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13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 JACK DIEP, individually; JORY LEVY,  
16 individually; JAMES DAYAP, individually;  
17 MARVIN CUTCHINS; and RAY  
CHARLES, JR., and all others similarly  
situated,

18 Plaintiffs,

19 v.

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

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

**DECLARATION OF CHRISTOPHER  
R. PITOUN IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

1 I, CHRISTOPHER R. PITOUN, declare as follows:

2 1. I am a member of the California Bar and have been admitted *pro hac vice* in  
3 this action. I am a partner at Hagens Berman Sobol Shapiro LLP (“Hagens Berman”), and  
4 Counsel for Plaintiffs in the above-captioned action. I make this Declaration in Support of  
5 Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement. Based on  
6 personal knowledge or discussions with counsel in my firm of the matters stated herein, if  
7 called upon, I could and would competently testify thereto.

8 2. On July 8, 2025 while a ruling on Defendants’ Motion to Dismiss the FACC  
9 was pending, the Parties engaged in mediation with the Hon. S. James Otero (Ret.).

10 3. In preparation for mediation, Plaintiffs requested that Defendants provide  
11 Plaintiffs with the underlying data supporting positions taken in their mediation brief.

12 4. The requested data related to the number of ticket purchasers who had  
13 scanned their tickets for entry before midnight on November 16, 2023, when the FP2 Free  
14 Practice Session (“FP2”) was set to begin. The matter did not settle at mediation.

15 5. Nonetheless, over the next several months, the Parties engaged in direct  
16 negotiations with the mediation providing a steppingstone to progress. These iterative  
17 negotiations were at arms-length and hard fought.

18 6. In October 2025, after several rounds of proposals and counter-proposals, the  
19 parties came to an agreement in principle.

20 7. Defendants provided Plaintiffs confirmatory discovery allowing Plaintiffs to  
21 independently confirm: the class size, number of Thursday-Only and Three-Day Tickets  
22 scanned before midnight on November 16, 2023, identify tickets transferred to other  
23 individuals, and the average price for the tickets.

24 8. Plaintiffs retained Dr. Russell W. Mangum III, Ph.D., a highly experienced  
25 economist and damages expert to analyze the methodology for determining the value of the  
26 Thursday-Only and Three-Day tickets attributable to FP2 and ensure that the model for  
27 allocation was fair to all Class Members.

28

1 9. Based on representations from Defendants, purchasers or possessors of 3,606  
2 Thursday-Only Tickets will receive automatic payments.

3 10. Based on representations from Defendants, purchasers or possessors of 14,338  
4 Three-Day Tickets will receive automatic payments.

5 11. Based on representations from Defendants, purchasers or possessors of forty-  
6 four Thursday-Only Tickets will need to file a Claim Form to receive payments.

7 12. Based on representations from Defendants, purchasers or possessors of 14,231  
8 Three-Day Tickets will need to file a Claim Form to receive payments.

9 13. Based on representations from Defendants, the Settlement Class includes the  
10 purchasers or possessors of 32,219 tickets to the 2023 Las Vegas Grand Prix.

11 14. Administration Costs will be paid from the common fund. RG/2 Claims  
12 Administration LLC (“RG/2”) has been selected as the claims administrator in this matter.  
13 RG/2 currently estimates the costs of administration to be \$76,306.00 based in part on  
14 Defendants’ representation of the number of Class Members.

15 15. Any amount of the requested Attorneys’ Fee Award and costs not approved by  
16 the Court will be included in the Net Class Settlement Amount and included in the  
17 distribution to the Settlement Class.

18 16. Defendants’ attorneys shall serve the Class Action Fairness Act (“CAFA”)  
19 notice required by 28 U.S.C. § 1715(b) on the appropriate Federal and State officials within  
20 ten (10) days of the filing of the Preliminary Approval Motion.

21 17. Class Notice will be sent via email to the email addresses for ticket purchasers  
22 provided by Defendants.

23 18. The email Notice will contain a link to the website established by the  
24 Administrator for this case which will contain a Long-Form Notice, instructions on how to  
25 submit a Claim Form if necessary, the First Amended Consolidated Complaint, and other  
26 information and documents to fully inform Class Members of the terms of the Settlement and  
27 their rights.  
28

1 19. Class Counsel has the expertise necessary to aggressively and fairly represent  
2 the Class.

3 20. Hagens Berman Sobol Shapiro, LLP has extensive experience in handling  
4 class action cases. Steve Berman and I have thoroughly investigated and analyzed the claims  
5 alleged in this action, have made informed judgments regarding the Settlement and believe it  
6 is fair, reasonable, and adequate. As the Court can see in the firm's brochure attached as  
7 Exhibit 2, Hagens Berman Sobol Shapiro, LLP engaged in extensive, good-faith negotiations  
8 overseen by experienced mediators. This further weighs in support of preliminary approval.

9 21. Plaintiffs' counsel strongly believe the claims in this action have merit.

10 22. The notice plan proposed here is the best practicable in the circumstances and,  
11 given the comprehensive contact information available, should reach an unusually large  
12 segment of the Settlement Class. Plaintiffs and Class Members purchased their tickets from  
13 Defendants over the internet.

14 23. Delivery of tickets to the purchaser was almost entirely electronic. If tickets  
15 were transferred to another individual, it was also done electronically. There were no  
16 physical tickets sent to Plaintiffs or Class Members.

17 24. To the extent a physical address was provided to Defendants, it would be the  
18 address associated with a credit card used to purchase the tickets which may or may not have  
19 belonged to the ticket holder.

20 25. Plaintiffs served their initial discovery requests on September 10, 2024.

21 26. Attached as Exhibit 1 is a true and correct copy of the Settlement Agreement.

22 27. Attached as Exhibit 2 is a true and correct copy of the current version of the  
23 Hagens Berman Sobol Shapiro LLP firm resume.

24 28. Attached as Exhibit 3 is a true and correct copy of the Declaration of Russell  
25 W. Mangum III, Ph.D. in Support of Plaintiffs' Unopposed Motion for Preliminary Approval  
26 of Class Settlement.

1           29.     Attached as Exhibit 4 is a true and correct copy of the Declaration of William  
2 W. Wickersham in Support of Plaintiffs’ Motion for Preliminary Approval.

3           30.     Attached as Exhibit 5 is a true and correct copy of Plaintiff Jack Diep’s  
4 Declaration in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class  
5 Settlement.

6           31.     Attached as Exhibit 6 is a true and correct copy of Plaintiff Jory Levy’s  
7 Declaration in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class  
8 Settlement.

9           32.     Attached as Exhibit 7 is a true and correct copy of Plaintiff James Dayap’s  
10 Declaration in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class  
11 Settlement.

12           33.     Attached as Exhibit 8 is a true and correct copy of Plaintiff Marvin Cutchins  
13 Declaration in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class  
14 Settlement. Mr. Cutchins’s signature on the Settlement Agreement is forthcoming.

15           34.     Attached as Exhibit 9 is a true and correct copy of Plaintiff Ray Charles, Jr.’s  
16 Declaration in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class  
17 Settlement. Mr. Charles’s signature on the Settlement Agreement is forthcoming.

18           35.     Attached as Exhibit 10 is a true and correct copy of the Declaration of Kevin  
19 Mahoney in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class  
20 Settlement.

21           36.     Attached as Exhibit 11 is a true and correct copy of the Declaration of  
22 Attorney Katherine J. Odenbreit in Support of Plaintiffs’ Unopposed Motion for Preliminary  
23 Approval of Class Settlement.

24           37.     Attached as Exhibit 12 is a true and correct copy of the Declaration of  
25 Victoria L. Hightower in Support of Plaintiffs’ Motion for Preliminary Approval of  
26 Settlement  
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**CERTIFICATE OF SERVICE**

I hereby certify that on March 2, 2026, I caused the foregoing document to be served upon counsel of record via the United States District Court CM/ECF system.

DATED: March 2, 2026

/s/ Steve W. Berman  
Steve W. Berman

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**CERTIFICATE OF SERVICE**

I hereby certify that on March 2, 2026, I caused the foregoing document to be served upon counsel of record via electronic mail.

DATED: March 2, 2026

/s/ Christopher R. Pitoun  
Christopher R. Pitoun

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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

JACK DIEP, JORY LEVY, JAMES DAYAP,  
MARVIN CUTCHINS, and RAY CHARLES,  
JR., individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

LIBERTY MEDIA CORPORATION d/b/a  
FORMULA ONE HEINEKEN SILVER LAS  
VEGAS GRAND PRIX, a foreign corporation;  
LAS VEGAS GRAND PRIX, INC., a Nevada  
corporation,

Defendants.

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

**CLASS ACTION SETTLEMENT  
AGREEMENT**

1 **I. INTRODUCTION**

2 Subject to approval by the Honorable Gloria M. Navarro of the United States District Court  
3 for the District of Nevada, this class action settlement agreement (“Settlement Agreement”) sets  
4 forth the complete and final terms by which Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin  
5 Cutchins, and Ray Charles, Jr., on behalf of themselves and the class stipulated to herein  
6 (“Plaintiffs”), and Defendants Liberty Media Corporation (“Liberty”) and Las Vegas Grand Prix,  
7 Inc. (“LVGP”, and together with Liberty, “Defendants”) fully and finally resolve, discharge, and  
8 settle all claims currently pending in the consolidated action styled *Diep et al. v. Liberty Media*  
9 *Corporation et al.*, Case No. 2:23-cv-02124-GMN-NJK.

10 **II. NATURE AND RESOLUTION OF THE ACTION**

11 1. WHEREAS, on November 17, 2023, Matt Raddue, Jory Levy, Carlos Maurico Gil,  
12 and James Dayap sued Defendants in Nevada state court on behalf of themselves and a putative  
13 class of individuals who purchased tickets to and attended the first day of the 2023 Las Vegas Grand  
14 Prix.

15 2. WHEREAS, Matt Raddue, Jory Levy, Carlos Maurico Gil, and James Dayap alleged  
16 various claims and sought several forms of monetary relief because a track condition interrupted  
17 Free Practice 1 and Free Practice 2, the two practice sessions scheduled for that day.

18 3. WHEREAS, on December 26, 2023, Defendants removed the action to the United  
19 States District Court for the District of Nevada.

20 4. WHEREAS, the case is styled *Diep, et al. v. Liberty Media Corporation et al.*, Case  
21 No. 2:23-cv-02124-GMN-NJK (the “*Diep Action*”).

22 5. WHEREAS, on December 27, 2023, Marvin Cutchins and Ray Charles, Jr. filed an  
23 identical complaint in Nevada state court on behalf of themselves and the same putative class.

24 6. WHEREAS, on January 5, 2024, Defendants removed that action to the United  
25 States District Court for the District of Nevada. The case was styled *Cutchins, et al. v. Liberty*  
26 *Media Corporation, et al.*, Case No. 2:24-cv-00048-APG-EJY.

27 7. WHEREAS, on April 23, 2024, the Court granted the *Diep Action* plaintiffs’ motion  
28 to consolidate the two cases into the *Diep Action* for all purposes.

1 8. WHEREAS, on that same day, the Court concurrently denied the *Diep* Action  
2 plaintiffs’ request to appoint interim class counsel and ordered Plaintiffs to file a consolidated class  
3 action complaint.

4 9. WHEREAS, on May 24, 2024, Plaintiffs filed their initial Consolidated Class  
5 Action Complaint (“Initial Consolidated Complaint”), naming only Liberty as a defendant and  
6 dismissing Matt Raddue and Carlos Mauricio Gil as plaintiffs.

7 10. WHEREAS, the Initial Consolidated Complaint asserted claims for breach of  
8 contract, negligence, and violations of the Nevada Deceptive Trade Practices Act (NDTPA) on  
9 behalf of a putative class of “[a]ll persons in the United States who purchased tickets and attended  
10 or sought to attend the Formula 1 FP1 and FP2 Practice Run events on or about November 16,  
11 2023.”

12 11. WHEREAS, Liberty fully disputed Plaintiffs’ allegations and on June 7, 2024,  
13 moved to dismiss all claims in the Initial Consolidated Complaint.

14 12. WHEREAS, on February 19, 2025, the Court granted in part Liberty’s motion to  
15 dismiss, dismissing the negligence and NDTPA claims with prejudice and granting Plaintiffs leave  
16 to amend their breach of contract claim.

17 13. WHEREAS, on March 13, 2025, Plaintiffs filed their operative First Amended  
18 Consolidated Class Action Complaint (“FACC”), which added LVGP as a defendant and asserted  
19 a single breach of contract claim against both Defendants.

20 14. WHEREAS, Defendants fully disputed Plaintiffs’ allegations and on April 15, 2025,  
21 moved to dismiss the FACC.

22 15. WHEREAS, on July 8, 2025, while Defendants’ motion to dismiss was pending, the  
23 Parties mediated this matter with the Hon. James Otero (Ret.).

24 16. WHEREAS, the case did not settle that day, but the Parties continued negotiations,  
25 first with Judge Otero’s assistance and later in multiple direct communications.

26 17. WHEREAS, these negotiations were at arm’s length and hard fought.

27 18. WHEREAS, after reaching a settlement in principle on October 29, 2025, the Parties  
28 promptly notified the Court, which thereafter stayed the case to allow the Parties time to engage in

1 confirmatory discovery, finalize the Settlement Agreement, and formalize a class administration  
2 plan.

3 19. WHEREAS, the confirmatory discovery process was lengthy and required  
4 Defendants to compile, share, and explain intricate data exports.

5 20. WHEREAS, Defendants closely collaborated with Class Counsel during this  
6 process through numerous videoconferences, phone calls, and follow-ups to address questions and  
7 ensure the accuracy of the information provided.

8 21. WHEREAS, Class Counsel diligently facilitated a thorough review of the  
9 confirmatory discovery, benefiting the Class.

10 22. WHEREAS, without admitting any liability or wrongdoing regarding the allegations  
11 in any of Plaintiffs’ complaints, the Parties agree to fully and finally resolve all actual or potential  
12 disputes between them and, with Court approval, on behalf of the Class.

13 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the  
14 settling Parties, by and through their undersigned attorneys of record, in consideration of the  
15 covenants, agreements, and releases set forth herein and for other good and valuable consideration,  
16 that the Action be finally and fully settled, compromised, and dismissed on the merits with  
17 prejudice as to Defendants, as defined below, and except as hereinafter provided, without costs as  
18 to Plaintiffs, the Class, or Defendants, upon and subject to the approval of the Court, following  
19 notice to the Class, on the following terms and conditions:

20 **III. DEFINITIONS**

21 In addition to terms identified and defined elsewhere in this Settlement Agreement, and as  
22 used in this Settlement Agreement, the terms below shall have the following meanings:

23 1. “**Action**” means the original and amended class action complaints filed in both the  
24 *Diep et al. v. Liberty Media Corporation et al.*, Case No. 2:23-cv-02124-GMN-NJK and *Cutchins,*  
25 *et al. v. Liberty Media Corporation, et al.*, Case No. 2:24-cv-00048-APG-EJY matters, which were  
26 consolidated by the Court’s order into the *Diep* Action, and the allegations contained therein.

27 2. “**Attorney Fees and Cost Award**” means the total amount of money the Court  
28 orders be awarded to Class Counsel for work reasonably performed and expenses reasonably

1 incurred by Class Counsel in prosecuting the Action. The Attorney Fees and Cost Award will be  
2 paid from the Class Settlement Amount.

3 3. “**Claim**” shall mean a request for reimbursement under this Settlement.

4 4. “**Claimant**” is a Class Member eligible to make a Claim pursuant to this Settlement  
5 Agreement.

6 5. “**Claim Form**” means a form used to make a Claim under this Settlement  
7 Agreement, substantially in the form attached hereto as **Exhibit A**.

8 6. “**Claims Period**” means the time period during which a Class Member may submit  
9 a Claim Form, which shall be a period of ninety (90) days after entry of Preliminary Approval.

10 7. “**Class**” or “**Class Member(s)**” means all persons or entities who (i) purchased a  
11 Thursday-Only Ticket or a Three-Day Ticket directly from LVGP, or possessed a transferred  
12 Thursday-Only Ticket or Three-Day Ticket received from a person or entity who originally  
13 purchased such ticket from LVGP, and (ii) attended Day One of the 2023 Las Vegas Grand Prix by  
14 scanning such ticket for entry before 11:59:59 P.M. on November 16, 2023. The Class excludes:  
15 (i) the United States District Judge and United States Magistrate Judge assigned to the Action, and  
16 any member of their staffs or their immediate families; (ii) the Honorable James Otero (Ret.) and  
17 any member of his staff or his immediate family; (iii) Defendants, and any of Defendants’ corporate  
18 affiliates, subsidiaries, officers, directors, employees, legal representatives, successors, and assigns;  
19 (iv) any person or entity who timely opts out of the Class; (v) all persons or entities who purchased  
20 or possessed a ticket that LVGP sold internally to LVGP and Liberty personnel or associated  
21 individuals; (vi) all persons or entities who purchased or possessed a ticket that LVGP sold to F1  
22 teams, F1’s partners, LVGP’s partners, and resellers, as each of these classes of tickets is designated  
23 in LVGP’s internal records; and (vii) all persons or entities who received a transferred Paddock  
24 Club ticket (which was a certain type of Three-Day Ticket Defendants sold directly to certain Class  
25 Members).

26 8. “**Class Counsel**” means Hagens Berman Sobol Shapiro LLP, JK Legal &  
27 Consulting LLC, Dimopoulos Law Firm, Mahoney Law Group, and Ivie, McNeil, Wyatt, Purcell  
28 & Diggs.

1           9.       “**Class List**” means a list of all Class Members that Defendants will diligently and  
2 in good faith compile from their reasonably available records and provide to the Settlement  
3 Administrator pursuant to the terms of this Agreement. Defendants will also diligently and in good  
4 faith compile from their records and include in the Class List: (i) a list of entities meeting the class  
5 definition; and (ii) identify persons on the Class List associated with those tickets, either as the  
6 account manager for the entity’s tickets or as the recipient of those tickets. The Class List will be  
7 formatted in a readable electronic file and will include, if available, each person or entity’s: (i) full  
8 name; (ii) telephone number provided at ticket purchase; (iii) email address provided at ticket  
9 purchase; (iv) mailing address provided at ticket purchase; (v) whether the ticket was a Thursday-  
10 Only Ticket or a Three-Day Ticket; (vi) whether the ticket owner purchased the ticket directly from  
11 LVGP or received a transferred ticket; and (vii) whether the ticket was scanned for an initial entry  
12 to the race circuit before 11:59:59 P.M. on Day One of the 2023 Las Vegas Grand Prix.

13           10.       “**Class Notice**” means the Notice to be sent to Class Members via email (or by mail,  
14 if an email address is not available), describing the terms of the Settlement and informing them of  
15 their rights to submit objections and to opt out, in substantially the form attached hereto as **Exhibit**  
16 **B**.

17           11.       “**Class Representative(s)**” means Jack Diep, Jory Levy, James Dayap, Marvin  
18 Cutchins, and Ray Charles, Jr.

19           12.       “**Class Representative Service Payment**” means the payment provided to the Class  
20 Representatives in recognition of their efforts and work in prosecuting the Action and in  
21 consideration of their general release of all claims, subject to Court approval.

22           13.       “**Class Settlement Amount**” means the amount of \$3,047,986 to be paid by  
23 Defendants pursuant to this Settlement for distribution as described herein. The Class Settlement  
24 Amount is an all-in, common fund settlement amount, meaning in no scenario will Defendants be  
25 obligated to pay more than the Class Settlement Amount.

