sprints, in addition
10 to the final race. Each of these events offers something special. During the practice runs, fans get to
11 watch as twenty of the world’s most elite racers take twenty of the world’s fastest cars onto a racetrack
12 for the first time. These practice runs are the prelude to the qualifying session where drivers race
13 against the clock to determine where they will start on race day. Finally, there is the race itself where
14 the drivers push their cars and themselves to the absolute limit in relentless pursuit of becoming world
15 champion.

16 2. During the 2023 racing season, twenty-two Formula 1 Grand Prix were held in twenty
17 different countries around the world. Every single racetrack was different. Although formats varied
18 slightly between Grand Prix, the bargain was always the same: every Formula 1 Grand Prix promised
19 five events that ticketholders could attend.

20 3. This case arises because Defendant Liberty Media Corporation (“Liberty”) failed to
21 deliver those five events to ticketholders during the 2023 Las Vegas Grand Prix. On or about
22 November 16, 2023, one of the drivers struck a manhole or water valve cover on the racetrack roughly
23 nine minutes into the first practice run (“FP1”). The impact caused the manhole or water valve cover
24 to become dislodged and destroyed the underside of the car. The dislodged cover soon damaged
25 another car and forced race officials to stop the practice run.

26 4. Fans in attendance then waited for several hours while the racetrack was inspected for
27 other potential hazards. Ultimately, Liberty removed all spectators from the viewing areas before the
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1 practice runs would resume. As a result, no spectators were able to view FP1 which was cancelled
2 due to the accident. Nor could spectators watch the second practice run (“FP2”) even though Liberty
3 still held the FP2 event.

4 5. The manhole or water valve cover should never have become dislodged. Liberty and
5 Defendant Las Vegas Paving Corporation (“LV Paving”) had a duty to ensure that the track was race
6 ready before the Las Vegas Grand Prix began. A race ready track is fundamental to ensuring both
7 driver and spectator safety. Defendants’ breach of that duty not only risked safety but also caused
8 ticketholders to be deprived of two of the five racing events they paid to see.

9 6. Attending a Grand Prix is an expensive proposition. At minimum, fans pay several
10 hundred dollars to attend all three days. More commonly, fans will pay tens of thousands of dollars
11 for a ticket. This, of course, says nothing of the thousands of dollars in travel expenses that a fan will
12 also have to pay just to get to the Grand Prix. Fans are willing to pay these colossal sums because it
13 offers multiple opportunities to physically experience a sport they have likely followed since
14 childhood and have only been able to watch on television.

15 7. The tickets Liberty sold included a provision that if admission was refused or revoked
16 without cause or the event was cancelled and not rescheduled for any reason, the ticket purchasers
17 would receive a refund of up to the ticket’s face value. However, contrary to this representation,
18 Liberty has never offered refunds or made any effort to make their ticket holders whole.

19 8. Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr.,
20 bring this class action against Defendants Liberty and LV Paving, individually and on behalf of all
21 persons in the United States who purchased tickets and attended or sought to attend the Formula 1
22 FP1 and FP2 Practice Run events on or about November 16, 2023.

23 9. Plaintiffs and the members of the Class assert claims against Defendants for breach of
24 contract, negligence, and violation of the Nevada Deceptive Trade Practices Act.

25 10. As a direct result of Defendants’ wrongful conduct, Plaintiffs and the members of the
26 Class have been harmed and are entitled to actual damages, including damages for the benefit of the
27 bargain they struck when purchasing their tickets, statutory and consequential damages, attorneys’
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1 fees, costs, and restitution, and compensation for any additional sums spent on any travel and lodging
2 to attend the FP1 and FP2 Practice Events.

3 **II. PARTIES**

4 **A. Plaintiffs**

5 11. At all times relevant hereto, Plaintiff Jack Diep (hereinafter “Plaintiff Diep”) was and
6 is a citizen of Arizona domiciled in Mohave County, Arizona. Plaintiff Diep bought a ticket to the
7 Las Vegas Grand Prix and attended or attempted to attend the FP1 and FP2 Practice Run events.