26           14.       “**Court**” means the United States District Court, District of Nevada, where this  
27 consolidated Action is pending.

28           15.       “**Day One**” means the first day of the 2023 Las Vegas Grand Prix, which occurred

1 on November 16, 2023.

2 16. **“Defendants”** means Liberty and LVGP.

3 17. **“Distribution Factor”** means the ratio used to calculate actual payments (Net Class  
4 Settlement Amount ÷ Total Entitled Amount).

5 18. **“Effective Date”** means the date on which the Settlement becomes “Effective,”  
6 meaning that it has become “Final” as defined below, and either: (1) the United States Court of  
7 Appeals for the Ninth Circuit has rendered a final judgment affirming the Court’s final approval  
8 without material modification and the date for further appeal or review has passed without further  
9 appeal or review; (2) the United States Court of Appeals for the Ninth Circuit has rendered a final  
10 judgment affirming the Court’s final approval without material modification and the further appeals  
11 have been resolved without material modification of the final approval order; (3) the applicable  
12 date for seeking appellate review of the Court’s final approval of the Settlement has passed without  
13 a timely appeal or request for review having been made; or (4) upon the date the Court grants final  
14 approval if no timely and valid objections to the Settlement have been filed, or were subsequently  
15 withdrawn.

16 19. **“Final”** means the date on which the Court grants Final Approval of the Settlement  
17 Agreement.

18 20. **“Final Approval”** means the determination by the Court that the Settlement is fair,  
19 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

20 21. **“Final Approval Hearing”** means the hearing at which the Court will determine  
21 whether to grant Final Approval of the Settlement Agreement.

22 22. **“Final Approval Order and Judgment”** means an order granting Final Approval  
23 of the Parties’ Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and  
24 entering final judgment in the Action.

25 23. **“Individual Settlement Payment(s)”** means the Thursday-Only Ticket Settlement  
26 Payment(s) or the Three-Day Ticket Settlement Payment(s) that each Class Member will receive if  
27 eligible to receive payment under this Settlement Agreement.

28 24. **“Liberty”** means Defendant Liberty Media Corporation.

1           25.    “**Long Form Notice of Proposed Settlement**” means a more detailed form of notice  
2 compared to the Class Notice which will be posted on the Website, substantially in the form  
3 attached hereto as **Exhibit C**.

4           26.    “**LVGP**” means Defendant Las Vegas Grand Prix, Inc.

5           27.    “**Motion for Final Approval**” means the motion Class Counsel will file with the  
6 Court moving for a determination that the Settlement is fair, reasonable, and adequate, and for entry  
7 of the Final Approval Order and Judgment based thereon.

8           28.    “**Net Class Settlement Amount**” means the Class Settlement Amount, less all  
9 amounts paid for Attorney Fees and Costs, Class Representative Service Payment, and Settlement  
10 Administration Costs, as approved by the Court.

11          29.    “**Notice of Objection(s)**” means a Class Member’s valid and timely objection to the  
12 Settlement. An objection in writing must include: (a) the objector’s full name, signature, address,  
13 and telephone number; (b) a written statement of all grounds for the objection accompanied by any  
14 legal support for such objection (if any); and (c) copies of any papers, briefs, or other documents  
15 upon which the objection is based (if any). To be timely, written Notices of Objection must be  
16 submitted to the Settlement Administrator at the specified address, postmarked on or before the  
17 Response Deadline, or submitted electronically over the Website on or before the Response  
18 Deadline. Notices of Objection must also be mailed or filed with the Court on or before the  
19 Response Deadline. Alternatively, a Class Member may appear at the Final Approval Hearing and  
20 object to the settlement orally without having filed a written objection.

21          30.    “**Opt-out Request(s)**” means a timely written and signed request submitted by a  
22 Class Member to be excluded from the Settlement. An Opt-out Request must: (a) be signed by the  
23 Class Member; (b) contain the full name, address, and telephone number; (c) clearly state that the  
24 Class Member does not wish to be included in the Settlement; and (d) be returned by mail to the  
25 Settlement Administrator at the specified address, postmarked on or before the Response Deadline  
26 or submitted electronically over the Website before the Response Deadline. A Class Member who  
27 does not request to opt out from the Settlement will be deemed a Participating Class Member and  
28 will be bound by all terms of the Agreement if the Settlement is granted Final Approval by the

1 Court.

2 31. **“Participating Class Members”** and **“Participating Class”** means all Class  
3 Members who do not submit a valid and timely Opt-out Request.

4 32. **“Parties”** means Plaintiffs and Defendants.

5 33. **“Plaintiffs”** means Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and Ray  
6 Charles, Jr.

7 34. **“Preliminary Approval”** means the Order of the Court preliminarily approving this  
8 Settlement Agreement, the Class Notice to be emailed to Class Members, the Long Form Notice of  
9 Settlement to be posted on the Website, and the Claim Form, in substantially the format set forth  
10 in **Exhibit D**.

11 35. **“Preliminary Approval Date”** means the date the Court enters Preliminary  
12 Approval.

13 36. **“Released Parties”** means Liberty and LVGP and any of their current and former  
14 parents, divisions, departments, subsidiaries and affiliated companies or entities, including but not  
15 limited to their respective trustees, officers, directors, employees, investors, insurers,  
16 administrators, representatives, partners, shareholders and agents, and any other predecessors and  
17 successors, assigns and legal representatives and their related persons and entities.

18 37. **“Response Deadline”** means the deadline by which Class Members must submit an  
19 Opt-out Request or written Notice of Objection, which shall be the date that is sixty (60) calendar  
20 days from the initial emailing of the Class Notice by the Settlement Administrator, unless the  
21 sixtieth day falls on a Sunday or federal holiday, in which case the Response Deadline will be  
22 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may  
23 also be extended by express written agreement between Class Counsel and Defendants’ Counsel.  
24 Under no circumstances, however, will the Settlement Administrator have the authority to extend  
25 the Response Deadline unilaterally. If the Class Notice is re-emailed or mailed to a Class Member,  
26 the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days.

27 38. **“Settlement,” “Agreement,”** and **“Settlement Agreement”** each mean the  
28 settlement agreed to by the Parties and approved by the Court as its order as reflected in this

1 Settlement Agreement.

2 39. **“Settlement Administrator”** means RG/2 Claims Administration LLC, which was  
3 designated by counsel for Plaintiffs to administer the Settlement as provided herein and in orders  
4 of the Court.

5 40. **“Settlement Administration Costs”** means the costs payable from the Class  
6 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering  
7 this Settlement, as set forth in this Agreement.

8 41. **“Thursday-Only Ticket”** means a ticket LVGP sold to a person or entity that  
9 granted the ticketholder a license to access and attend only Day One (November 16, 2023) of the  
10 2023 Las Vegas Grand Prix.

11 42. **“Thursday-Only Ticket Entitled Amount”** means \$59.18, which is the calculated  
12 refund amount that each Thursday-Only Ticket purchaser would receive before any pro rata  
13 adjustment based on the Net Class Settlement Amount.

14 43. **“Thursday-Only Ticket Settlement Payment(s)”** means the payment of the pro  
15 rata share of the Net Class Settlement Amount each Participating Class Member who purchased a  
16 Thursday-Only Ticket is eligible to receive under this Agreement. The Thursday-Only Ticket  
17 Settlement Payment will be calculated by multiplying the Thursday-Only Ticket Entitled Amount  
18 × the Distribution Factor.

19 44. **“Three-Day Ticket”** means a ticket LVGP sold to a person or entity that granted  
20 the ticketholder a license to access and attend each of the three days (November 16-18, 2023) of  
21 the 2023 Las Vegas Grand Prix.

22 45. **“Three-Day Ticket Entitled Amount”** means \$104.81, which is the calculated  
23 refund amount that each Three-Day Ticket purchaser would receive before any pro rata adjustment  
24 based on the Net Class Settlement Amount.

25 46. **“Three-Day Ticket Settlement Payment(s)”** means the payment of the pro rata  
26 share of the Net Class Settlement Amount each Participating Class Member who purchased a  
27 Three-Day Ticket is eligible to receive under this Agreement. The Three-Day Ticket Settlement  
28 Payment will be calculated by multiplying the Three-Day Ticket Entitled Amount × the

1 Distribution Factor.

2 47. **“Total Entitled Amount”** means the number of Thursday-Only Ticket holders who  
3 will receive an automatic payment or submit a valid claim form × Thursday-Only Ticket Entitled  
4 Amount plus the number of Three-Day Ticket holders who will receive an automatic payment or  
5 submit a valid claim form × Three-Day Ticket Entitled Amount.

6 48. **“Website”** means <http://www.lvgp2023ticketsettlement.com>, the webpage that the  
7 Settlement Administrator will create containing electronic copies of the original Consolidated Class  
8 Action Complaint and the First Amended Consolidated Class Action Complaint, Settlement  
9 Agreement, Class Notice, the Long Form Notice of Settlement, and the Claim Form. The Website  
10 will also provide an electronic means by which the Class Members can submit the Claim Form,  
11 Opt-out Requests, and Notices of Objection. Following Final Approval, the Website will host the  
12 Final Judgment for a period of one year.

13 **IV. CLASS CERTIFICATION**

14 For the purposes of this Settlement only, the Parties stipulate to the certification of the Class  
15 as defined above. The Parties agree that certification for the purpose of this Settlement is not an  
16 admission that certification is proper, including but not limited to, under Rule 23 of the Federal  
17 Rules of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval of the  
18 Settlement, the Parties’ stipulation to class certification as part of the Settlement shall become null  
19 and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the  
20 issue of whether or not class certification would be inappropriate in a non-settlement context.

21 **V. COOPERATION**

22 The Parties agree that they will cooperate in good faith to effectuate, implement, and  
23 accomplish all terms of this Settlement Agreement. The Parties agree to accept non-material and  
24 procedural changes to this Settlement Agreement if so required by the Court in connection with  
25 Preliminary or Final Approval of the Settlement, and to meet and confer and cooperate in good  
26 faith to reach agreement on any other changes required or suggested by the Court.

27  
28

1 **VI. COURT APPROVAL, NOTICE, AND FINAL APPROVAL HEARING**

2 **A. Jurisdiction and Venue**

3 The Parties agree that the Court has jurisdiction over them and the subject matter of this  
4 Action, and that venue is proper. The Court shall retain jurisdiction of this Action, including after  
5 entry of judgment pursuant to the Settlement, for purposes of entering all orders and judgments  
6 authorized hereunder that may be necessary to implement and enforce the relief provided herein.

7 **B. Preliminary Approval**

8 1. By February 16, 2026, Plaintiffs shall move the Court for an order preliminarily  
9 approving this Settlement Agreement and approving the Class Notice.

10 2. Class Counsel shall be responsible for drafting the Motion for Preliminary Approval  
11 of the Settlement Agreement. Class Counsel shall share a draft of the motion with Defendants no  
12 later than seven (7) calendar days before the date Class Counsel files the motion. Defendants agree  
13 not to oppose the relief requested in the Motion for Preliminary Approval to the extent it is  
14 consistent with this Settlement Agreement. If Class Counsel makes material changes to the draft  
15 Motion for Preliminary Approval after sharing it with Defendants, Class Counsel will share the  
16 updated draft with Defendants as soon as reasonably possible but at least two business days before  
17 it is filed.

18 3. The Motion for Preliminary Approval of the Settlement shall move the Court for the  
19 entry of a Preliminary Approval Order, in substantially the format set forth in the proposed order  
20 attached hereto as **Exhibit D**.

21 **C. Notice**

22 1. Subject to the Settlement Administrator and all parties first agreeing to a data  
23 security agreement that protects the personal identifying information contained in the Class List,  
24 Defendants will provide the Class List to the Settlement Administrator within thirty (30) calendar  
25 days after the Preliminary Approval Date. The Settlement Administrator will keep this information  
26 confidential and not disclose it except as required to administer the Settlement.

27 2. Within twenty-one (21) calendar days after receiving the Class List from  
28 Defendants, the Settlement Administrator will send the Class Notice to each Class Member by

1 email. Defendants will reasonably endeavor to provide complete and accurate mailing and e-mail  
2 addresses based upon records in their possession.

3 3. If an email Notice to a Class Member indicates undeliverable, the Administrator will  
4 conduct a secondary email search and will re-send the Class Notices upon receipt of the updated  
5 email addresses. If an updated email address is not retrieved, the Settlement Administrator will  
6 mail via first class mail the Notice of Settlement within five (5) calendar days thereof. There shall  
7 be no obligation to re-mail a Notice of Settlement to any Class Member more than one (1) time  
8 unless specifically requested by that Class Member.

9 4. Within twenty-five (25) calendar days after emailing the Class Notice, the  
10 Settlement Administrator shall report to the Parties the number of undeliverable Class Notices and  
11 the corresponding Class Members for whom a better address could not be determined.

12 **D. Opt-outs and Objections**

13 1. Class Members who object to the Settlement Agreement, if any, must submit a  
14 timely and valid Notice of Objection. Class Members who do not timely and validly submit a  
15 Notice of Objection will waive any and all rights to appeal from the Final Approval Order and  
16 Judgment, which shall become final and non-appealable as to Participating Class Members at the  
17 time the Final Approval Order and Judgment is entered. A written Notice of Objection must contain  
18 all of the following information:

- 19 a. Clearly identify the case name and number: *Diep et al., v. Liberty Media*  
20 *Corp., et al.*, Case No. 3:23-cv-02124-GMN;
- 21 b. Include the full name, address, telephone number, and email address of the  
22 person or entity objecting (the “Objector”);
- 23 c. Include the full name, address, telephone number, and email address of the  
24 Objector’s counsel (if the Objector is represented by counsel); and
- 25 d. Be verified by an accompanying declaration submitted under penalty of  
26 perjury or a sworn affidavit.

27 2. A written Notice of Objection must be postmarked or submitted to the Settlement  
28 Administrator and the Court on or before the Response Deadline.

1           3.       If an Objector makes an objection through an attorney, in no event shall the Parties  
2 or the Class have any obligation whatsoever under this Settlement Agreement or otherwise for an  
3 Objector’s attorney fees or costs.

4           4.       Class Members may alternatively submit an oral Notice of Objection by appearing  
5 at the Final Approval Hearing and objecting to the settlement orally. At no time will any of the  
6 Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the  
7 Settlement Agreement or appeal from the Final Approval Order and Judgment.

8           5.       Any Class Member who wishes to opt out of the Settlement must submit to the  
9 Settlement Administrator an Opt-out Request, postmarked or submitted to the Website on or before  
10 the Response Deadline. To be effective, the Opt-Out Request must contain the full name, address  
11 and telephone number of the Class Member, and must include a written statement confirming that  
12 the individual is aware that by opting out they will forego the opportunity to receive their Individual  
13 Settlement Payment. If a Class Member submits both an Opt-Out Request and a Notice of  
14 Objection, the Opt-Out Request will control and will invalidate the Notice of Objection.

15           6.       The Settlement Administrator shall set up the Website containing electronic copies  
16 of the FACC, Settlement Agreement, Class Notice, Claim Form, and the Notice of Settlement,  
17 along with other pertinent information such as contact information for the Settlement Administrator  
18 and Class Counsel. The Website will also provide an electronic means by which the Class Members  
19 can submit Opt-out Requests and Notices of Objection.

20           7.       The Settlement Administrator shall provide all counsel with a weekly report that  
21 certifies: (a) the number of Class Members who have submitted timely and valid Notices of  
22 Objection or Opt-Out Requests; and (b) the number of undeliverable and re-mailed Notices. Class  
23 Counsel shall file with the Court all timely received and valid Notice of Objections and Opt-out  
24 Requests concurrently with their Final Approval Motion. The Participating Class will not include  
25 those individuals who submit a timely Opt-out Request. Individuals who timely opt out are not  
26 entitled to any monetary award under this Settlement Agreement.

27           8.       If the number of Class Members who have submitted timely and valid Notices of  
28 Objection or Opt-Out Requests meets or exceeds 2% of the number of Notices of Settlement sent

1 by the Settlement Administrator, then Defendants may, at their sole discretion, elect to terminate  
2 this Settlement Agreement. If Defendants elect to terminate the Settlement Agreement for this  
3 reason, then each Party shall be returned to the litigation position it was in immediately prior to the  
4 execution of this Settlement Agreement and this Settlement Agreement shall be null and void. If  
5 Defendants do not elect to terminate the Settlement Agreement for this reason, the Parties agree to  
6 meet and confer in good faith regarding any objection related to the Settlement Agreement before  
7 Class Counsel files its Motion for Final Approval.

8 **E. Claim Forms**

9 1. Claimants who do not qualify for an automatic payment but who may be entitled to  
10 reimbursement from the Settlement Fund may submit a Claim Form to seek reimbursement,  
11 provided that:

- 12 a. The Claim is submitted within the Claims Period;
- 13 b. The Claim contains a completed Claim Form; and
- 14 c. The Claim contains proof of purchase of a Thursday-Only Ticket and/or a  
15 Three-Day Ticket which identifies the seller of that Thursday-Only Ticket  
16 and/or a Three-Day Ticket.

17 2. The Settlement Administrator shall verify the Claim using the Class List.

18 3. The Settlement Administrator will provide weekly updates to Class Counsel and  
19 Defendants' Counsel as well as complete data within seven (7) days following the end of the Claims  
20 Period showing the number of claims submitted, number of claims approved, and number of claims  
21 denied.

22 **F. Final Approval**

23 1. Class Counsel will move for Final Approval of the Settlement Agreement, and will  
24 separately move for approval of the Class Representative Service Payment and Attorney Fees and  
25 Cost Award, at the times established by the Court. The Parties will suggest such dates for the  
26 Court's consideration when moving for Preliminary Approval.

27 2. The Final Approval motion will move for the entry of the Final Approval Order and  
28 Judgment, which will provide for, in substantial part, the following:

- 1 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
- 2 consummation of its terms and provisions;
- 3 b. Certification of the Settlement Class;
- 4 c. Approval of the Attorney Fees and Cost Award to Class Counsel;
- 5 d. Approval of the Class Representative Service Payment to Plaintiffs;
- 6 e. Directing Defendants to fund all amounts due under the Settlement Agreement;
- 7 and
- 8 f. Entering final judgment in the Action and closing the case, while maintaining
- 9 continuing jurisdiction to enforce the terms of the Settlement Agreement.

**G. Effect of Non-Approval**

11 If this Settlement Agreement does not become final and binding, this Settlement Agreement  
12 will become null and void, and the Parties shall be returned to their litigation position immediately  
13 prior to the execution of this Settlement Agreement. In such event, neither Plaintiffs nor  
14 Defendants shall be deemed to have waived any claims, objections, rights or defenses, or legal  
15 arguments or positions. Neither this Settlement Agreement nor the Court’s Preliminary or Final  
16 Approval thereof, and all negotiations, statements, information exchanged as part of confirmatory  
17 discovery, and all proceedings relating thereto, as well as any ancillary documents, actions,  
18 statements, or filings in furtherance of the Settlement, shall be admissible in any court regarding  
19 any issue or subject (except for the purpose of enforcing this Settlement Agreement). Each Party  
20 reserves the right to prosecute or defend this Action if the Settlement Agreement does not become  
21 final and binding.

**VII. NO ADMISSION**

23 1. This Settlement Agreement does not, and is not intended to constitute, nor shall it  
24 be deemed to constitute, an admission by any party as to the merits, validity or accuracy of any of  
25 the allegations, claims or defenses of any party in this case. Plaintiffs continue to assert the merits  
26 and validity of their breach of contract claim and believe they would have prevailed in this case.  
27 Defendants continue to assert the merits and validity of their argument that Plaintiffs’ breach of  
28 contract claim fails, among other reasons, because the terms and conditions of the tickets sold for

1 the 2023 Las Vegas Grand Prix bar any right to any refund whatsoever, and that Defendants would  
2 have prevailed in this case. By entering into this Agreement, Defendants do not admit or concede,  
3 expressly or impliedly, but instead deny, that they have in any way breached any agreement or in  
4 any way violated the common law of any jurisdiction, or any federal, state or local law, statute,  
5 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

6 2. Nothing in this Settlement Agreement, nor any action taken in implementation  
7 thereof, nor any statements, discussions or communications, nor any materials prepared,  
8 exchanged, issued or used during the course of the mediation or negotiations leading to this  
9 Settlement Agreement, is intended by the Parties to, nor shall any of the foregoing constitute, be  
10 introduced, be used or be admissible in any way in this case or any other judicial, arbitral,  
11 administrative, investigative or other proceeding of whatsoever kind or nature as evidence of any  
12 breach of contract or violation of the common law of any jurisdiction, or any federal, state or local  
13 law, statute, ordinance, regulation, rule or executive order, or any other obligation or duty at law or  
14 in equity.

15 3. Notwithstanding the foregoing, this Settlement Agreement may be used in any  
16 proceeding in the Court or in mediation or arbitration to enforce or implement any provision of this  
17 Settlement Agreement, including to enforce a Plaintiff or Class Member release, or implement any  
18 orders or judgments of the Court entered into in connection herewith.

19 **VIII. SETTLEMENT ADMINISTRATION**

20 1. Before Defendants are obligated to deliver the Class List to the Settlement  
21 Administrator, the Settlement Administrator and all parties must agree to a data security agreement  
22 that protects the personal identifying information contained in the Class List.

23 2. The Settlement Administrator will deliver Notice of Settlement to Class Members,  
24 calculate and distribute Individual Settlement Payments, verify and approve/reject Claim Forms,  
25 and perform the functions specified in this Agreement, any functions specified in the Class Notice  
26 after Court approval, any other functions that the Parties jointly agree in writing are necessary to  
27 accomplish administration of the Settlement, and any other functions approved by the Court.  
28 Defendants' Counsel shall have the right to monitor the Settlement Administrator's performance

1 of these duties, and the Settlement Administrator shall promptly respond to questions by  
2 Defendants' Counsel regarding administration of the Settlement.

3 3. Within seven (7) calendar days after the Claims Period concludes, the Settlement  
4 Administrator shall provide Class Counsel and Defendants' Counsel with a Microsoft Excel  
5 spreadsheet listing each Class Member in a separate row and certifying the following information  
6 in corresponding columns:

- 7 a. The Class Member's Account ID and/or Ticketing ID, as represented in the
- 8 Class List;
- 9 b. The date on which the Settlement Administrator sent the Notice to the Class
- 10 Member;
- 11 c. The method by which the Settlement Administrator sent the Notice to the
- 12 Class Member (email or mail);
- 13 d. Whether the Class Member returned a valid Opt-Out;
- 14 e. Whether the Class Member returned a valid Objection;
- 15 f. The total number of Three-Day Tickets associated with the Class Member
- 16 under the Settlement;
- 17 g. The total number of Thursday-Only Tickets associated with the Class
- 18 Member under the Settlement; and
- 19 h. The barcodes for all Thursday-Only and Three-Day Tickets associated with
- 20 the Class Member, as represented in the Class List.

21 4. Within seven (7) calendar days after the Settlement becomes Final, the Settlement  
22 Administrator will provide Defendants with wire transfer information for an interest-bearing  
23 Qualified Settlement Fund (as described in Section 468B of the Internal Revenue Code of 1986, as  
24 amended, and Treas. Reg. Section 1.468B-1, *et seq.*). The Settlement Administrator shall serve as  
25 Trustee of the fund and shall act as a fiduciary with respect to the handling, management and  
26 distribution of the fund. The Settlement Administrator shall act in a manner necessary to qualify  
27 the fund as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code of  
28 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*, and to maintain that qualification.

1 The Settlement Administrator shall act as a fiduciary with respect to the handling, management,  
2 and distribution of the fund, including the handling of tax-related issues and payments.

3 5. Upon completion of administration of the settlement, the Settlement Administrator  
4 will provide a written declaration under oath to certify such completion to the Court and counsel  
5 for all Parties.

6 6. Subject to Court approval, the Settlement Administrator will be paid for the  
7 reasonable costs of administration of the Settlement and distribution of payments under the  
8 settlement, which is currently estimated not to exceed \$76,306 based in part on Defendants'  
9 representation of the number of Class Members, which Class Counsel has analyzed and confirmed  
10 their agreement. These Settlement Administration Costs, which will be paid from the Class  
11 Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and  
12 tracking Notices of Settlement and other documents for this Settlement; establishing and  
13 maintaining the Website; calculating and distributing payments due under the settlement; any  
14 required tax reporting, verifying and approving/denying Claim Forms, providing necessary reports  
15 and declarations; and other duties and responsibilities set forth herein to process this Settlement,  
16 and as requested by the Parties. To the extent actual Settlement Administration Costs are greater  
17 than the estimated amount stated herein, such excess amount will be deducted from the Class  
18 Settlement Amount, subject to approval by the Court. If such approval is not granted, Defendants  
19 will not be obligated to pay any portion of the excess amount. Any portion of the estimated,  
20 designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill  
21 payment to the Settlement Administrator to undertake the requirement settlement administration  
22 duties will become part of the Class Settlement Amount.

23 7. Neither Defendants nor Defendants' Counsel shall have any liability whatsoever  
24 with respect to any act or omission of the Settlement Administrator, or any of its designees or  
25 agents, in connection with its performance of its duties under this Agreement, or under the Class  
26 Notice once approved by the Court.

27 8. The Settlement Administrator shall indemnify and hold harmless Defendants and  
28 Defendants' Counsel for any liability arising from any act or omission of the Settlement

1 Administrator, or any of its designees or agents, in connection with its performance of its duties  
2 under this Agreement, or under the Class Notice once approved by the Court.

3 **IX. MONETARY RELIEF**

4 **A. Settlement Funding and Payment**

5 1. Within thirty (30) calendar days of the Effective Date, Defendants will pay by wire  
6 transfer the Class Settlement Amount to the interest-bearing Qualified Settlement Fund set up by  
7 the Settlement Administrator. The Class Settlement Amount will be placed in an interest-bearing  
8 account in the name of “Diep v. Liberty Settlement Fund.” This payment is made in order to satisfy  
9 all of Defendants’ monetary obligations under this Settlement Agreement in connection with  
10 resolution of the Action. This sum is inclusive of payment for: (a) all settlement payments to Class  
11 Members eligible for settlement payments; (b) the Class Representative Service Payment (if  
12 awarded by the Court, in the amount awarded by the Court); (c) Class Counsel’s Attorney Fees and  
13 Costs in connection with prosecution of the Action (if awarded by the Court, in the amount awarded  
14 by the Court); and (d) Settlement Administration Costs. Interest earned by the sum deposited in  
15 the Qualified Settlement Fund shall be considered part of the Class Settlement Amount. In no event  
16 will Defendants be obligated to pay more than the Class Settlement Amount. Defendants shall have  
17 no responsibility, financial obligation, or liability whatsoever with respect to investment of any  
18 funds related to this Agreement (including the Class Settlement Amount and Net Class Settlement  
19 Amount), payment of any federal, state or local penalties or other charges related to taxes imposed  
20 on such funds, or their disbursements, or payment of the administrative, legal, accounting, or other  
21 costs occasioned by the use or administration of such funds. The Settlement is non-reversionary.  
22 Under no circumstances will any portion of the Class Settlement Amount revert to Defendants  
23 following the Effective Date.

24 2. Defendants have provided data to Class Counsel identifying the number of Class  
25 Members and data relating to purchase and transfer of tickets, which Class Counsel has reviewed  
26 and confirmed their agreement. This data identifies as many as 3,650 Thursday-Only Tickets and  
27 27,964 Three-Day Tickets that were scanned for entrance to the race circuit before 11:59:59 P.M.  
28 on November 16, 2023. Defendants have also identified as many as 644 Paddock Club tickets that

1 are additionally included in the Class. If the number of tickets in the Class List submitted to the  
2 Administrator is more than 5% greater than 32,258 (i.e., the total number of tickets in the Class List  
3 is more than 33,871), both sides shall increase the Class Settlement Amount on a pro rata basis  
4 equal to the percentage increase in the number of Class Members above 5%. For example, if the  
5 number of Class Members increased by 6% to 33,511, Defendants will increase the Class  
6 Settlement Amount by 1%.

7 3. The Settlement Administrator will issue payments of Thursday-Only Ticket  
8 Settlement Payments, Three-Day Ticket Settlement Payments, the Class Representative Service  
9 Payment (if any), and Class Counsel’s Attorney Fees and Cost Award within forty-five (45)  
10 calendar days after the Effective Date.

11 **B. Class Representative Service Payment**

12 1. Class Counsel may seek a Class Representative Service Payment for Plaintiffs to be  
13 paid from the Class Settlement Amount.

14 2. The Class Representative Service Payment shall be paid to Plaintiffs in addition to  
15 any Individual Settlement Payments that Plaintiffs may be entitled to as a Class Member under the  
16 Settlement Agreement. The Class Representative Service Payment is subject to Court approval and  
17 is intended to compensate Plaintiffs for the risks they took bringing this case and their active  
18 participation in the prosecution and settlement of this case, as well as for their general release of  
19 claims.

20 3. Upon finalization of this Settlement Agreement, the Parties have agreed that  
21 Defendants will not oppose Plaintiffs’ request, made as part of their motion for the Attorney Fees  
22 and Cost Award, that each Class Representative shall receive a Service Award not to exceed \$2,500.

23 4. Should the Court approve the Class Representative Service Payments in an amount  
24 that is less than requested by Class Counsel, the difference between the lesser amount approved by  
25 the Court and the greater amount requested will simply remain part of the Net Class Settlement  
26 Amount for the benefit of the Class.

27 **C. Plan of Allocation to Participating Class Members**

28 1. The goal of the plan of allocation is to automatically distribute Individual Settlement

1 Payments, without requiring a Claim Form, to three categories of Participating Class Members  
2 identified in the Class List: (i) persons or entities who directly purchased tickets from LVGP and  
3 did not transfer such tickets; (ii) persons or entities who received a transferred ticket (“Transferee”)  
4 originally purchased by a person or entity from LVGP (“Purchaser”) for whom it is known paid  
5 monetary consideration for the ticket transfer on Ticketmaster’s secondary resale market, in which  
6 case the Transferee will receive the pro rata share of the Net Class Settlement Amount for that  
7 ticket, not the Purchaser; and (iii) all original purchasers of Paddock Club tickets. Paddock Club  
8 tickets were a certain type of Three-Day Ticket Defendants sold directly to certain Class Members.  
9 The Parties have agreed that the original purchasers of those tickets shall be Class Members, not  
10 any subsequent recipient of transferred Paddock Club tickets, and should be automatically  
11 compensated under the Settlement without submission of a Claim Form.

12 2. The goal of the plan of allocation is to distribute Individual Settlement Payments,  
13 upon receipt and verification of the Claim Form, to all Participating Class Members identified in  
14 the Class List who received a transferred ticket (originally purchased from LVGP) but for whom it  
15 is currently unknown whether the Transferee paid monetary consideration for the ticket transfer.

16 3. Individual Settlement Payments will thus be paid to Participating Class Members as  
17 follows:

18 a. All Participating Class Members identified in the Class List who purchased  
19 a Thursday-Only or Three-Day Ticket directly from LVGP and did not transfer the ticket will  
20 receive notice that they are included in the Participating Class and will automatically receive  
21 Individual Settlement Payments electronically without any further action, unless that person or  
22 entity submits a valid Opt-Out.

23 b. All Participating Class Members identified in the Class List who received a  
24 transferred Thursday-Only or Three-Day Ticket from a person or entity who originally purchased  
25 such ticket from LVGP and for whom it is known paid monetary consideration for the ticket transfer  
26 on Ticketmaster’s secondary resale market, will receive notice that they are included in the  
27 Participating Class and will automatically receive Individual Settlement Payments electronically  
28 without any further action, unless that person or entity submits a valid Opt-Out.

1 c. All Participating Class Members identified in the Class List who purchased  
2 a Paddock Club ticket directly from Defendants will receive notice that they are included in the  
3 Participating Class and will automatically receive Individual Settlement Payments electronically  
4 without any further action, unless that person or entity submits a valid Opt-Out.

5 d. All Participating Class Members identified in the Class List as having  
6 received a transferred Thursday-Only or Three-Day Ticket from a person or entity who originally  
7 purchased the ticket from LVGP but for whom it is currently unknown whether that person paid  
8 monetary consideration for the ticket, will receive notice that they are included in the Participating  
9 Class regardless of whether they complete the Claim Form and will receive an Individual  
10 Settlement Payment only after returning the Claim Form, subject to verification by the Settlement  
11 Administrator, unless that person or entity submits a valid Opt-Out.

12 4. Should the Settlement Administrator propose to reject or otherwise deem a Claim  
13 Form insufficient, the reasons for the rejection shall be provided to Class Counsel and Defendants'  
14 Counsel upon request. Should Class Counsel or Defendants' Counsel dispute the rejection of any  
15 Claim Form, both sides shall meet and confer in good faith to attempt to resolve the dispute. Any  
16 such disputes that cannot be resolved between the Parties shall be resolved by the Court.

17 5. After deducting any Class Representative Service Payment, the Attorney Fees and  
18 Cost Award, and the Settlement Administration Costs from the Class Settlement Amount, the  
19 resulting Net Class Settlement Amount will be apportioned into Thursday-Only Ticket Settlement  
20 Payments and Three-Day Ticket Settlement Payments, using the Distribution Factor, as each of  
21 these terms is defined herein, and paying each Participating Class Member one payment for the  
22 aggregate total of Individual Settlement Payments to which the Participating Class Member is  
23 entitled.

24 6. Class Members may request a check rather than an electronic payment by informing  
25 the Settlement Administrator. Individual Settlement Payment checks will be valid and negotiable  
26 for one hundred eighty (180) calendar days from the date each check is issued and thereafter shall  
27 be void/cancelled.

28 7. All Participating Class Members will be bound by the Settlement and its release of

1 the claims, regardless of whether they cash their Individual Settlement Payment checks, and  
2 regardless of whether they timely return a Claim Form.

3 **D. Disposition of Uncashed Settlement Payments**

4 1. The Parties will instruct the Settlement Administrator to make reasonable efforts  
5 (i.e., telephone, email, or U.S. mail) to remind any Participating Class Member who has not cashed  
6 their check after ninety (90) calendar days that the check remains outstanding (the “Reminder”).  
7 The Settlement Administrator may not issue more than one (1) Reminder by any given means  
8 (telephone, email, and U.S. mail).

9 2. After one hundred eighty (180) calendar days after checks are mailed, the Settlement  
10 Administrator will send a second round of distributions to Participating Class Members who cashed  
11 their first Thursday-Only Ticket Settlement Payment or Three-Day Ticket Settlement Payment  
12 checks in proportion to their first payments if, after deducting the costs of a second distribution, the  
13 remaining amount allows for a pro rata payment of at least \$5.00 to each Participating Class  
14 Member who cashed their first check. The second round of distributions will be made either  
15 electronically or by check based on how each Participating Class Member received their first round  
16 of payment. If, after deducting the costs of a second distribution, the remaining amount does not  
17 allow for a pro rata payment of at least \$5.00 to each Participating Class Member who cashed their  
18 first check, then the amount of the uncashed checks will be sent to *cy pres* recipient the Legal Aid  
19 Center of Southern Nevada.

20 **X. CLASS COUNSEL’S FEES**

21 1. Class Counsel may seek an award of Attorney Fees and Costs to be paid from the  
22 Class Settlement Amount. The Attorney Fees and Cost Award is to be awarded to Class Counsel,  
23 subject to approval by the Court, for work reasonably performed and expenses reasonably incurred  
24 by Class Counsel in prosecuting the Action, and will be paid from the Class Settlement Amount.

25 2. Class Counsel will apply to the Court for an Attorney Fees and Cost Award as a  
26 percentage of the common fund of up to 30% for attorney fees and for actual costs incurred in the  
27 litigation. Defendants will not oppose Class Counsel’s application for an Attorney Fees and Cost  
28 Award not exceeding the above amounts, and Class Counsel may not be awarded, and shall not

1 accept, any amount for attorney fees and expenses in excess of the above amount. Should the Court  
2 approve the Attorney Fees and Costs in an amount that is less than requested by Class Counsel, the  
3 difference between the lesser amount approved by the Court and the greater amount requested will  
4 remain part of the Net Class Settlement Amount for the benefit of the Class.

5 3. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect  
6 to the awarded attorneys' fees and costs. Class Counsel shall be solely and legally responsible for  
7 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts  
8 received.

9 4. During mediation and the subsequent settlement negotiations, the Parties did not  
10 discuss payments for service awards to the named plaintiffs or attorney fees and expenses to Class  
11 Counsel, much less reach any agreements concerning them. The Parties agreed to the language in  
12 this section only after an agreement in principle had been reached, extensive confirmatory  
13 discovery had been completed, and the Settlement was nearly finalized.

14 **XI. RELEASE OF CLAIMS**

15 **A. Class Members**

16 In consideration for their awarded Individual Settlement Payments, as of the date the  
17 Settlement becomes Effective, all Participating Class Members who do not timely opt out will fully  
18 release and forever discharge Defendants and the Released Parties from any and all claims, both  
19 potential and actual, that were or could have been alleged by reason of or in connection with or that  
20 are reasonably related to any matter or fact set forth or referred to in the Action. The released  
21 claims include but are not limited to any and all claims brought under the common law of any  
22 jurisdiction, or any federal, state or local law, statute, ordinance, regulation, rule or executive order,  
23 or any obligation or duty at law or in equity which is in connection with or reasonably relates to a  
24 ticket to Day One of the 2023 Las Vegas Grand Prix.

25 **B. Plaintiffs**

26 1. Plaintiffs and their respective former and present spouses, representatives, agents,  
27 attorneys, heirs, administrators, successors, and assigns generally and fully release and forever  
28 discharge Defendants and the Released Parties from any and all claims, both potential and actual,

1 that were or could have been alleged by reason of or in connection with or that are reasonably  
2 related to any matter or fact set forth or referred to in the Action. The released claims include but  
3 are not limited to any and all claims brought under the common law of any jurisdiction, or any  
4 federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation  
5 or duty at law or in equity which is in connection with or reasonably relates to a ticket to Day One  
6 of the 2023 Las Vegas Grand Prix

7 2. Plaintiffs further agree and covenant not to sue or support or encourage in any way  
8 any litigation or other legal action with respect to any claims relating to the 2023 Las Vegas Grand  
9 Prix, except that this provision shall not prohibit Plaintiffs from providing information as required  
10 by applicable law or responding to inquiries initiated by applicable government agencies, or from  
11 bringing a legal action on their own behalf for claims that they have not released and that arise after  
12 execution of this Settlement Agreement (“Plaintiffs’ Covenant Not to Sue”). Plaintiffs’ Release  
13 and Covenant Not to Sue does not extend to any claims or actions to enforce this Agreement.  
14 Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to,  
15 the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’  
16 Release shall be and remain effective in all respects, notwithstanding such different or additional  
17 facts or Plaintiffs’ discovery of them.