8 12. At all times relevant hereto, Plaintiff Jory Levy (hereinafter “Plaintiff Levy”) was and
9 is a citizen of Nevada domiciled in Clark County, Nevada. Plaintiff Levy bought a ticket to the Las
10 Vegas Grand Prix and attended or attempted to attend the FP1 and FP2 Practice Run events.

11 13. At all times relevant hereto, Plaintiff James Dayap (hereinafter “Plaintiff Dayap”) was
12 and is a citizen of Nevada domiciled in Clark County, Nevada. Plaintiff Dayap bought a ticket to the
13 Las Vegas Grand Prix and attended or attempted to attend the FP1 and FP2 Practice Run events.

14 14. At all times relevant hereto, Plaintiff Marvin Cutchins (hereinafter “Plaintiff
15 Cutchins”) was and is a citizen of California domiciled in Los Angeles County, California. Plaintiff
16 Cutchins bought a ticket to the Las Vegas Grand Prix and attended or attempted to attend the FP1 and
17 FP2 Practice Run events.

18 15. At all times relevant hereto, Plaintiff Ray Charles, Jr. (hereinafter “Plaintiff Charles”) was and is a citizen of California domiciled in Los Angeles County, California. Plaintiff Charles
19 bought a ticket to the Las Vegas Grand Prix and attended or attempted to attend the FP1 and FP2
20 Practice Run events.

21 **B. Defendants**

22 16. Defendant Liberty Media Corporation d/b/a Formula One Heineken Silver Las Vegas
23 Grand Prix (hereinafter “Liberty”) is, and was at all times mentioned herein, a Delaware corporation,
24 organized and existing under the laws of the State of Delaware, with its principal place of business in
25 Englewood, Colorado. Liberty is authorized to conduct business in the State of Nevada and was and
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1 is doing business in the State of Nevada, including the promotion, operation, management, and
2 commercial distribution of the Formula One racing series.

3 17. Defendant Las Vegas Paving Corporation (hereinafter “LV Paving”) is, and was at all
4 times mentioned herein, a Nevada corporation, organized and existing under the laws of the State of
5 Nevada, with its principal place of business in Las Vegas, Nevada. LV Paving is duly licensed and
6 authorized to conduct business in the State of Nevada and was and is doing business in the State of
7 Nevada, including the installation, maintenance, and inspection of manhole or water valve cover seals
8 including the manhole or water valve seal at issue in this matter.

9 18. That the true names and capacities of the Defendants DOES I through XX, inclusive,
10 are unknown to Plaintiffs, who, therefore, sue said Defendants by said fictitious names. Plaintiffs are
11 informed, believe, and thereon allege that each of the Defendants designated as DOES I through XX
12 are owners, operators and/or individuals or agencies otherwise within possession and control of the
13 motor vehicle herein mentioned and/or are individuals otherwise within the flow of traffic as related
14 hereto. Plaintiffs are informed, believe, and thereon allege that Defendants ROE BUSINESS
15 ENTITIES I through XX, are owners of the motor vehicle herein alleged and/or are in some manner
16 responsible for the actions of its employees and/or assigns of Defendants designated as ROE
17 BUSINESS ENTITIES I through XX. Plaintiffs are informed, believe, and thereon allege that each
18 of the Defendants designated as a DOE or a ROE BUSINESS ENTITY is in some manner negligently,
19 vicariously, statutorily, contractually, and/or otherwise responsible for the events and happenings
20 referred to and caused damages proximately to Plaintiffs as herein alleged. Plaintiffs will ask leave
21 of the Court to amend this Complaint to insert the true names of such Defendants when the same have
22 been ascertained.