18 3. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For  
19 purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights, and  
20 benefits, if any, of section 1542 of the California Civil Code (and equivalent, comparable, or  
21 analogous provisions of the laws of the United States or any state or territory thereof, or of the  
22 common law, or of the laws of any other jurisdiction to the extent applicable), which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

23  
24  
25  
26 **XII. NO SOLICITATION**

27 The Parties separately agree that they and their respective counsel and employees will not  
28 solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment.

1 Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with  
2 Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members

3 **XIII. WAIVER OF APPEALS**

4 The Parties waive all appeals from the Final Approval of the Settlement unless the Court  
5 materially modifies the Settlement. Defendants’ payment obligations under the Settlement will be  
6 suspended pending the final completion of any appeals process.

7 **XIV. GOVERNING LAW**

8 The Parties agree that Nevada law shall govern the validity, construction and enforcement  
9 of this Settlement Agreement, without regard to choice-of-law principles.

10 **XV. OTHER CONDITIONS OF SETTLEMENT**

11 **A. Exhibits**

12 The Exhibits to this Settlement Agreement are material and integral parts hereof and are  
13 fully incorporated herein by this reference.

14 **B. Notices to Counsel**

15 All notices to counsel required or desired to be given under this Settlement Agreement shall  
16 be in writing and by e-mail to lead counsel for the respective Parties. Specifically, such notices  
17 shall be both emailed to Christopher Pitoun (christopherp@hbsslaw.com), Katherine Odenbreit  
18 (kodenbreit@mahoney-law.net), Victoria Hightower (vhightower@imwlaw.com), and Rodney  
19 Diggs (rdiggs@imwlaw.com) for Plaintiffs, David Marroso (dmarroso@omm.com), Esteban  
20 Rodriguez (esrodriguez@omm.com), and J. Colby Williams (jcw@cwlawlv.com) for Defendants,  
21 and mailed to their respective offices.

22 **C. Entire Agreement**

23 This Settlement Agreement, including any Exhibits hereto, contains the entire agreement  
24 and understanding of the Parties with respect to the Settlement, superseding all previous  
25 negotiations and understandings, and may not be contradicted by evidence of any prior or  
26 contemporaneous agreement. This Settlement Agreement does not impose any obligations on the  
27 Parties beyond the terms and conditions stated herein.  
28

1       **D. Modifications to this Agreement**

2           No material modifications to this Agreement may be made without written agreement of all  
3 Parties and, if necessary, Court approval.

4       **E. Failure to Insist on Strict Compliance**

5           The failure of any Party to insist in any one or more instances on strict compliance with the  
6 terms and conditions hereof shall not be construed to be a waiver of remedies available with respect  
7 to any prior or subsequent breach.

8       **F. No Tax Advice**

9           Neither Plaintiffs, Class Counsel, Defendants, Defense Counsel, or the Settlement  
10 Administrator are providing or will provide any advice regarding taxes or taxability, nor shall  
11 anything in this Settlement be relied upon as such within the meaning of United States Treasury  
12 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13       **G. No Drafting Presumption**

14           All Parties hereto have participated, through their respective counsel, in the drafting of this  
15 Settlement Agreement and, therefore, this Settlement Agreement shall not be construed more  
16 strictly against one party than another.

17       **H. Interpretation of Terms**

18           Whenever possible, each provision and term of this Settlement Agreement shall be  
19 interpreted in such a manner as to be valid and enforceable.

20       **I. Severability**

21           If any portion of this Settlement Agreement is judged to be unenforceable, the remainder of  
22 the Agreement shall continue to be valid and enforceable.

23       **J. Paragraph and Section Headings**

24           Paragraph and section headings are for convenience of reference only and are not intended  
25 to create or modify substantive rights or obligations.

26       **K. Dispute as to Meaning of Agreement Terms**

27           In the event of any dispute or disagreement with respect to the meaning, effect or  
28 interpretation of this Settlement Agreement or any Exhibit hereto, or in the event of a claimed

1 breach of the Settlement Agreement, the Parties agree that such dispute will be resolved and  
2 adjudicated only in accordance with the dispute resolution provisions of this Settlement Agreement.

3 **L. Counterparts**

4 This Settlement Agreement may be executed in counterparts via PDF or DocuSign. Each  
5 signed counterpart together with the others shall constitute the full Settlement Agreement.

6 **M. Agreement Binding**

7 As of the date on which counsel for the Parties and the Parties execute this Settlement  
8 Agreement, this Settlement Agreement will be binding in all respects, unless the Court fails to  
9 approve this Settlement Agreement and the Settlement Agreement is thus vacated. This Settlement  
10 Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective  
11 heirs, dependents, executors, administrators, trustees, legal representatives, personal  
12 representatives, agents, successors and assigns; provided, however, that this Settlement Agreement  
13 shall not inure to the benefit of any third party.

14 **N. Enforcement**

15 1. The Parties will work diligently and in good faith to resolve all disputes that may  
16 arise concerning the rights, obligations and duties of the Parties to the Settlement Agreement. In  
17 the event the Parties cannot agree, the Parties will attempt to resolve the dispute in mediation with  
18 a mutually selected JAMS mediator. If the mediation fails, the Parties reserve their rights to seek  
19 recourse with the Court.

20 2. Any enforcement proceedings related to or arising out of this Agreement will be  
21 resolved and adjudicated only by the Honorable Gloria M. Navarro of the United States District  
22 Court, District of Nevada, or by any other judge of that Court to whom this case subsequently may  
23 be assigned, unless otherwise provided in this Settlement Agreement or the Court.

24 **O. Time for Compliance**

25 If the date for performance of any act required by or under this Agreement falls on a  
26 Saturday, Sunday, or Court holiday, that act may be performed on the next business day with the  
27 same effect as if it had been performed on the day or within the period of time specified by or under  
28 this Agreement.

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**P. Advice of Counsel**

The determination of the terms of, and the drafting of, this Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel.

1 **APPROVED AS TO FORM:**

2 **By Counsel for Plaintiffs**

3 HAGENS BERMAN SOBOL SHAPIRO LLP  
4 Steve W. Berman  
5 Christopher R. Pitoun  
6 301 North Lake Avenue, Suite 920  
7 Pasadena, California 91101  
8 steve@hbsslaw.com  
9 christopherp@hbsslaw.com

10 2/27/2026

11 DATED: \_\_\_\_\_

DocuSigned by:  
*Christopher Pitoun*  
7201472E50C3450...  
CHRISTOPHER R. PITOUN

12 DIMOPOULOS INJURY LAW  
13 Steve Dimopolous  
14 Jared Kahn  
15 Paul A. Shpirt  
16 6671 South Las Vegas Boulevard, Suite 275  
17 Las Vegas, Nevada 89119  
18 sd@stevedimopoulos.com  
19 ps@stevedimopoulos.com

20 2/27/2026

21 DATED: \_\_\_\_\_

DocuSigned by:  
*Steve Dimopoulos*  
13A33208982F426...  
STEVE DIMOPOLOUS

22 IVIE McNEILL WYATT PURCELL & DIGGS  
23 Rodney S. Diggs  
24 Cheryl H. Wilson  
25 Victoria L. Hightower  
26 Ivie, McNeil, Wyatt, Purcell & Diggs  
27 8485 W. Sunset Blvd. Suite 105  
28 Las Vegas, NV 89113  
rdiggs@imwlaw.com  
cwilson@imwlaw.com  
vhightower@imwlaw.com

29 2/27/2026

30 DATED: \_\_\_\_\_

DocuSigned by:  
*Rodney Diggs*  
40C11102F17D41A...  
RODNEY S. DIGGS

1 MAHONEY LAW GROUP, APC  
Kevin Mahoney  
2 Katherine Odenbreit  
249 E. Ocean Boulevard, Suite 814  
3 Long Beach, CA 90802  
kodenbreit@mahoney-law.net

4  
5 DATED: 2/27/2026

DocuSigned by:  
*Katherine Odenbreit*  
C75617AA6765452  
KATHERINE ODENBREIT

6 **By Counsel for Defendants**

7 O'MELVENY & MYERS LLP  
8 David Marroso  
Esteban Rodriguez  
9 1999 Avenue of the Stars, Eighth Floor  
Los Angeles, California 90067  
10 dmarroso@omm.com  
esrodriguez@omm.com

11  
12 DATED: 2/28/2026

DocuSigned by:  
*David Marroso*  
4A1D938B4B264F2...  
DAVID MARROSO

14 CAMPBELL & WILLIAMS  
15 J. Colby Williams  
Philip R. Erwin  
16 710 South Seventh Street  
Las Vegas, Nevada 89101  
17 jcw@cwlawlv.com  
pre@cwlawlv.com

18  
19 DATED: 2/27/2026

Signed by:  
*J. Colby Williams*  
F71B0072FF984A4...  
J. COLBY WILLIAMS

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**APPROVED AND AGREED:**

DATED: 2/27/2026 \_\_\_\_\_

Signed by:  
  
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\_\_\_\_\_  
JACK DIEP

DATED: 3/2/2026 \_\_\_\_\_

DocuSigned by:  
  
EA2FAE8EE8DA4FD...

\_\_\_\_\_  
JORY LEVY

DATED: 2/27/2026 \_\_\_\_\_

DocuSigned by:  
  
33D0C75E51C04BE...

\_\_\_\_\_  
JAMES DAYAP

DATED: \_\_\_\_\_

\_\_\_\_\_  
MARVIN CUTCHINS

DATED: \_\_\_\_\_

\_\_\_\_\_  
RAY CHARLES, JR.

DATED: 3/1/2026 \_\_\_\_\_

DocuSigned by:  
  
7A668A9669FE4BD...

\_\_\_\_\_  
LIBERTY MEDIA CORPORATION  
By: Craig Troyer  
Senior Vice President & Deputy General Counsel

DATED: 3/1/2026 \_\_\_\_\_

Signed by:  
  
ED5ED186A7B241B...

\_\_\_\_\_  
LAS VEGAS GRAND PRIX, INC.  
By: Greg Riches  
Executive Vice President & General Counsel

# Exhibit A



# Exhibit B

Fr LAS VEGAS GRAND PRIX SETTLEMENT ADMINISTRATOR

T C M r E Addr

S L D . . . L r M d C r r . .

N ID N ID

C r C d C r C d

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*ac iep et. al. v. i erty Media Corporation et. al.*  
Case No. 2:23-cv-02124-GMN-NJK

*A court has authori ed this notice. his is not a solicitation from a la yer.*

***LAS VEGAS GRAND PRIX, INC.’S RECORDS INDICATE THAT YOU ARE A PERSON OR ENTITY THAT PURCHASED OR POSSESSED A TICKET TO THE 2023 LAS VEGAS GRAND PRIX AND ATTEMPTED TO ATTEND THE FP2 FREE PRACTICE SESSION SCHEDULED FOR NOVEMBER 16, 2023. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT***

A Settlement has been reached in a class action lawsuit between Defendants Liberty Media Corporation and Las Vegas Grand Prix, Inc. (collectively, “Defendants”) and persons or entities who alleged that they, and the Settlement Class, are entitled to partial refunds of the ticket price for the 2023 Las Vegas Grand Prix because Defendants had to delay the FP2 Free Practice Session and subsequently revoked the Settlement Class’s admission without cause before the FP2 Free Practice Session began. The case is *ac iep et. al. v. i erty Media Corporation et. al.*, Case No. 2:23-cv-02124-GMN-NJK, in the U.S. District Court for the District of Nevada (the “Lawsuit”). The proposed Settlement is not an admission of wrongdoing by Defendants. Defendants deny all allegations of wrongdoing and disclaim all liability regarding all claims in the Lawsuit.

**A I d d S C** Our records reflect that you may be a Settlement Class member. Settlement Class members are all persons or entities who possessed or purchased a qualifying Thursday-Only r Three-Day Ticket to the 2023 Las Vegas Grand Prix d attempted to attend the FP2 Free Practice Session by 11:59:59 P.M. on November 16, 2023 and have not previously elected to be excluded from the Class in this case.

**C I** If approved by the Court, Defendants will establish a Settlement Fund of \$3,047,986. After paying notice and administration expenses, approved Class Counsel’s attorney fees and costs, and a Service Award to the named Plaintiffs, what remains of the \$3,047,986 million will be used to pay Cash Awards to Class Members.

**H D I C A rd** It depends. You **d** need to submit a claim form if you purchased your ticket directly from Defendants or purchased your ticket on Ticketmaster (primary or secondary markets). If you are one such Class Members, you will automatically receive your Cash Award via email to your last known email address. If you possessed a ticket that you received from someone else (meaning you did not purchase it directly from Defendants or on Ticketmaster), then you **d** need to submit a claim form. If you are one such Class Members, you must visit the Settlement Website at [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com) to complete a Claim Form and provide documentation supporting your claim for a Cash Award. If the Claim Form is approved, you will receive the Cash Award for that ticket, not the Class Member who originally purchased it.

r M O r O           You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than **DATE**. If you exclude yourself, you cannot get a Cash Award, but you keep any rights you may have to sue the Defendants over the legal issues in the Lawsuit. If you do not exclude yourself, you may object to the Settlement if you choose to do so. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed with the Court no later than **DATE**. Specific instructions about how to object to or exclude yourself from the Settlement are available at [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com). If you do nothing and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims relating to the causes of action asserted in this Lawsuit, or any claim in connection with or which reasonably relates to a ticket to Day One of the 2023 Las Vegas Grand Prix will be released. “Mass” or “class” objections or exclusions from the Class will not be allowed.

          R r          M           The Court has appointed Hagens Berman Sobol Shapiro LLP, JK Legal Consulting LLC, Dimopoulos Law Firm, Mahoney Law Group, and Ivie, McNeil, Wyatt, Purcell Diggs to represent the Settlement Class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this Lawsuit, you may hire one at your expense.

          C r C d r Pr dS           The Court has already granted Preliminary Approval of the Settlement. A final hearing on the Settlement, called a final approval or fairness hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also hear any proper objections related to the Settlement, consider any requests for an award of Class Counsel’s attorneys’ fees (not to exceed 30% of the total Settlement Fund), expenses, and any Service Award for the Plaintiffs (not to exceed \$2,500 each) that may be sought by Class Counsel. The Court will hold the **F A r H r** on **DATE TIME PT**, at the U.S. District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, NV 89101, Courtroom 7D. The date and time of the Final Approval Hearing are subject to change by Court order, and the hearing may be conducted remotely. Any changes, including instructions for how Settlement Class Members may attend the hearing if it is conducted virtually or by telephonic means, will be posted on the Settlement Website [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com) and on the Court’s docket.

          H D I M r I r           For more information, including a more detailed Notice, Claim Form, a copy of the Settlement Agreement and other documents, go to [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com), contact the settlement administrator at **X-XXX-XXX-XXXX** or **Settlement Administrator, [ADDRESS, CITY, STATE]**, or call Class Counsel at (562) 590-5550.

# Exhibit C

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

**NOTICE OF PROPOSED CLASS SETTLEMENT**

***LAS VEGAS GRAND PRIX, INC.'S RECORDS INDICATE YOU ARE A PERSON OR ENTITY THAT PURCHASED OR POSSESSED A TICKET TO THE 2023 LAS VEGAS GRAND PRIX AND ATTEMPTED TO ATTEND THE FP2 FREE PRACTICE SESSION SCHEDULED FOR NOVEMBER 16, 2023. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT***

*A federal court has authorized this notice.  
This is not an advertisement or solicitation from a lawyer.  
You are not being sued.*

*Your rights are affected regardless of whether you act or do nothing. Read this notice carefully.*

The purpose of this notice is to inform you of a proposed settlement of a class action lawsuit known as *Jack Diep, et. al. v. Liberty Media Corporation, et. al.*, No. 2:23-cv-02124-GMN-NJK (D. Nev.). You are receiving this notice because records available to the parties indicate that you may be entitled to cash benefits offered by this Settlement.

A lawsuit is pending in the United States District Court for the District of Nevada (the "Court") against Liberty Media Corporation and Las Vegas Grand Prix, Inc. (collectively, "Defendants"). Plaintiffs' claims arise out of an event that occurred on the race track that impacted the FP1 Free Practice Session and FP2 Free Practice Session of the 2023 Las Vegas Grand Prix.

Plaintiffs allege that an accident during the FP1 Free Practice Session on November 23, 2023 caused a several hour delay to the FP2 Free Practice Session. Plaintiffs allege that Defendants failed to plan for the delay to the FP2 Free Practice Session because Defendants did not retain sufficient staff to ensure fan safety by the time the delayed FP2 Free Practice Session went forward. As a result, Plaintiffs allege that Defendants removed ticket holders from the viewing areas before the FP2 Free Practice Session began and thus revoked their admission without cause and without a refund. Plaintiffs assert a single claim against Defendants for breach of contract seeking a partial refund of the ticket price for the 2023 Las Vegas Grand Prix.

Defendants have not been found liable for any claims in this Action. Defendants deny any wrongdoing and maintain that there is no legal entitlement to a refund. The Court has not decided who is right. If the case had proceeded, Plaintiffs would have been required to prove their claims against Defendants at a trial.

The parties have instead reached a voluntary settlement to avoid lengthy litigation and expedite relief to consumers. The persons or entities who purchased a Thursday-Only Ticket or a Three-Day Ticket to the 2023 Las Vegas Grand Prix directly from Defendants, or who received a transferred Thursday-Only Ticket or Three-Day Ticket originally purchased directly from Defendants, attempted to attend the FP2 Free Practice Session, and otherwise are not excluded from the class definition, are known as "Class Members."

Under the proposed Settlement, Defendants will establish a \$3,047,986 settlement fund to reimburse Class Members with \_\_\_\_\_ for the FP2 Free Practice Session they were precluded from attending.

Plaintiffs reached a Settlement with Defendants, and the parties have memorialized that Settlement in a Settlement Agreement dated March 2, 2026.

Your legal rights are affected whether you act or don't act. These rights and options are explained in this notice. **P** **r** **d** **r** **.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM ONLINE</b>	<p>If you possessed a ticket that you received from someone else (meaning you did not purchase it directly from Defendants or on Ticketmaster's primary or secondary markets), then you <b>do</b> need to submit a Claim Form for reimbursement. If you are one such Class Member and you do not submit a Claim Form, the Settlement will still resolve your claims against Defendants. This means you will give up your rights to sue Defendants about the Released Claims (as defined in the Settlement Agreement), regardless of whether you submit a Claim Form for reimbursement, and you will be bound by the judgment.</p> <p>The deadline to submit a Claim Form is <b>                    , 2026.</b> Any extension of that date will be posted on the Settlement Website.</p>
<b>DO NOTHING</b>	<p>You <b>do not</b> need to submit a claim form if you purchased your ticket directly from Defendants or purchased your ticket on Ticketmaster's primary or secondary markets. If you are one such Class Member and you do nothing regarding the Settlement, you will automatically participate in any monetary distribution. The Settlement will resolve your claims against Defendants. This means you will give up your rights to sue Defendants about the Released Claims (as defined in the Settlement Agreement), and you will be bound by the judgment.</p>
<b>OBJECT</b>	<p>If you are a Class member, you may write to the Court about why you don't like the Settlement with the Defendants. This is called an "objection." Objections must contain specific information (as defined in the Settlement Agreement). "Mass" or "class" objections or exclusions from the Class will not be allowed. In order to object to the Settlement, you must remain a Class Member in this lawsuit. You cannot ask to be excluded. Objections must be received <b>by                    , 2026.</b></p>
<b>EXCLUDE YOURSELF</b>	<p>If you ask to be excluded, you will not receive any money from the Settlement, but you will keep any right to sue Defendants separately about the claims in this lawsuit. This is the only option that allows you to retain your right to sue Defendants for claims that would otherwise be released by a judgment in the lawsuit, whether that judgment is favorable to the Class or not. The deadline to submit a request for exclusion is <b>                    , 2026.</b></p>
<b>GO TO A HEARING</b>	<p>You may request to speak in Court about the fairness of the Settlement. The Court will hold the Final Approval Hearing on [DATE], at [TIME] PT, at the U.S. District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, NV 89101, Courtroom 7D. The date and time of the Final Approval Hearing are subject to change by Court order, and the hearing may be conducted remotely. Any changes, including instructions for how Settlement Class Members may attend the hearing if it is conducted virtually or by telephonic means, will be posted on the Settlement Website (<a href="http://www.lvcp2023ticketsettlement.com">www.lvcp2023ticketsettlement.com</a>) and on the Court's docket.</p>

The Court in charge of this case must still decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. The Court approval process may take some time, so please be patient.

Visita [www.lvcp2023ticketsettlement.com](http://www.lvcp2023ticketsettlement.com) para obtener una copia de este aviso en español.

**WHAT THIS NOTICE CONTAINS**

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**ASIC INFORMATION A OUT THE LA SUIT**

1. **N d**

A federal court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

*You should read this entire notice.*

2.

The people who filed this lawsuit are called Plaintiffs, and the companies they sued, Liberty Media Corporation (“Liberty”) and LVGP, Inc. (“LVGP”), are called the Defendants. Plaintiffs allege that during the 2023 Las Vegas Grand Prix, their admission to the race viewing areas was wrongfully revoked without a refund before the FP2 Free Practice Session could begin. Defendants have not been found liable for any of the claims alleged in this Action, and Defendants deny any wrongdoing. The Court has not decided who is right.

3.

In a class action lawsuit, one or more people called the “Class Representatives” (in this case, Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr.) sue on behalf of other people who have similar claims, called the “Class” or “Class Members.” One court resolves the issues for all Class Members, except those who exclude themselves from the Class. The Court in charge of this case is the United States District Court for the District of Nevada, and the case is known as *Jack Diep, et. al. v. Liberty Media Corporation, et. al.*, No. 2:23-cv-02124-GMN-NJK (D. Nev.). District Judge Gloria M. Navarro is presiding over this class action.

4. **r S**

The Plaintiffs and Defendants agreed to a Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement does not mean that Defendants broke any laws and/or did anything wrong, and the Court has not decided which side is right.

The Plaintiffs and Defendants entered into an agreement (“Settlement Agreement”) that was preliminarily approved by the Court that authorized the issuance of this notice. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interest of the Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all exhibits and addenda set forth the rights and obligations of all the parties in greater detail. These documents are all available for review at [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com). If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.

**WHO IS IN THE CLASS**

5. **A I r C**

Yes, you are included in the Class. Judge Navarro certified a Class comprised of:

all persons or entities who (i) purchased a Thursday-Only Ticket or a Three-Day Ticket directly from LVGP, or received a transferred Thursday-Only Ticket or Three-Day Ticket from a person or entity who originally purchased such ticket from LVGP, **and** (ii) attended Day One of the 2023 Las Vegas Grand Prix by scanning such ticket for entry before 11:59:59 P.M. on November 16, 2023.

6. **Ar r d d C**

Yes. The Class excludes: (i) the United States District Judge and United States Magistrate Judge assigned to the Action, and any member of their staffs or their immediate families; (ii) the Honorable James Otero

(Ret.) and any member of his staff or his immediate family; (iii) Defendants, and any of Defendants’ corporate affiliates, subsidiaries, officers, directors, employees and personnel, legal representatives, successors, and assigns; (iv) any person or entity who timely opts out of the Class; (v) all persons or entities who purchased or received a ticket LVGP sold internally to LVGP and Liberty personnel or associated individuals; (vi) all persons or entities who purchased or received a ticket LVGP sold to F1 teams, F1’s partners, LVGP’s partners, and resellers, as each of these classes of tickets is designated in LVGP’s internal systems; and (vii) all persons or entities who received a transferred Paddock Club ticket (which was a certain type of Three-Day Ticket Defendants sold directly to certain Class Members).

7. **I’ r I’ d d. d I d**

If you are still not sure whether you are included in the Settlement, you can ask for free help by emailing the Settlement Administrator at XXXXXXX@XXX.COM or calling the Settlement Administrator at 1-XXX-XXX-XXXX. You may also get help by calling or writing to the lawyers in this case at the phone number or address listed in Section 20 below.

**SETTLEMENT BENEFITS THAT YOU GET**

8. **d S r d**

If the Settlement is approved by the Court, Defendants will establish a Settlement Fund of three million forty-seven thousand nine hundred eighty-six dollars (\$3,047,986) to create a Settlement Fund to pay Class Members.

9. **S F d d r**

No money will be distributed yet. A portion of the Settlement Proceeds will be used by the Settlement Administrator for notice and administration costs. Additionally, Class Counsel may request that the Court award attorneys’ fees and permit the reimbursement of certain litigation costs and expenses. If such request is made at this time, it will be filed at least fourteen days before the objection deadline and posted on the website [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com) at that time. Class Counsel will not seek more than 30% of the Settlement Fund as attorney fees, or \$914,396. Class Counsel will request service awards of \$2,500 each, on behalf of the five Class Representatives. All Settlement funds that remain after payment of the Court-ordered attorneys’ fees, costs, and litigation expenses will be distributed to Class Members.

10. **H**

The answer depends on whether you purchased a Thursday-Only Ticket or a Three-Day Ticket and on how many Class Members submit valid claims.

First, the total amount distributed will be the Settlement Fund minus the administrative costs, any amount awarded by the Court as fees and costs to Class Counsel, and any service awards to the Class Representatives. The resulting amount is called the “Net Class Settlement Amount.” The Net Class Settlement Amount is the amount of money available to be distributed to the Class Members.

Next, the Net Class Settlement Amount will be allocated to Class Members who qualify for automatic payments and those who don’t qualify for automatic payments but submit valid Claim Forms.

Class Members who purchased Thursday-Only Tickets will receive a payment based on the average price of a Thursday-Only ticket, the percentage of a Thursday-Only Ticket's value attributable to the FP2 Free Practice Session, and a discount for litigation risk.

Similarly, Class Members who purchased Three-Day Tickets will receive a payment based on the average price of a Three-Day Ticket, the percentage of a Three-Day Ticket's value attributable to the FP2 Free Practice Session, and a discount for litigation risk.

In the event the total amount of automatic payments and valid claims exceeds or is less than the value of the Net Class Settlement Amount, Class Members' payments will be adjusted on a pro rata basis.

**HOW DO YOU GET A CASH PAYMENT**

11. **How do I claim for my ticket?**

You **do** need to submit a claim form if you purchased your ticket directly from Defendants or purchased your ticket on Ticketmaster's primary or secondary markets.

If you possessed a ticket that you received from someone else (meaning you did not purchase it directly from Defendants or on Ticketmaster's primary or secondary markets), then you **do not** need to submit a claim form for reimbursement.

12. **How do I claim for my ticket?**

Please visit [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com) to obtain a copy of the Claim Form and submit your claim for partial reimbursement of the amount paid for your ticket. You can also request a copy of the Claim Form by calling 1-XXX-XXX-XXXX. The claim process is simple and should take most Class Members no longer than a few minutes to complete.

13. **When will I receive my cash payment?**

Within thirty (30) days after the Effective Date, Defendants will wire transfer the Class Settlement Amount to the interest-bearing qualified Settlement Fund set up by the Settlement Administrator. The Settlement Administrator will issue electronic payments or checks within forty-five (45) calendar days after the Effective Date.

The Effective Date for the Settlement will be the date of the Court's Order giving final approval to the Settlement if there are no objections or appeals. If there are objections or appeals, the date will be later. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

You may continue to check on the progress of the Settlement by visiting the website [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com) or calling the Settlement Administrator at 1 xxx-xxx xxxx.

14. **What if my claim is found to be deficient?**

If a Claim is found to be deficient during the review process by the Settlement Administrator, you will be notified of the deficiency. You will then have an opportunity to remedy the deficiency within 20 days of the notice.

**YOUR RIGHTS AND OPTIONS**

15. **H d I C**

You do not have to do anything to stay in the Class. By doing nothing, you will get your share of the Net Class Settlement Amount automatically or after your submission of a valid Claim Form as outlined above. By staying in the Class, you give up your right to sue or continue to sue Defendants as part of any other lawsuit about the same legal claims in this lawsuit. By staying in the Class, you will also be legally bound by all of the orders the Court issues and the judgment the Court makes in this lawsuit.

16. **H d I d r C**

If you do not want to be a member of the Class, you can exclude yourself from (or “opt out” of) the Class by sending a letter by mail to the Settlement Administrator. The exclusion letter must include:

- a) Your full name (or your entity’s name), address, telephone number, and email;
- b) The name of this case: *Jack Diep, et. al. v. Liberty Media Corporation, et. al.*, No. 2:23-cv-02124-GMN-NJK;
- c) A clear statement that you want to be excluded from the Class and confirm that by opting out you will forego the opportunity to receive a cash payment under the Settlement.

The exclusion letter must be signed and dated, and received no later than [REDACTED], 2026. You must mail your exclusion letter to:

*Jack Diep, et. al. v. Liberty Media Corporation, et. al.*, No. 2:23-cv- 02124-GMN-NJK  
c/o [insert administrator]  
[insert street address]  
[insert city, state IP]

You cannot exclude yourself on the phone, on any website, or by email. Please keep a copy of any exclusion (or opting out) letter for your records.

If you ask to be excluded, you cannot receive any benefits under this Settlement, and you cannot object to the Settlement. If you choose to be excluded or opt out, you will be excluded for all claims you have that are included in the Settlement. You will not be legally bound by anything that happens in this lawsuit. Depending on the laws in your state, you may be able to sue (or continue to sue) Defendants or other related entities or individuals in the future about the legal issues in this case.

17. **I d r C**

If you exclude yourself from the Class, you won’t get any money from the Settlement Fund. By excluding yourself, however, you will retain any right you may have to sue Defendants about the same claims alleged in this lawsuit at your own expense.

**O BJECTIN TO THE SETTLEMENT**

**18. H d I S**

If you are a member of the Class and have not excluded yourself from the Settlement, you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must:

- a) State your full name (or your entity’s name), address, telephone number, and email;
- b) Clearly identify the case name and number: *Jack Diep, et. al. v. Liberty Media Corporation, et. al.*, No. 2:23-cv-02124-GMN-NJK;
- c) Include the full name, address, telephone number, and email address of your attorney, if you are represented by an attorney; and
- d) Be in a written, signed declaration submitted under penalty of perjury or a sworn affidavit, stating the specific reasons why you object to the Settlement.

Your objection must be signed and dated, and received no later than [redacted], 2026.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Your objection and supporting papers must clearly identify the case name and number (*Jack Diep, et. al. v. Liberty Media Corporation, et. al.*, No. 2:23-cv-02124-GMN-NJK (D. Nev.)), and be postmarked or electronically submitted to the Settlement Administrator and the Court on or before [redacted], 2026. You must either mail them to the Class Action Clerk, United States District Court for the District of Nevada or file them in person at any location of the United States District Court for the District of Nevada. You must also mail or electronically submit a copy to Settlement Administrator at the addresses listed below.

Submitting an objection allows Class Counsel or counsel for Defendants to notice your deposition and to seek any documentary evidence or other tangible things that are relevant to your objection. Failure to make yourself available for such a deposition or to comply with expedited discovery requests may result in the Court striking your objection or denying you the opportunity to be heard. The Court may require you or your counsel to pay the costs of any such discovery should the Court determine the objection is frivolous or made for improper purpose.

If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the Final Approval Hearing.

**C r**

Class Action Clerk,  
 United States District Court  
 for the District of Nevada  
 333 Las Vegas Blvd South  
 Las Vegas, NV 89101

**S Ad r r**

*Jack Diep, et. al. v. Liberty Media Corporation, et. al.*, No. 2:23-cv- 02124-GMN-NJK  
 c/o [insert administrator]  
 [insert street address]  
 [insert city, state IP]  
 www.lvgp2023ticketsettlement.com

19. **d r d d**

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. If you exclude yourself, you have no standing to object because the Settlement no longer affects you.

**THE CLASS REPRESENTATIVES REPRESENTING YOU**

20. **A C r r r**

The Court has appointed Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr. as Class Representatives and the following lawyers to represent you and other Class members:

Steve W. Berman  
Christopher R. Pitoun  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, WA 98101

Steve Dimopoulos  
Dimopoulos Injury Law  
6671 S. Las Vegas Blvd Suite 275  
Las Vegas, NV 702-718-7317

Jared Kahn  
JK Legal Consulting LLC  
9205 W. Russell Rd.  
Suite 240  
Las Vegas, NV 89148

Kevin Mahoney  
Katherine J. Odenbreit  
Mahoney Law Group, APC  
249 E. Ocean Blvd. Suite 814  
Long Beach, CA 90802

Rodney Diggs  
Victoria L. Hightower  
Ivie, McNeil, Wyatt, Purcell Diggs  
8485 W. Sunset Blvd. Suite 105  
Las Vegas, NV 89113

You may contact Class Counsel by writing to the address above or calling (562) 590-5550.

**PLEASE DO NOT SEND CLAIM FORMS TO THE ABOVE ATTORNEYS.**

21. **H r d C R r r**

At the fairness hearing, or at a later date, Class Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed 30% of the Settlement Funds, may ask to be reimbursed for up to \$50,000 in current and ongoing litigation expenses, and may ask for up to \$2,500 in service awards for each of the plaintiffs serving as Class Representatives. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, and expenses that the Court orders, plus the costs to administer the Settlement, will come out of the Settlement Fund. When Class Counsel's motion for fees, costs, and litigation expenses is filed, a copy will be available at [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com). The motion will be posted on the website at least 14 days before the

deadline for objecting, commenting on, or excluding yourself from the Settlement. You will have an opportunity to comment on this request.

22. **S d I r**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you will have to hire and pay for that lawyer. If you hire your own lawyer, you can ask them to appear in Court for you if you want someone other than Class Counsel to speak for you.

**THE COURT'S FAIRNESS HEARING**

23. **d r C r d d r r S**

The Court will hold a hearing to decide whether to approve the Settlement (the "Fairness Hearing"). You may attend and you may ask to speak, but you don't have to. The Court will hold a Fairness Hearing on [redacted], 2026, at [redacted] p.m., at the United States District Court for the District of Nevada, 333 Las Vegas Boulevard, Las Vegas, NV 89101 (or on another date as may be posted on the Court's public website). At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend and you may ask to speak, if you make a request as instructed in Section 25, but you don't have to. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. Pursuant to any applicable orders, the Fairness Hearing may take place remotely, including via telephone or video conference. The Court may also move the Fairness Hearing to a later date without providing additional notice to the Class. Updates will be posted to the Settlement Website regarding any changes to the hearing date or conduct of the Fairness Hearing.

24. **D I r**

You do not need to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. You or your own lawyer are welcome to come at your own expense.

25. **M I r**

You may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Jack Diep, et. al. v. Liberty Media Corporation, et. al.*" Be sure to include your name, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than [redacted], 2026, and it must be sent to the Clerk of the Court and Class Counsel. The address for the Clerk of the Court is: 333 Las Vegas Boulevard, Las Vegas, NV 89101. The address for Class Counsel is provided in Section 20. You cannot ask to speak at the Fairness Hearing if you excluded yourself from the Class.

**GETTING MORE INFORMATION**

26. **H d I r r**

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com), by contacting Class Counsel listed above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of

the Clerk of the Court for the United States District Court for the District of Nevada, Las Vegas Courthouse, 333 Las Vegas Boulevard, Las Vegas, NV 89101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO  
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# Exhibit D

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

JACK DIEP, individually; JORY LEVY,  
individually; JAMES DAYAP, individually;  
MARVIN CUTCHINS; and RAY CHARLES,  
JR., on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

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

Defendants.

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

**PROPOSED ORDER RANTIN  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

1 The Court, having read and considered the papers filed in support of Plaintiff’s Motion for  
2 Preliminary Approval of Class Action Settlement, the proposed class notice and other documents,  
3 having considered the arguments of counsel, and good cause appearing therefore,

4 **IT IS HERE Y ORDERED**

5 1. That the Class Action Settlement Agreement (“Settlement” or “Settlement  
6 Agreement”) filed with the Court as Exhibit 1 to the Declaration of Christopher R. Pitoun entered  
7 into by and between Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins and Ray  
8 Charles, JR. (“Plaintiffs”) and Defendants Liberty Media (“Liberty”) and Las Vegas Grand Prix,  
9 INC. (“LVGP”) (collectively referred to as “Defendants”) (Plaintiffs and Defendants collectively  
10 referred to as “Parties”), is fair, just, and reasonable and, therefore, meets the requirements for  
11 preliminary approval, subject to further consideration at the final approval hearing after the  
12 distribution of the Class Notices (Exhibits B and C to the Settlement Agreement) to the Settlement  
13 Class.

14 2. For purposes of this Order, the court adopts all defined terms as set forth in the  
15 Settlement Agreement.

16 3. The following Class is conditionally certified for settlement purposes consists of all  
17 individuals or entities who:

18 (i) purchased a Thursday-Only Ticket or a Three-Day Ticket directly  
19 from LVGP, or possessed a transferred Thursday-Only Ticket or  
20 Three-Day Ticket received from a person or entity who originally  
21 purchased such ticket from LVGP, and (ii) attended Day One of the  
22 2023 Las Vegas Grand Prix by scanning such ticket for entry before  
23 11:59:59 P.M. on November 16, 2023.

24 4. The Class excludes: (i) the United States District Judge and United States Magistrate  
25 Judge assigned to the Action, and any member of their staffs or their immediate families; (ii) the  
26 Honorable S. James Otero (Ret.) and any member of his staff or his immediate family; (iii)  
27 Defendants, and any of Defendants’ corporate affiliates, subsidiaries, officers, directors, employees,  
28 legal representatives, successors, and assigns; (iv) any person or entity who timely opts out of the  
Class; (v) all person or entity who purchased or possessed a ticket that LVGP sold internally to  
LVGP and Liberty personnel or associated individuals; (vi) all persons or entities who purchased or

1 possessed a ticket that LVGP sold to F1 teams, F1's partners, LVGP's partners, and resellers, as  
2 each of these classes of tickets is designated in LVGP's internal records; and (vii) all persons or  
3 entities who received a transferred Paddock Club ticket (which was a certain type of Three-Day  
4 Ticket Defendants sold directly to certain Class Members).

5 5. The Court finds, for settlement purposes only, the requirements of Federal Rule of  
6 Civil Procedure 23(a) and Federal Rule of Civil Procedure 23(b)(3) are satisfied.

7 6. Named Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins and Ray  
8 Charles, Jr. are appointed as Class Representatives.

9 7. Hagens Berman Sobol Shapiro, LLP; Dimopoulos Injury Law; JK Legal  
10 Consulting, Mahoney Law Group, APC, and Ivie, McNeill, Wyatt, Purcell Diggs are appointed  
11 as Class Counsel.