23 III. JURISDICTION AND VENUE

24 19. The Court has jurisdiction because the underlying matters to this Consolidated Class
25 Action Complaint were removed to the District of Nevada by Liberty. *See* ECF No. 1; *see also* Notice
26 of Removal, *Marvin Cutchins et. al., v. Liberty Media Corp. et. al.*, No. 2:23-cv-00048 (Jan. 5, 2024),
27 ECF No. 1. Plaintiffs do not contest removal. The Court has jurisdiction because Plaintiffs voluntarily
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1 submit to the jurisdiction of this Court concerning the allegations in this Consolidated Complaint and
2 Plaintiff Levy and Plaintiff Dayap were and are domiciled in Nevada.

3 20. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act
4 (“CAFA”), 28 U.S.C. § 1332 because: a) diversity of citizenship exists between at least one member
5 of the putative class and at least one defendant; and b) the proposed class includes at least 100
6 members; and c) the amount in controversy exceeds, in the aggregate, \$5,000,000.00, exclusive of
7 costs and interests.

8 21. Venue is appropriate in this District under 28 U.S.C. § 1331(b) because a substantial
9 part of the events or omissions giving rise to the claim occurred this District.

10 **IV. GENERAL ALLEGATIONS**

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

13 23. At all times pertinent, Defendants were agents, servants, employees, or joint ventures
14 of every other Defendant herein, and at all times mentioned herein were acting within the scope and
15 course of said agency, employment, or joint venture, with knowledge and permission and consent of
16 all other named Defendants.

17 24. In advance of the Las Vegas Grand Prix, Plaintiffs purchased tickets and attended or
18 sought to attend the Formula 1 FP1 and FP2 Practice Run events on or about November 16, 2023.
19 Plaintiffs bring this action on their own behalf and on behalf of all other similarly situated claimants
20 who also purchased tickets and attended or sought to attend the Formula 1 FP1 and FP2 Practice Run
21 events on or about November 16, 2023.

22 25. On or about November 16, 2023, at approximately 8:30 p.m., Defendant Liberty
23 conducted and/or caused to be conducted the FP1 Practice Run event wherein the drivers participating
24 in the main Formula 1 Race were to take practice laps. As this October 2023 screenshot from
25 Defendant Liberty’s website shows, Defendant Liberty represented the FP1 Practice Run as the
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1 kickoff event to a highly anticipated three-day marathon of high octane racing which together marked
2 the first Formula One race in Las Vegas since 1982.¹

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**OPENING CEREMONY
LINEUP ANNOUNCED**

BUY TICKETS

**F1® IS COMING TO LAS VEGAS
NOVEMBER 16-18, 2023**

Formula 1® will light up the sports and entertainment capital of the world on November 16-18, 2023, for an unforgettable race cutting right through the neon heart of the city on the Las Vegas Strip.

The Las Vegas Grand Prix's 3.8-mile track will weave past world-famous landmarks, casinos and hotels as drivers push their luck to breaking points at speeds of up to 212 mph.

The stakes have never been higher.

RACE SCHEDULE ALL TIMES IN PACIFIC STANDARD TIME (PST)

THU NOV 16	FRI NOV 17	FRI NOV 17	SAT NOV 18	SAT NOV 18
PRACTICE 1 8:30PM - 9:30PM	PRACTICE 2 12:00AM - 1:00AM	PRACTICE 3 8:30PM - 9:30PM	QUALIFYING 12:00AM - 1:00AM	RACE 10:00 PM

23 26. Upon information and belief, over 35,000 invitees purchased tickets from Liberty to
24 appear and attend the FP1 Practice Run event. The ticket prices varied based on location and seating
25 position but ranged, generally, from a few hundred to tens of thousands of dollars.

26
27 ¹ <https://web.archive.org/web/20231011154154/https://www.f1lasvegasp.com/> (last visited
28 May 15, 2024).

1 27. On or about November 16, 2023, approximately nine minutes into the FP1 Practice
2 Run, a manhole or water valve cover on the track became dislodged, causing damage to two of the
3 racecars, and stopping the FP1 Practice Run race immediately.

4 28. After an approximate 2½-hour delay for track repairs, all spectators were removed
5 from the facility and viewing areas ahead of the FP2 Practice Run event.