12 8. The proposed notice plan is hereby approved as the best notice practicable. The  
13 proposed Class Notices attached to the Settlement Agreement as Exhibits B and C are sufficient to  
14 inform the Class Members of the terms of the Settlement Agreement, their rights to receive monetary  
15 payments under the Settlement Agreement, their right to exclude themselves from the Settlement,  
16 and their right to lodge objections to the Settlement. The Court finds the notice requirements of  
17 Federal Rules of Civil Procedure 23 and applicable standards of due process are satisfied, and that  
18 the Class Notices adequately advises Class Members of their rights under the Settlement. Counsel  
19 for the Parties are authorized to correct any typographical errors that may be discovered in the Class  
20 Notices and make clarification, to the extent some are found or needed, so long as the corrections do  
21 not materially alter the substance of the Class Notices.

22 9. The notice response and claim form submission deadline will be 120 days from the  
23 date of the initial mailing of the Notice. The procedures and sixty (60)-day deadline for members of  
24 the Class to request exclusion from, object to the Settlement or submit a claim form (if necessary) is  
25 adopted as described in the Settlement Agreement. Any Class Member who intends to object to final  
26 approval of the Settlement Agreement must submit a written objection to the Court and the  
27  
28

1 Settlement Administrator by mail or electronically in accordance with the opt out proceedings  
2 described in the Class Notices attached as Exhibits B and C to the Settlement Agreement.

3 10. RG/2 Claims Administration LLC is appointed to act as the Settlement Administrator  
4 pursuant to the terms of the Settlement Agreement. The Settlement Administrator is ordered to carry  
5 out the Settlement according to the terms of the Settlement Agreement and in conformity with this  
6 Order, including disseminating the Notices according to the notice plan described in the Settlement  
7 Agreement. Based upon the cost estimate provided by RG/2 Claims Administration, LLC, the Court  
8 preliminarily approves administration costs in the amount of \$76,306.00 to be deducted from the  
9 Class Settlement Amount.

10 11. The Parties are ordered to carry out the Settlement according to the terms of the  
11 Settlement Agreement.

12 12. Plaintiffs' Motion for Final Approval of the Settlement, Motion for Attorneys' Fees,  
13 Reimbursement of Litigation Expenses, and Class Representative Service Payments shall be filed  
14 no later than \_\_\_\_\_, 2026.

15 13. The Court further directs that no later than seven (7) days prior to the Fairness  
16 Hearing, Class Counsel shall file any supplemental memoranda addressing any objections and/or  
17 opt-outs.

18 14. The hearing for Plaintiffs' Motions for Final Approval of the Settlement, Award of  
19 Attorneys' Fees, Costs and Class Representative Service Payments shall be on  
20 \_\_\_\_\_, 2026 at \_\_\_\_\_ a.m./p.m. The Court reserves the right to  
21 continue the date of the Final Approval hearing without further notice to Class Members. The Court  
22 retains jurisdiction to consider all further applications arising out of or in connection with the  
23 Settlement Agreement.

24 15. In the event the Settlement is not fully and finally approved, or otherwise does not  
25 become effective in accordance with the terms of the Settlement Agreement, this Order shall be  
26 rendered null and void and shall be vacated, and the Parties shall revert to their respective positions  
27 before entering into the Settlement Agreement. If the Settlement does not become final for any  
28

1 reason, the fact that the Parties were willing to agree to a settlement and the circumstances,  
2 proceedings, and documents related to the proposed Settlement shall have no bearing on, and will  
3 not be admissible in connection with litigation, whether through issue preclusive, estoppel or  
4 otherwise.

5 16. All proceedings in the action are stayed until Final Approval of the Settlement.

6 **IT IS SO ORDERED.**

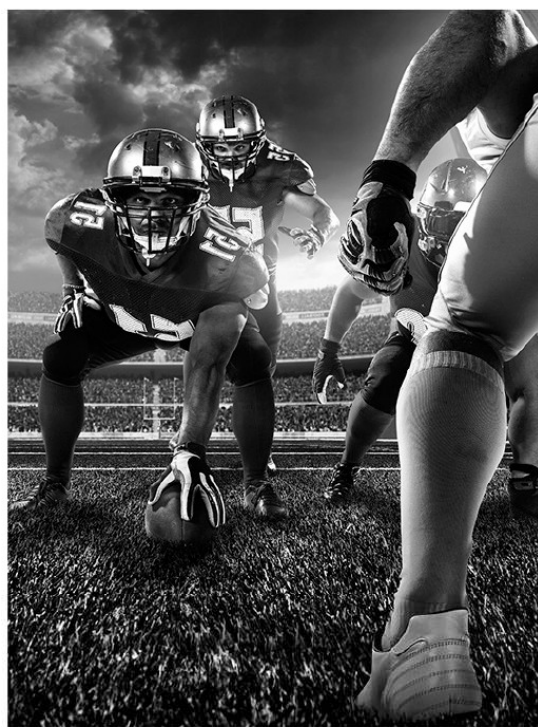
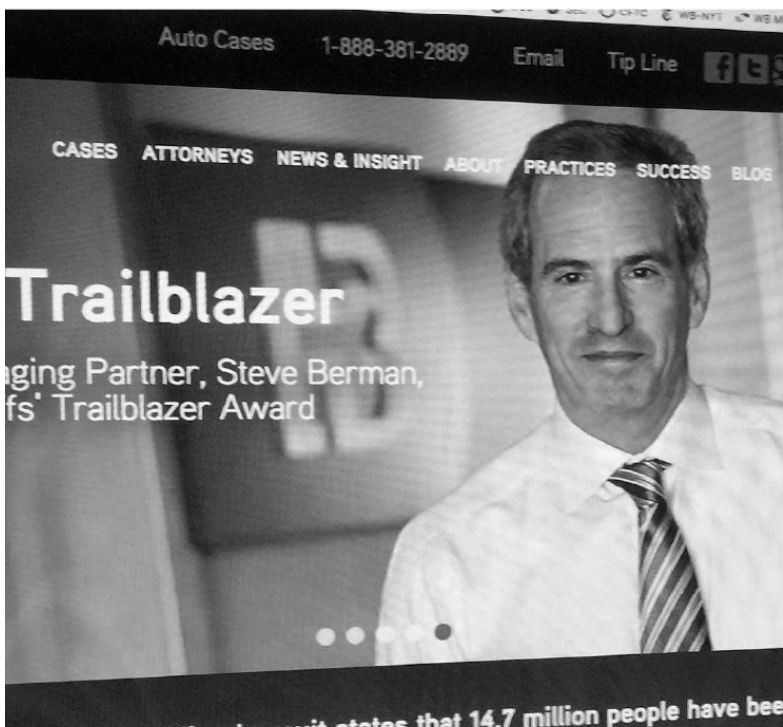
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# EXHIBIT 2



# HAGENS BERMAN



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Locations		<b>MANAGING PARTNER.....</b>	<b>77</b>	Barbara Mahoney	
Quotes		Steve W. Berman		David P. Moody	
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Anti-Terrorism		Robert B. Carey		Tory Beardsley	
Antitrust		Leonard W. Aragon		Mark S. Carlson	
Automotive Defect, Fraud & Products		Gregory T. Arnold		Laura Hayes	
Liability Litigation		Hannah Brennan		John D. Jenkins	
Automotive – Emissions Cheating		Erin C. Burns		Robert A. Jigarjian	
Civil and Human Rights		Elaine T. Byszewski		James J. Nicklaus	
Consumer Protection – General Class		John DeStefano		Hannah Schwarzschild	
Litigation		Rachel Downey		Benjamin J. Siegel	
Consumer Protection – Drug and		Jeannie Y. Evans		Nathaniel A. Tarnor	
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Employment Litigation		Lucas E. Gilmore		Amna Amin	
Environmental Litigation		Ben Harrington		Jacob Berman	
Governmental Representation		Anne F. Johnson		James M. Chong	
High Tech Litigation		Kristen A. Johnson		Nathan Emmons	
Intellectual Property		Reed R. Kathrein		Kelly Fan	
Investor Fraud – Individual and Class Action		Michella A. Kras		Eli R. Freedman	
Litigation		Daniel J. Kurowski		Rebekah Glickman-Simon	
Personal Injury and Abuse		Robert F. Lopez		John M. Grant	
Sexual Abuse and Harassment		Jessica R. MacAuley		Moses I. Jehng	
Sports Litigation		Sean R. Matt		William R. Kincaid	
Whistleblower Litigation		Martin D. McLean		Michael H. Lavine	
<b>APPELLATE VICTORIES.....</b>	<b>72</b>	Raffi Melanson		Claudia Morera	
Strengthening Consumer Law		Christopher A. O’Hara		Chris O’Brien	
		Abbye Klamann Ognibene		Ryan T. Pittman	
		Jerrold C. Patterson		Daniel Polonsky	
		Rio S. Pierce		Meredith S. Simons	
		Christopher R. Pitoun		Emilee Sisco	
		Shana E. Scarlett		Sydney K. Thomas	
		Peter A. Shaeffer		Stephanie A. Verdoia	
		Whitney K. Siehl		Sophia Weaver	
		Shelby R. Smith		Elizabeth “Ani” Lubben Zotti	
		Craig R. Spiegel			
		Shayne C. Stevenson			
		Whitney Street			
		Jessica Thompson			
		Breanna Van Engelen			
		Mark Vazquez			
		Ted Wojcik			
		Garth Wojtanowicz			
		Abby Wolf			

## INTRODUCTION

# The Firm

Hagens Berman Sobol Shapiro LLP was founded in 1993 with one purpose: to help victims with claims of fraud and negligence that adversely impact a broad group. Through the firm's focus on class-action litigation and other complex, multi-party cases, it fights for those seeking representation against wrongdoing and fraud. As the firm grew, it expanded its scope while staying true to its mission of taking on important cases that implicate the public interest and the greater good. We represent plaintiffs including consumers, inventors, investors, workers, the environment, governments, whistleblowers and others.

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**We are one of the nation's leading class-action law firms and have earned an international reputation for excellence and innovation in ground-breaking litigation against large corporations.**

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## OUR FOCUS

Our focus is to represent plaintiffs in [antitrust](#), [consumer fraud](#), [employment](#), [environmental](#), [intellectual property](#), product liability, [securities and investment fraud](#), [sexual harassment](#), tort and [whistleblower law](#) cases. Our firm is particularly skilled at managing multistate and nationwide class actions through an organized, coordinated approach. Our skilled team implements an efficient and aggressive prosecutorial strategy to place maximum pressure on defendants.

## WE WIN

We believe excellence stems from a commitment to try each case, vigorously represent the best interests of our clients and obtain maximum recovery. Our opponents know we are determined and tenacious. They respect our skills and recognize our track record of achieving top results for those who need it most.

## WHAT MAKES US DIFFERENT

We are driven to return to the class every possible portion of its damages — our track record proves it. While many class action or individual plaintiff cases result in large legal fees and no meaningful outcome for the client or class, Hagens Berman finds ways to return real value to the victims of corporate fraud and malfeasance through damages and real change.

## AN INTERNATIONAL REACH

Our firm offers clients an international scope of practice. We have flourished through our core network of U.S. offices, and with a global expansion, Hagens Berman has grown geographically to where our eyes have always been: trends of fraud, negligence and wrongdoing taking form anywhere in the world. The firm now does business through endeavors in Paris, London and Amsterdam and has a vested interest in fighting global instances of oppression and injustice.

INTRODUCTION

## Locations

### SEATTLE

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INTRODUCTION

## Quotes

“[A] clear choice emerges. That choice is the Hagens Berman firm.”

— *U.S. District Court for the Northern District of California, In re Optical Disk Drive Products Antitrust Litigation (Appointing the firm lead counsel in the case which would later usher in \$205 million in settlements.)*

“Landmark consumer cases are business as usual for Steve Berman.”

— *The National Law Journal, naming Steve Berman one of the 100 most influential attorneys in the nation for the third time in a row*

“Berman is considered one of the nation’s top class action lawyers.”

— *Associated Press*

“unprecedented success in the antitrust field”

— *California Magistrate Judge Nathanael M. Cousins  
A July 2015 order awarding attorneys’ fees in student-athlete name and likeness litigation*

“All right, I think I can conclude on the basis with my five years with you all, watching this litigation progress and seeing it wind to a conclusion, that the results are exceptional... You did an exceptionally good job at organizing and managing the case...”

— *U.S. District Court for the Northern District of California, In re Dynamic Random Access Memory Antitrust Litigation (Hagens Berman was co-lead counsel and helped achieve the \$406 million class settlement.)*

“I think you have conducted yourselves with great professionalism in this case that has been very difficult, very challenging, and I’m grateful for your professionalism and your advocacy”

— *Honorable Terrence G. Berg  
Fairness Hearing in Mark D. Chapman, et al. v. General Motors LLC, April 25, 2025*

“aggressive and independent advocacy”

— *Hon. Thomas M. Durkin in an order appointing Hagens Berman as interim class counsel in In re Broiler Chicken Antitrust Litigation*

“Class counsel has consistently demonstrated extraordinary skill and effort.”

— *Hon. James Selna, Central District of California, In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation, (The firm was appointed co-lead counsel without submitting to lead the case, and later achieved what was then the largest settlement in history brought against an automaker – \$1.6 billion.)*

“...I have never worked with such professional, decent counsel.”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Transcript Of Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation, (Hagens Berman helped secure a \$700 million settlement for class members and served as interim class counsel.)*

“...the track record of Hagens Berman[‘s] Steve Berman is...impressive, having racked... a \$1.6 billion settlement in the Toyota Unintended Acceleration Litigation and a substantial number of really outstanding big-ticket results.”

— Hon. Milton I. Shadur, Senior U.S. District Judge, naming Hagens Berman interim class counsel in Stericycle Pricing MDL (Hagens Berman served as lead counsel and secured a \$295 million settlement.)

“...when you get good lawyers this is what happens; you get these cases resolved.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“...Class counsel have devoted considerable time and resources to this litigation...”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“...This result...puts significant money into the pockets of all of the class members, is an excellent result. ...I’ve also looked at the skill and quality of counsel and the quality of the work... and find that to have been at a high level.”

— Hon. Beth Labson Freeman, United States District Judge, Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“...respective clients certainly got their money’s worth with these attorneys and the work that they did on their behalf. ...Plaintiffs did an excellent job on behalf of their clients in this case.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)  
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“Class Member reaction to the Mercedes Settlement is overwhelmingly positive.”

— Hon. Dennis M. Cavanaugh (Ret.) Special Master, In re Mercedes-Benz Emissions Litigation

“I will reiterate that class counsel has demonstrated over many years, superior experience and capability in handling class actions of this sort.”

— Hon. Beth Labson Freeman, United States District Judge, Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“Not only did they work hard and do what was appropriate under the circumstances; their behavior was exemplary throughout. They were fair and firm. There were no pushovers involved here.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired), *Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation*

“Class Counsel are extremely qualified and competent counsel who have experience and expertise prosecuting complex class actions...successfully tried class actions to jury verdicts and...also obtained billions of dollars in settlements...”

— Judge Magnuson, *Final CBL Approval Order*

“Plaintiffs have zealously litigated this case on behalf of the class over the course of eight years...the reaction of the class members has been overwhelmingly positive.”

— Hon. Jeffrey S. White  
*Order finalizing \$28 million settlement in class-action against Schneider National Carriers Inc.*

“Unlike many antitrust class actions, Plaintiffs’ Counsel identified and investigated the allegations in this case without the benefit of a prior government investigation.”

— Hon. Stephanie A. Gallagher, U.S. District Judge  
*Order Granting Plaintiffs’ Motion for Attorneys’ Fees, Jien et al. v. Perdue Farms Inc. et al.*

“Plaintiffs’ Counsel consistently demonstrated strong and vigorous advocacy ... Their skill and efficiency are further demonstrated by the strength and resources of defense counsel, which include some of the most respected law firms in the country.”

— Hon. Stephanie A. Gallagher, U.S. District Judge  
*Order Granting Plaintiffs’ Motion for Attorneys’ Fees, Jien et al. v. Perdue Farms Inc. et al.*

“...I have never worked with such professional, decent counsel.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired), *Transcript of Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation, (Hagens Berman helped secure a \$700 million settlement for class members and served as interim class counsel.)*

“The level of representation of all parties in terms of the sophistication of counsel, was, in my view, of the highest levels. I can’t imagine a case in which there was really a higher quality of representation across the board than this one.”

— Hon. William E. Smith, District Judge, U.S. District Court for the District of Rhode Island  
*In re Loestrin 24 Antitrust Litigation, Master File No. 1:13-md-2472 (D.R.I.)  
Final Approval Hearing on the direct purchaser settlement (\$120M)*

“...counsel provided strong representation for the class. Class counsel discovered and developed this case without the benefit of a government investigation’s coattails. In total, class counsel reviewed 578,790 documents, deposed 19 fact and opposing-expert witnesses, and consulted with and retained 10 expert witnesses of their own.”

— Hon. William Alsup, District Judge  
*U.S. District Court for the Northern District of California, In re Glumetza Antitrust Litigation*

“Class counsel also successfully defeated defendants’ motions to dismiss, certified a Rule 23 class, and defeated defendants’ summary judgment motions prior to reaching an agreement with all three defendants to settle this action mere weeks before the trial date. Class counsel accomplished all of this despite vigorous opposition from large multi-national companies with high-quality representation from six national law firms.”

— Hon. William Alsup, District Judge  
*U.S. District Court for the Northern District of California, In re Glumetza Antitrust Litigation*

“The settlement was achieved at arm’s length only after DPPs’ highly skilled and experienced counsel had received and reviewed the voluminous discovery and exchanged over 30 expert reports with defendant...”

— Hon. Nina Gerson, District Judge  
*U.S. District Court for the Eastern District of New York, In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*

“I can’t imagine attorneys litigating a case more rigorously than you all did in this case. It seems like every conceivable, legitimate, substantive dispute that could have been fought over was fought over to the max.”

— Hon. William E. Smith, District Judge, U.S. District Court for the District of Rhode Island  
*Final Approval Hearing on the direct purchaser settlement (\$120M), In re Loestrin 24 Antitrust Litigation*

## INTRODUCTION

## Victories & Settlements

Since its founding, the firm has secured settlements valued at more than \$340 billion on behalf of class members in large-scale complex litigation.

### \$260 BILLION

#### STATE TOBACCO LITIGATION

Hagens Berman represented 13 states prosecuting major actions against Big Tobacco. The settlement led to a multistate settlement requiring the tobacco companies to pay the states and submit to advertising and marketing restrictions. It was the largest civil settlement in history.

### \$25 BILLION

#### VISA CHECK/MASTERMONEY ANTITRUST LITIGATION

The firm served as co-lead counsel in what was then the largest antitrust settlement in history. The class-action lawsuit alleged that Visa and MasterCard engaged in an anticompetitive scheme to monopolize the debit card services market and charge merchants artificially inflated interchange fees by tying merchant acceptance of their debit card services, Visa Check and MasterMoney, to merchant acceptance of their credit card services. Settlements secured categories of relief that court decisions valued at as much as \$25-87 billion.

### \$22.78 BILLION

#### NCAA NAME, IMAGE & LIKENESS

The firm filed this class-action lawsuit on behalf of current and former NCAA college athletes accusing the NCAA, Pacific-12 Conference, the Big Ten Conference, the Big Twelve Conference, Southeastern Conference and Atlantic Coast Conference of allegedly illegally limiting the compensation that Division I college athletes may receive for the use of their names, images, likenesses and athletic reputations. Final approval of a \$22.78 billion settlement was granted by the court, including \$2.78 billion in back damages and revenue-sharing benefits expected to exceed \$20 billion over the next 10 years — believed to be the largest antitrust settlement in history.

### \$14.7 BILLION

#### VOLKSWAGEN EMISSIONS LITIGATION

Hagens Berman was named a member of the plaintiffs' steering committee and part of the settlement negotiating team in this monumental case that culminated in the largest automotive settlement in history. The firm was the first law firm to file against Volkswagen regarding its Dieselgate emissions-cheating scandal.

### \$1.67 BILLION

#### VOLKSWAGEN FRANCHISE DEALERS LITIGATION

The firm served as lead counsel representing VW franchise dealers in this lawsuit related to VW's Dieselgate scandal. The settlement recovered nearly full damages for the class.

### \$1.6 BILLION

#### TOYOTA UNINTENDED ACCELERATION LITIGATION

Hagens Berman served as co-lead counsel and secured what was then the largest automotive settlement in history in this class action that recovered \$1.6 billion for vehicle owners.

### \$1.45 BILLION

#### NOTEWORLD / MERACORD

The firm secured a default judgment on behalf of consumers for a useless debt-settlement conspiracy, following years of plaintiff victories in the case. Hagens Berman filed its lawsuit in 2011, on behalf of consumers nationwide, claiming the company violated Washington law and the federal Racketeer Influenced and Corrupt Organizations Act.

### \$1.3 BILLION

#### HYUNDAI KIA THETA II GDI FIRE HAZARD LITIGATION I

Hagens Berman is co-lead counsel in this case accusing automakers of selling vehicles with failure-prone engines that could sometimes catch fire. The case is still pending litigation pertaining to other affected models.

## \$700 MILLION

### MERCEDES BLUETEC EMISSIONS LITIGATION

A monumental settlement was reached on behalf of owners of Mercedes vehicles affected by Daimler's emissions cheating. The case was initially filed and researched by Hagens Berman, based on the firm's independent vehicle testing, and the firm served as co-lead counsel. The consumer settlement followed a \$1.5 billion settlement between Mercedes and the U.S. Justice Department and California Air Resources Board. The settlement includes an \$875 million civil penalty for violating the Clean Air Act.

## \$700 MILLION

### WASHINGTON PUBLIC POWER SUPPLY SYSTEM (WPPSS) SECURITIES LITIGATION

Hagens Berman represented bondholders and the trustee in a class action stemming from the failure of two nuclear projects. Plaintiffs were awarded a \$700 million settlement.

## \$568 MILLION

### APPLE E-BOOKS ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel against Apple and five of the nation's largest publishing companies and secured a combined \$568 million settlement, returning class members nearly twice their losses in recovery, following the firm's victory over Apple after it appealed the case to the U.S. Supreme Court.

## \$535 MILLION

### CHINA MEDIAEXPRESS HOLDINGS, INC. SECURITIES LITIGATION

Hagens Berman, which served as lead counsel in the case, alleged on behalf of a class of investors that China MediaExpress Holdings made false and misleading statements, including misrepresentations about its revenues, the number of buses in its network and the nature of its business relationships. The lawsuit resulted in relief for investors valued at \$535 million.

## \$470 MILLION

### LCD ANTITRUST LITIGATION

Hagens Berman served as a member of the Executive Committee representing consumers in multi-district litigation. Total settlements exceeded \$470 million.

## \$453 MILLION

### GLUMETZA ANTITRUST LITIGATION

The court denied summary judgment and paved the way for trial in this litigation against brand and generic manufacturers of the diabetes drug Glumetza. Hagens Berman served as co-lead counsel for the direct purchaser class. U.S. District Judge William Alsup approved \$453.85 million in settlements resolving direct purchasers' allegations. The result was the largest antitrust recovery to receive final approval in 2022.

## \$406 MILLION

### DRAM ANTITRUST LITIGATION

The firm was co-lead counsel in this antitrust case which settled for \$406 million in favor of purchasers of dynamic random access memory chips.

## \$385 MILLION

### SUBOXONE ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in this pharmaceutical antitrust class action alleging defendants violated federal antitrust laws by delaying generic competition for its blockbuster opioid addiction medicine, Suboxone.

## \$383.5 MILLION

### DAVITA HEALTHCARE PERSONAL INJURY LITIGATION

A Denver jury awarded a monumental \$383.5 million verdict to families of three patients who died after receiving dialysis treatments at DaVita clinics.

## \$350 MILLION

### T-MOBILE DATA BREACH

Hagens Berman represented consumers in this class-action lawsuit against T-Mobile related to its 2021 data security breach. On Aug. 15, 2021, a hacker exposed the sensitive information of tens of millions of individuals that were either T-Mobile customers or those that had applied for credit with the company and put them at risk of identity theft and its subsequent consequences.

## \$340 MILLION

### RANBAXY INC.

Hagens Berman served as co-lead counsel representing Meijer Inc. and Meijer Distribution Inc. in a class-action lawsuit against drugmaker Ranbaxy. The lawsuit alleged it recklessly stuffed the generic drug approval queues with grossly inadequate applications and deceiving the FDA into granting tentative approvals to lock in statutory exclusivities to which Ranbaxy was not entitled. Ranbaxy then excluded competition at the expense of U.S. drug purchasers. The settlement was part of a \$485 million settlement for all plaintiffs. The result was the second largest antitrust recovery to receive final approval in 2022.

## \$338 MILLION

### PHARMACEUTICAL AVERAGE WHOLESAL PRICE LITIGATION

Hagens Berman was lead counsel in this ground-breaking drug pricing case against the world's largest pharmaceutical companies, resulting in a victory at trial. The court approved a total of \$338 million in settlements.

## \$325 MILLION

### NEURONTIN PFIZER LITIGATION

The firm brought suit against Pfizer and its subsidiary, Parke-Davis, accusing the companies of a fraudulent scheme to market and sell the drug Neurontin for a variety of "off-label" uses for which it is not approved or medically efficacious.

## \$307 MILLION

### FCA ECODIESEL EMISSIONS CHEATING LITIGATION

The firm achieved a settlement on behalf of owners of EcoDiesel Dodge 1500 and Jeep Grand Cherokee vehicles in response to Fiat Chrysler's emissions-cheating. Under the settlement, class members who repair their vehicles and submit a claim will receive \$3,075. The total value of the deal is estimated at \$307 million, granted all owners submit a valid claim.

## \$300 MILLION

### HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD

Approximately three million Hyundai and Kia vehicles nationwide were affected by a dangerous defect in the hydraulic and electronic control units (HECU), also known as anti-lock brake (ABS) modules which posed a risk of non-collision engine fires. Conservatively, plaintiffs' experts valued the settlement achieved by Hagens Berman as co-class counsel in the range of \$326 million to \$652 million.

## \$295 MILLION

### STERICYCLE, STERI-SAFE LITIGATION

Hagens Berman served as lead counsel representing small businesses including veterinary clinics, medical clinics and labs in a class-action lawsuit alleging Stericycle's billing practices and accounting software violated consumer laws and constituted breach of contract.

## \$255 MILLION

### HYUNDAI & KIA FUEL ECONOMY LITIGATION

Hagens Berman filed a class-action lawsuit on behalf of consumers alleging Hyundai and Kia overstated fuel economy for many vehicles they sold in the United States.

## \$250 MILLION

### ENRON ERISA LITIGATION

Hagens Berman was co-lead counsel in this ERISA litigation, which recovered in excess of \$250 million, the largest ERISA settlement in history.

## \$250 MILLION

### BOFA COUNTRYWIDE APPRAISAL RICO

Hagens Berman served as co-lead counsel in a nationwide class-action lawsuit against Bank of America, Countrywide Financial and appraisal firm LandSafe Inc. on behalf of a class of home buyers accusing the suit's defendants of carrying out a series of phony appraisals in an attempt to secure more loans.

## \$235 MILLION

### CHARLES SCHWAB SECURITIES LITIGATION

The firm was lead counsel in this action alleging fraud in the management of the Schwab YieldPlus mutual fund. A \$235 million class settlement was approved by the court.

## \$234.6 MILLION

### AEQUITAS CAPITAL MANAGEMENT

The firm settled this case on behalf of 1,600 investors of the now-defunct Aequitas companies. It is believed to be the largest securities settlement in Oregon history.

## \$218 MILLION

### JP MORGAN MADOFF

Hagens Berman settled this case on behalf of Bernard L. Madoff investors in a suit filed against JPMorgan Chase Bank, its parents, subsidiaries and affiliates. The settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion.

## \$215 MILLION

### USC, DR. GEORGE TYNDALL SEXUAL ABUSE AND HARASSMENT

The firm served as co-lead counsel and secured a \$215 million settlement on behalf of a class of thousands of survivors of sexual assault against the University of Southern California and its Dr. George Tyndall, the full-time gynecologist at USC's student health clinic.

## \$212 MILLION

### TOYOTA, LEXUS DENSO FUEL PUMP DEFECT

Hagens Berman represented consumers in a lawsuit alleging that Toyota Motor Corp. sold vehicles with faulty engines made by Denso International America Inc. The defect left vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increased the likelihood of a crash or injury. The settlement brought relief to more than 3.3 million vehicle owners and is valued between \$212 million and \$288 million.

## \$208 MILLION

### NCAA GRANT-IN-AID CAP ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in the damages portion of this historic antitrust class action claiming the NCAA unlawfully capped the value of athletic scholarships. In a historic ruling, the U.S. Supreme Court unanimously upheld a trial victory regarding the injunctive portion of the case securing monumental improvements for college athletes, and forever changing college sports. Steve Berman served as trial counsel.

## \$205 MILLION

### OPTICAL DISC DRIVES (ODD) ANTITRUST LITIGATION

Hagens Berman served as lead counsel on behalf of consumers in a lawsuit filed against Philips, Pioneer and others for artificially inflating the price of ODDs.

## \$200 MILLION

### NEW ENGLAND COMPOUNDING PHARMACY MENINGITIS OUTBREAK LITIGATION

Hagens Berman attorneys served as lead counsel for the plaintiffs' steering committee on behalf of plaintiff-victims of the 2012 fungal meningitis outbreak that led to more than 64 deaths and hundreds of joint infection cases.

## \$169 MILLION

### ANIMATION WORKERS

Hagens Berman was co-lead counsel for a class of approximately 10,000 animators and other artistic workers in an antitrust class action against Pixar, DreamWorks, The Walt Disney Company, Sony and others for allegedly conspiring to restrain competition and suppress industry wages. A \$169 million settlement resulted in a payment of more than \$13,000 per class member.

## \$150 MILLION

### FLONASE ANTITRUST LITIGATION

Hagens Berman was co-lead counsel representing purchasers in this case alleging GlaxoSmithKline filed petitions to prevent the emergence of generic competitors to its drug Flonase to overcharge consumers and purchasers of the drug, which would have been priced lower had a generic competitor been allowed to come to market.

## \$150 MILLION

### LUPRON CONSUMER LITIGATION

Hagens Berman served as co-lead counsel on behalf of consumers and third-party payors who purchased the drug Lupron. Under the terms of the settlement, TAP Pharmaceuticals paid \$150 million on behalf of all defendants.

## \$123.4 MILLION

### EXPEDIA LITIGATION

Hagens Berman led this class action arising from bundled "taxes and service fees" that Expedia collects when its consumers book hotel reservations. Plaintiffs alleged that by collecting exorbitant fees as a flat percentage of the room rates, Expedia violated both the Washington Consumer Protection Act and its contractual commitment to charge as service fees only "costs incurred in servicing" a given reservation.

## \$120 MILLION

### GENERAL MOTORS IGNITION SWITCH

Hagens Berman represented owners of GM-branded vehicles as co-lead counsel in a national class-action lawsuit seeking compensation, statutory penalties and punitive damages against GM on behalf of owners of millions of vehicles affected by alleged safety defects and recalls. The court granted final approval to a \$120 million settlement on behalf of affected GM vehicle owners on Dec. 18, 2020. Under the settlement, a trust controlled by creditors in GM's 2009 bankruptcy contributed up to \$50 million.

## \$120 MILLION

### LOESTRIN ANTITRUST LITIGATION

Hagens Berman served as interim co-lead counsel for the certified class of direct purchasers. The parties reached a proposed settlement shortly before trial.

## \$113 MILLION

### BATTERIES ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel and secured a settlement in this class-action lawsuit against some of the largest electronics manufacturers for allegedly illegally fixing the price of lithium-ion batteries, pushing costs higher for consumers.

## \$108 MILLION

### FIAT CHRYSLER LOW OIL PRESSURE SHUT-OFF

As co-lead counsel, Hagens Berman represented a class of owners of Fiat Chrysler vehicles allegedly prone to spontaneous shut off when oil pressure is low. A federal judge approved a settlement valued at \$108 million comprised of comprehensive relief including extended warranties, software upgrades, free testing and repairs and repair reimbursements.

## \$100 MILLION

### APPLE IOS APP STORE LITIGATION

In this lawsuit against Apple, the firm served as interim lead counsel in this matter and represented U.S. iOS developers against the tech giant. The suit accused Apple of monopolizing distribution services for iOS apps and in-app digital products, allegedly resulting in commission overcharges. Apple agreed to pay \$100 million and make developer-friendly changes to its App Store policy.

## \$100 MILLION

### OPPENHEIMER CORE BOND AND CHAMPION INCOME FUNDS LITIGATION

Hagens Berman obtained settlements in two cases alleging that various Oppenheimer entities and certain individual defendants made materially false or misleading statements and omissions to the investing public regarding the investment profile and objectives of the two funds.

## \$100 MILLION

### TENET HEALTHCARE

Hagens Berman achieved a settlement on behalf of uninsured patients who received care at Tenet facilities nationwide, alleging that the patients were charged excessive prices at 114 hospitals owned and operated by Tenet Healthcare. The suit claimed that Tenet took advantage of the uninsured and working poor who did not have the economic leverage to negotiate lower rates, while giving discounts to HMO's and other large payers.

## \$100 MILLION

### TREMONT LITIGATION

The firm filed a class action on behalf of investors alleging the company and others grossly neglected fiduciary duties by turning capital over to Bernard Madoff Investment Securities.

## \$98 MILLION

### PROGRAF ANTITRUST LITIGATION

Hagens Berman served as court-appointed co-lead class counsel representing a class of direct purchasers of Prograf. The antitrust lawsuit alleges that Astellas violated antitrust laws by filing a petition with the FDA as a means of delaying entry of a generic version of Prograf, a drug used to prevent organ rejection by kidney, liver, heart and lung transplant patients.

## \$95 MILLION

### APPLECARE

This class action secured compensation for iPhone and iPad owners who bought AppleCare or AppleCare+ coverage. The suit accused Apple of using inferior, refurbished or used parts in device replacements, despite promising to provide consumers with a device "equivalent to new in performance and reliability," and Hagens Berman reached a settlement with the tech giant in April 2022, resolving these claims.

## \$94 MILLION

### CELEBREX ANTITRUST LITIGATION

Hagens Berman litigated claims on behalf of a certified class of direct purchasers alleging Pfizer obtained reissuance of a follow-on patent by defrauding the Patent and Trademark Office. The case settled just weeks before trial.

## **\$93 MILLION**

### **LIPITOR ANTITRUST LITIGATION**

Hagens Berman served as co-lead counsel in this action alleging that drug manufacturer Pfizer delayed market entry of generic versions of the cholesterol drug Lipitor by fraudulently procuring a follow-on patent for Lipitor, knowingly listing that patent in the FDA Orange Book without any lawful basis to do so, suing generic pharmaceutical companies that challenged that patent's blocking ability, and then leveraging those meritless lawsuits into reverse payment settlements with the generic manufacturers.

## **\$92.5 MILLION**

### **BOEING SECURITIES LITIGATION**

Boeing and Hagens Berman agreed to a settlement to this shareholder suit filed in November 1997 by Hagens Berman. The settlement, the then second largest awarded in the Northwest, affected tens of thousands of Boeing common stock shareholders.

## **\$90 MILLION**

### **GOOGLE PLAY STORE APP DEVELOPERS**

The firm filed a class action on behalf of Android app developers for violating antitrust laws by allegedly illegally monopolizing markets for Android app distribution and in-app payment processing. A \$90 million settlement has been preliminarily approved.

# PRACTICE AREAS

## PRACTICE AREAS

## Anti-Terrorism

With a long track record of upholding the rights of those who often go unheard, Hagens Berman fights for justice on behalf of victims of international terrorism. Our anti-terrorism legal team builds on our robust history to forge innovative cases, bringing action against those that support terrorism.

Hagens Berman has always believed in fighting for the rights of those who often go unheard – those who are victims to tragic circumstances beyond their control. With our guiding principles driving our efforts, the firm has expanded its practice areas to include anti-terrorism litigation.

It's no secret that some businesses and individuals have pled guilty to violating United States laws that prohibit financial transactions with terrorist organizations and foreign states that support terrorism. We believe that the law is one of the most powerful tools to combat terrorism, and our renowned team of litigators brings a fresh perspective to the fight for victims' rights in this complex arena.

Through a deep understanding of both U.S. and international anti-terrorism laws, Hagens Berman builds on its foundation to investigate acts of terrorism and forge ironclad cases against those responsible. Our goal is to help ensure that those at the mercy of the world's most egregious perpetrators of violence are represented with the integrity and determination they deserve.

The firm's practice area conducts our mission of building a safer world through novel applications of the law and steadfast dedication.

### CHIQUITA BANANAS

Hagens Berman represented American citizens who were victims of terrorism in Colombia. The victims were harmed by Colombian terrorists that Chiquita Brands International Inc. paid so that it could grow bananas in Colombia in regions the terrorists controlled. Chiquita is one of the world's largest producers and marketers of fruits and vegetables and admitted it paid Colombian terrorist organizations as part of a guilty plea to settle criminal charges brought by the U.S. Department of Justice. Because of its conduct in Colombia, Chiquita was placed on corporate probation and paid a \$25 million fine.

Plaintiffs sued Chiquita under the U.S. Anti-Terrorism Act, which allows American victims of international terrorism to sue anyone responsible and to recover treble damages and attorney's fees. Claims were resolved in the U.S. District Court for the Southern District of Florida as part of the consolidated multi-district litigation to resolve claims related to Chiquita's payments to Colombian terrorist organizations.

### FARC ANTI-TERRORISM

Hagens Berman assisted the family of an American geologist who was kidnapped and murdered in Colombia by the FARC narco-terrorist organization. Hagens Berman sued the FARC and obtained a multimillion-dollar judgment on behalf of the family. Subsequently, it has successfully enforced the family's judgment against the assets of South American narco-traffickers that have been linked to the FARC's extensive drug trade.

## PRACTICE AREAS

**Antitrust**

Hagens Berman works to preserve fair trade and healthy marketplace competition by protecting consumers and businesses from price-fixing, market allocation agreements, monopolistic schemes and other trade restraints. The firm's lawyers have earned an enviable reputation as experts in this often confusing and combative area of commercial litigation in which we have recovered nearly \$30 billion in settlements for our clients. Our attorneys have a deep understanding of legal and economic issues within the marketplace, allowing us to employ groundbreaking market theories that shed light on restrictive anti-competitive practices. Our cases have returned more than \$340 billion across all practice areas.