21 29. After completing the track repairs and cancelling the FP1 Practice Run event, the FP2
22 Practice Run event was then rescheduled to start at 1:30 a.m.

23 30. The FP2 Practice Run event did not start until 2:30 a.m. and none of the invitees were
24 allowed to watch the event live at the facility and viewing areas as they had previously been escorted
25 off of the property at 1:30 a.m., and refused re-entry for the FP2 Practice Run.

26 31. Liberty conducted the FP2 Practice Run event without any invitees and ticketholders
27 permitted to attend.
28

1 excluded from the Class is any judge, justice, or judicial officer presiding over this matter and the
2 members of their immediate families and judicial staff.

3 39. This action has been brought and may be properly maintained as a class action as it
4 satisfies the requirements of both Rule 23(a) and 23(b)(3).

5 a. Plaintiffs allege that the Class consists of 35,000 invitees who purchased
6 tickets from Liberty to attend the “Practice Run” event and suffered damages as a result. The members
7 of the Class are so numerous that joinder of all such individuals would be impractical and that
8 disposition of their claims in a representative suit is a benefit to the court.

9 b. Plaintiffs have a well-defined community of interest or questions of fact and
10 law common to each member of the class in that all members of the class have suffered injuries due
11 to improper construction and inspection of the race track, cancelation of the event and lack of refunds,
12 as well as all other relevant causes. The claims herein alleged by Plaintiffs are representative of those
13 claims which could be alleged by such members of the Class.

14 c. Plaintiffs’ claims are typical as the members of the Class as their interests are
15 coincident with, not antagonistic to, the other members of the Class since they were damaged by the
16 acts and practices of the Defendants.

17 d. Plaintiffs will fairly and adequately protect the interest of the Class, as each
18 has purchased tickets to the Practice Run event, and each was damaged by the acts and practices of
19 Defendants, and each of them. Class Representative Plaintiffs have no conflicts with the other
20 attendees and invitees to the same event, with respect to the claims alleged.

21 e. Plaintiffs have retained counsel competent and experienced in class action
22 litigation.

23 f. Plaintiffs allege that questions of law and fact common to the Class
24 predominate over questions affecting the individual class members, and that the interest of justice and
25 efficiency will be best served by bringing this action as a class action with regard to the
26 aforementioned interests. The common questions include:

- 1 i. Whether Defendant Liberty's conduct breaches their contract with
- 2 Plaintiffs and the Class;
- 3 ii. Whether Defendants breached their duty to ensure that the track was race
- 4 ready by the time of the Practice Run events;
- 5 iii. Whether Defendants engaged in deceptive trade practices that harmed
- 6 Plaintiffs and the Class;
- 7 iv. Whether Defendants are required to give a refund and reimburse all related
- 8 expenses such as travel expenses as a result of the cancellation of the
- 9 Practice Run event, rather than ticket price only;
- 10 v. Whether Plaintiffs and members of the Class are entitled to damages, costs,
- 11 or attorneys' fees from Defendants; and
- 12 vi. Whether Plaintiffs and members of the Class are entitled to compensatory
- 13 damages as a result of the breaches by Defendants.

14 g. A class action is a superior method for the adjudication of the controversy in
15 that it will permit a large number of claims to be resolved in a single forum simultaneously, efficiently,
16 and without the unnecessary hardship that would result from the prosecution of numerous individual
17 actions and the duplication of discovery, effort, expense and the burden on the court that individual
18 actions would create. Plaintiffs also allege that the prosecution of separate actions by individual
19 members of the Class would create a risk of inconsistent or varying adjudications with respect to the
20 individual members of the class which would establish incompatible standards of conduct by the
21 parties opposing the class, and adjudication with respect to individual members of the Class would
22 be dispositive of the interest of other members not parties to the adjudication, or would substantially
23 impair or impede their ability to protect their interests.

24 h. The members of the Class are easily located and identified as the names and
25 addresses of all individual purchasers of tickets for the Practice Run event are maintained by Liberty
26 and ticket resellers.

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COUNT III
(Violation of Deceptive Trade Practice Act – Against Defendant Liberty)
(Nev. Rev. Stat. § 598.0903, et. seq.)

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3 55. Plaintiffs repeat and reallege the allegations contained in the paragraphs previously set
4 forth as fully set forth herein.

5 56. Pursuant to Nev. Rev. Stat. § 598.092(4), Defendant Liberty engaged in a “deceptive
6 trade practice” when, in the course of their business or occupation, they failed to make delivery of
7 goods or services for sale or lease within a reasonable time, or to make a refund for the goods or
8 services if they allow refunds.

9 57. The tickets purchased by the attendees of the Practice Run events included a provision
10 that if admission is refused or revoked without cause or the event is cancelled and not rescheduled for
11 any reason, the ticket purchasers would receive a refund of up to the ticket’s face value as set by the
12 Promoter.

13 58. The ticket sales included the following provision:

14 **ALL TICKET SALES ARE FINAL AND NON-CANCELLABLE. NO REFUNDS, CREDITS OR EXCHANGES. THE SOLE AND**
15 **EXCLUSIVE REMEDY, IF ANY, if admission is refused or revoked without cause, capacity limits result in ticket**
16 **cancellation, or the Event is canceled and not rescheduled for any reason, is a refund of up to the ticket’s face value as**
17 **set by the Promoter (“Face Value”). The Promoter’s liability for breach of the Terms and Conditions shall not exceed Face**
18 **Value. IN NO EVENT SHALL THE PROMOTER, FOWC, FOML OR ANY OF THEIR AFFILIATES OR ANY OTHER RELEASEE**
19 **(DEFINED BELOW) BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY**
20 **KIND, WHETHER OR NOT ANY SUCH DAMAGES ARE REASONABLY FORESEEABLE, INCLUDING ANY AMOUNT PAID IN**
21 **EXCESS OF FACE VALUE FOR THE TICKET OR ANY EXPENSES INCURRED BY THE HOLDER IN CONNECTION WITH THE**
22 **EVENT OTHER THAN THE FACE VALUE.**

23 59. Defendant Liberty engaged in a deceptive trade practice because, in spite of its
24 representations at the point of sale, none of the attendees and/or invitees who purchased the tickets to
25 the Practice Run event, and who were deprived of the opportunity to attend the same through no fault
26 of their own, have received and/or were offered any refunds for their tickets.

27 60. As a result of Defendant’s deceptive trade practices, Plaintiffs and the Class were
28 damaged and required to retain counsel to prosecute their claims.

61. Accordingly, Plaintiffs and the Class seek their actual and consequential damages,
punitive damages, an order enjoining Liberty’s deceptive acts or practices, costs of Court, attorney’s

1 fees, and all other appropriate and available remedies under the Nevada Deceptive Trade Practices
2 Act. Nev. Rev. Stat. § 41.600.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiffs expressly reserve their right to amend this Complaint at the time
5 of trial of the actions herein to include all items of damages not yet ascertained, and demand Judgment
6 against Defendants as follows:

7 A. For an Order determining at the earliest possible time that this matter may proceed as
8 a class action under Federal Rule 23 and certifying this case as such, defining the Class as requested
9 herein, finding the Plaintiffs are proper representatives of the Class requested, and appointing
10 Plaintiffs' counsel as Class Counsel;

11 B. For themselves and each Class member their actual compensatory damages;

12 C. General damages sustained by Plaintiffs and putative Class members;

13 D. Consequential or Special damages to be determined at the time of trial;

14 E. Actual and incidental expenses already incurred and to be incurred;

15 F. Reasonable attorney's fees and costs of suit;

16 G. Interest at the statutory rate; and

17 H. For such other relief as the Court deems just and proper.

18 **JURY DEMAND**

19 Plaintiffs demand a trial by jury of all issues so triable.

20 Dated: May 24, 2024.

21 Respectfully submitted,

22 **HAGENS BERMAN SOBOL SHAPIRO LLP**

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