Hagens Berman represents millions of class members in high-profile class-action lawsuits and takes on major antitrust litigation to improve market conditions for consumers, businesses and investors. We have represented plaintiffs in markets as diverse as college sports, app development, debit and credit card services, personal computer components, electric and gas power, airlines and internet services, and we have prevailed against some of the world's largest corporations. The firm has also taken on wage-fixing antitrust agreements in various industries including animation, food production and aerospace engineering.

The firm's antitrust cases span the reaches of anticompetitive behavior, impacting even the realm of college sports. In the Keller and O'Bannon cases, the firm represented college athletes against the NCAA and Electronic Arts Inc. claiming the companies illegally use college football and basketball players' names and likenesses in video games without permission or consent from the player. In those matters, the firm secured a total \$60 million in settlements, and checks went out to about 15,000 players, some up to \$7,600, with a median around \$1,100.

Hagens Berman has also brought about significant changes already to the NCAA's policies and procedures regulating payments. In NCAA Grants-in-Aid Scholarships Litigation, the firm brought an antitrust class action against the NCAA on behalf of college athletes, claiming that the NCAA had violated the law when it kept the class from being able to receive compensation provided by schools or conferences for athletic services other than cash. Following a \$208 million settlement in the damages portion of the case — an almost 100% recovery of single damages — the Supreme Court upheld the favorable opinion of the Ninth Circuit in a 9-0 ruling regarding injunctive relief. Justice Kavanaugh's opinion further underscored the massive win for plaintiffs and the ruling's ongoing effects: "The NCAA couches its arguments for not paying student athletes in innocuous labels. But the labels cannot disguise the reality: The NCAA's business model would be flatly illegal in almost any other industry in America," pushing for further scrutiny of the NCAA's regulations. After the ruling, the NCAA relaxed some of the name, image and likeness (NIL) restrictions and the market for NIL revenues exploded reaching almost \$5 billion this year. Few antitrust decisions have been so transformative.

The firm continued its work litigating against the NCAA regarding name, image and likeness (NIL) rights. Currently Hagens Berman is co-lead counsel in *House v. NCAA*, which challenges current restrictions on athletes NIL rights and seeks damages for lost NIL opportunities. In *House*, a federal judge approved a historic \$22.78 billion settlement with the NCAA,

including \$2.78 billion in back damages and over \$20 billion in future payments, making it the largest antitrust settlement in history. The antitrust class-action lawsuit on behalf of hundreds of thousands of current and former college athletes at Division I schools will bring historic changes to college sports and will allow college athletes to be fairly compensated for the use of their name, image and likeness in what has become a multibillion-dollar industry. The settlement stands as the largest class-action antitrust settlement in history. Read more about the NIL case in [Sports Litigation](#).

The firm has also generated substantial recoveries on behalf of health plans and consumers in antitrust cases involving pharmaceutical companies abusing patent rights to block generic drugs from coming to market. Hagens Berman's settlements accounted for 35% of total U.S. antitrust settlements that reached final approval in 2022, including the two largest antitrust recoveries to receive final approval, *In re Glumetza Antitrust Litigation* (\$453.85 million settlement) and *In re Ranbaxy Generic Drug Application Antitrust Litigation* (\$340 million settlement). Hagens Berman has served as lead or co-lead counsel in landmark antitrust litigation in many matters, including Paxil Direct Purchaser Litigation (\$100 million), Relafen Antitrust Litigation (\$75 million), Tricor Indirect Purchaser Antitrust Litigation (\$65.7 million), and Augmentin Antitrust Litigation (\$29 million).

## REPRESENTATIVE ANTITRUST SUCCESSES

### VISA CHECK/MASTERMONEY ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in this landmark antitrust case involving Visa and Mastercard. The case alleged the credit card giants engaged in anticompetitive practices to monopolize the debit card services market and impose artificially inflated interchange fees on merchants. The court valued the settlement between \$25 billion and \$87 billion, making it the largest antitrust settlement in U.S. history at the time.

**RESULT:** \$3.05 billion settlement and injunctive relief valued at more than \$23 billion

### REAL ESTATE COMMISSIONS ANTITRUST LITIGATION

The firm represents home sellers as co-lead counsel accusing the National Association of Realtors (NAR) and the largest real estate brokerage firms in the United States of conspiring to artificially inflate commissions associated with home sales — in part by implementing rules that require home sellers to pay commission to the agent representing the buyer. In *Moehrl* and *Burnett*, the courts certified damages and injunctive relief classes of sellers who sold their home through a Multiple Listing Service (MLS) during the relevant time periods, as well as current and future owners of residential real estate in affected jurisdictions who are currently listing or will list homes on an MLS. Class settlements encompass sellers who listed their homes on an MLS anywhere in the United States. In an order related to expert discovery, the court said that the buyer-broker policies challenged in the lawsuit facilitate “keeping buyers in the dark and severely restricting negotiations over buyer-broker commissions.”

**RESULT:** The firm has reached settlements totaling over \$1 billion. The court has granted final approval of the settlements with the National Association of Realtors (\$418 million), HomeServices of America (\$250 million), The Real Brokerage Inc. and other real estate companies (\$110 million), Anywhere Real Estate (\$83.5 million), Keller Williams Realty Inc. (\$70 million) and RE/MAX (\$55 million). The Court has further granted preliminary approval of settlements with Douglas Elliman (\$7.75 million), @properties (\$6.5 million) and Realty ONE (\$5 million). The case is pending against remaining defendants. The New York Times reported that Steve Brobeck, Ph.D., who served as the executive director of Consumer Federation of America for nearly four decades, estimates that the \$100 billion spent per year on residential real estate commissions will probably decline by between \$20 billion and \$50 billion, if the settlement with NAR is approved by the court.

### APPLE E-BOOKS LITIGATION

With state attorneys general, the firm served as lead counsel to secure a settlement with publishing companies that conspired with Apple to fix e-book prices. The firm then took on Apple for its part in the price-fixing conspiracy. In the final stage, the U.S. Supreme Court denied appeal from Apple, bringing the consumer payback amount to more than

twice the amount of losses suffered by the class of e-book purchasers. This represents one of the most successful recoveries in any antitrust lawsuit in the country.

**RESULT:** \$568 million in total settlements

#### **LG PHILIPS AND TOSHIBA LCD ANTITRUST LITIGATION**

Hagens Berman filed a class action against more than 20 manufacturers of TFT LCD products, including LG Philips and Toshiba, claiming the companies engaged in a conspiracy to fix, raise, maintain and stabilize the price of electronic products and devices. After years of representing consumers in multi-district litigation, the case against Toshiba went to trial. In 2012, Toshiba was found guilty of price-fixing and settled.

**RESULT:** \$470 million in total settlements

#### **DYNAMIC RANDOM ACCESS MEMORY (DRAM) ANTITRUST LITIGATION**

The firm served as class counsel in this lawsuit claiming DRAM manufacturers secretly agreed to reduce the supply of DRAM, a necessary component in a wide variety of electronics, which artificially raised prices. The class included equipment manufacturers, franchise distributors and purchasers.

**RESULT:** \$406 million settlement

#### **OPTICAL DISK DRIVES ANTITRUST LITIGATION**

Hagens Berman served as lead counsel in this lawsuit on behalf of consumers against Philips, Pioneer and others for allegedly artificially inflating the price of ODDs for consumers.

**RESULT:** \$205 million in total settlements

#### **BROILER CHICKEN ANTITRUST LITIGATION**

Hagens Berman serves as co-lead counsel in this massive antitrust class action asserting that the nation's largest broiler chicken producers — Tyson, Pilgrim's Pride, Perdue and a host of others — conspired to fix the price of chicken for consumers by up to 50 percent since 2009. Settlements will offer compensation to millions of American consumers who have unknowingly overpaid for chicken products for years.

**RESULT:** The firm has secured \$203.35 million in total settlements and achieved class certification. Litigation against the remaining defendants is ongoing.

#### **ANIMATION WORKERS ANTITRUST LITIGATION**

Hagens Berman served as co-lead counsel for a nationwide class of approximately 10,000 animators and other artistic workers in an antitrust class-action case filed against Pixar, DreamWorks, The Walt Disney Company, Sony, Blue Sky Studios and others for allegedly conspiring to restrain competition to suppress compensation. The settlement resulted in a payment of more than \$13,000 per class member.

**RESULT:** \$169 million settlement

#### **LITHIUM-ION BATTERIES ANTITRUST LITIGATION**

The firm served as co-lead counsel in this class-action lawsuit alleging some of the largest electronics manufacturers illegally fixed the price of lithium-ion batteries, pushing costs higher for consumers.

**RESULT:** \$113 million in total settlements

#### **APPLE IOS APP DEVELOPERS**

As court-appointed class counsel, the firm achieved a \$100 million settlement with Apple on behalf of US iOS app developers and developers of in-app products sold on Apple's App Store following the filing of an antitrust class-action lawsuit. The suit accused Apple monopolized U.S. distribution for iOS apps and in-app digital products, resulting in commission overcharges to developers. The settlement brings important changes to App Store policies and practices,

and U.S. iOS developers with less than \$1 million in annual proceeds from App Store sales can receive hundreds to tens of thousands of dollars in compensation.

**RESULT:** \$100 million settlement

#### **PORK ANTITRUST LITIGATION**

The firm serves as co-lead counsel in this antitrust litigation alleging that pork producers such as Tyson, Hormel and others colluded to knowingly reduce pork production to artificially inflate prices. The pork producers allegedly engaged in a conspiracy that has cost American consumers millions of dollars over the years.

**RESULT:** The firm has secured \$109.4 million in settlements, of which \$95 million has been granted final approval. Litigation against the remaining defendants is ongoing.

#### **GOOGLE PLAY STORE APP DEVELOPERS**

The firm, serving as co-lead, achieved a \$90 million settlement with Google on behalf of roughly 43,000 US Android app developers and developers of in-app products sold on Google's Play Store following the filing of an antitrust class-action lawsuit. The firm filed the class action against Google for violations of antitrust laws by illegally monopolizing markets for Android app distribution and in-app payment processing.

**RESULT:** \$90 million settlement

#### **GENERIC PHARMACEUTICAL PRICING ANTITRUST LITIGATION**

Hagens Berman filed multiple lawsuits against numerous generic pharmaceutical companies for conspiring to increase and set prices on inexpensive, commonly used generic drugs. In October 2024, direct purchaser plaintiffs settled with defendants Sun, Taro, Heritage, Apotex, and Breckenridge for a total of \$120 million. In addition, in June 2024, the court granted preliminary approval of a settlement with Sandoz for \$265 million. This settlement is still pending before the court.

**RESULT:** \$120 million settlement

#### **RELAFEN ANTITRUST LITIGATION**

In 2006, Judge William Young issued preliminary approval of a proposed settlement between GlaxoSmithKline and a class of consumers and third-party payors who purchased the drug Relafen or its generic alternatives. Under the terms of the settlement, the defendants paid damages of \$75 million to class members. Of the total settlement amount, \$25 million was allocated to consumers and \$50 million was used to pay the claims of insurers and other third-party payors.

**RESULT:** \$75 million settlement

#### **DAIRY PRICE-FIXING LITIGATION**

The firm filed a class-action suit against several large players in the dairy industry, including the National Milk Producers Federation, Dairy Farmers of America, Land O'Lakes, Inc., Agri-Mark, Inc. and Cooperatives Working Together that together produce nearly 70 percent of milk consumed in the U.S. The suit alleged the groups conspired to fix U.S. milk prices through an organized scheme to limit production, involving the needless, premature slaughtering of 500,000 cows.

**RESULT:** \$52 million settlement

#### **PANASONIC RESISTORS ANTITRUST LITIGATION**

Hagens Berman was co-lead counsel, representing direct purchasers of linear resistors, a device in electronics used to limit electric current, against an alleged cartel of manufacturers who conspired to limit linear resistor price competition for nearly a decade.

**RESULT:** \$50.25 million settlement

### **HOTEL ROOM OVERPRICING**

The nation's largest hotel chains settled a class-action lawsuit brought by consumers of hotel room reservations booked online. Consumers represented by Hagens Berman alleged hotel chains agreed to restrain competition for paid search advertising for hotel rooms associated with defendants' brand names, depriving consumers free, competitive information, and raising the price of hotel rooms booked online.

**RESULT:** The parties reached a confidential settlement.

### **OTHER NEW AND PENDING ANTITRUST LITIGATION**

#### **COLLEGE BOARD PRICE-FIXING ANTITRUST**

Hagens Berman filed a class-action lawsuit against 40 of the nation's top private universities and College Board, an entity involved in college prep testing and financial aid, accusing them of colluding to artificially lower the college financial aid for students with noncustodial parents. The law firm's investigation found evidence that College Board implements and enforces unfair guidelines for students of noncustodial parents (any parent whose child does not live with them the majority of the time). This alleged anticompetitive conduct has decreased students' chances of qualifying for additional need-based financial aid from colleges and universities.

#### **FROZEN POTATO PRODUCTS ANTITRUST LITIGATION**

Hagens Berman filed a class-action lawsuit on behalf of consumers against four frozen potato food processors — McCain Foods, Lamb Weston, J.R. Simplot and Cavendish Farms — for allegedly engaging in an illegal agreement for years potentially causing millions of U.S. consumers to overpay for frozen potato products, including french fries, tater tots, hashbrowns and more.

#### **LAS VEGAS HOTELS PRICE-FIXING ANTITRUST**

The firm filed a lawsuit defending the rights of Las Vegas consumers harmed by an alleged scheme perpetrated by some of the largest gaming and hospitality companies, including Wynn and MGM Hotels. We believe these casinos colluded to artificially increase the price of Las Vegas hotel rooms, putting rates above competitive levels. In this alleged scheme, rates are adjusted beyond what a free market would bear. In 2024, the Department of Justice filed an amicus brief in the U.S. Court of Appeals for the Ninth Circuit, placing its support behind Hagens Berman's lawsuit in which consumers alleged Las Vegas hotels algorithmically fixed prices, violating the Sherman Act.

#### **YARDI ANTITRUST LITIGATION**

The firm filed a nationwide class-action lawsuit accusing 18 property management companies, as well as Yardi Systems Inc., of a rent price-fixing scheme, violating antitrust laws. The lawsuit alleges Yardi's RENTmaximizer software allowed the codefendants to increase lease prices for millions of renters for years. In March 2024, U.S. District Judge Robert S. Lasnik appointed Hagens Berman interim class counsel.

## PRACTICE AREAS

## Automotive Defect, Fraud & Products Liability Litigation

In litigating cases, we strive to make an impact for large classes of consumers, especially those who fall victim to the gross negligence and lack of oversight of one of the nation's largest industries: auto manufacturing. Hagens Berman's automotive litigation team has repeatedly been named a Practice Group of the Year by Law360, highlighting its "eye toward landmark matters and general excellence" in this area of law.

The federal court overseeing the massive multi-district litigation against Toyota appointed the firm to co-lead one of the largest consolidations of class-action cases in U.S. history. The litigation combined more than 300 state and federal suits concerning acceleration defects tainting Toyota vehicles. Hagens Berman was selected from more than 70 law firms applying for the role. Since then, the firm's automotive practice area has grown at an unrivaled pace, pioneering new investigations into emissions-cheating, defects, false marketing and safety hazards affecting the wellbeing of millions of drivers.

Hagens Berman's work fighting corporate wrongdoing in the automotive industry has repeatedly earned it a spot in the National Law Journal's list of Elite Trial Lawyers, and the firm's auto team who worked on *Toyota* were also named finalists for Public Justice's Trial Lawyer of the Year award.

Our firm has been a leader in this area of law for nearly a decade, and our settled cases include the following matters related to public safety, defect mitigation and more.

### REPRESENTATIVE SUCCESS IN AUTOMOTIVE DEFECT LITIGATION

#### TOYOTA SUDDEN, UNINTENDED ACCELERATION LITIGATION

Steve Berman served as co-lead counsel for the economic loss class in this lawsuit filed on behalf of Toyota owners alleging a defect caused vehicles to undergo sudden, unintended acceleration. In addition to safety risks, consumers suffered economic loss from decreased value of Toyota vehicles following media coverage of the alleged defect.

**RESULT:** \$1.6 billion settlement, which was the largest automotive settlement in history at the time, surpassed only by the firm's future settlements

#### HYUNDAI/KIA THETA II GDI ENGINE FIRE HAZARD LITIGATION I

As co-lead counsel against Hyundai and Kia, Hagens Berman helped secure a \$1.3 billion settlement on behalf of owners of cars affected by an engine defect causing spontaneous fires. The compensation includes lifetime warranty protection, software installation aimed to detect and prevent the engine defect, reimbursements for repair-related costs and lost value due to engine failures or fires, and payment for repair delays.

**RESULT:** \$1.3 billion settlement

### HYUNDAI/KIA ENGINE FIRE HAZARD LITIGATION II

Following the firm's \$1.3 billion settlement on behalf of owners of cars affected by an engine defect causing spontaneous fires in millions of Hyundai and Kia cars, Hagens Berman, which served as co-lead counsel in this case, also secured an additional settlement concerning engines not included in the first settlement. The newest settlement brings relief to owners of about 2.1 million vehicles with Gamma GDI and Nu GDI engines as well as Theta II MPI engines. "The settlement is comprehensive in compensating class members for the harms suffered and providing protection against future harms," Judge Staton said, noting that the deal is substantially similar to the one finalized in May 2021 in *In re Hyundai and Kia Engine Litigation*, which was valued at up to \$1.3 billion.

**RESULT:** Settlement comparable to prior \$1.3 billion in *In re Hyundai and Kia Engine Litigation*

### HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD LITIGATION

Hagens Berman served as class counsel in this class-action lawsuit against automakers Hyundai and Kia on behalf of owners and lessees of approximately three million U.S. vehicles regarding a defect affecting the vehicles' hydraulic and electronic control units. The defect, which the lawsuit alleges Hyundai and Kia were aware of upon selling the affected vehicles, can cause electrical short-circuits and engine fires. Conservatively, plaintiffs' expert values the settlement in the range of \$326 million to \$652 million, depending on relief claimed by affected owners and lessors.

**RESULT:** Settlement valued at more than \$300 million

### HYUNDAI KIA FUEL ECONOMY LITIGATION

Serving as class counsel, Hagens Berman represented Hyundai and Kia owners after the car manufacturers overstated the MPG fuel economy ratings on 900,000 of their cars. The suit seeks to give owners the ability to recover a lump-sum award for the lifetime extra fuel costs, rather than applying every year for that year's losses.

**RESULT:** \$255 million settlement. Lump-sum payment plan worth \$400 million on a cash basis, and worth even more if owners opt for store credit (150 percent of cash award) or new car discount (200 percent of cash award) options.

### TOYOTA, LEXUS DENSO FUEL PUMP LITIGATION

The firm filed this class action regarding a defect in the DENSO fuel pump installed in the affected Toyota and Lexus vehicles which can leave vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increase the likelihood of a crash or injury.

**RESULT:** Settlement valued between \$212 million and \$288 million

### HYUNDAI KIA CAR THEFT DEFECT LITIGATION

Serving as co-lead counsel, the firm achieved relief in this class action stemming from Hyundai and Kia's failure to equip nearly nine million 2011-2022 models with an immobilizer, a common antitheft device in modern cars which prevents most vehicles from being started unless a code is transmitted from the vehicle's smart key. The lack of immobilizer in affected vehicles spawned viral "Kia Challenge" TikTok videos demonstrating simple measures "Kia Boys" take to steal affected Hyundai and Kia vehicles using only a common USB charging cord or similar metal object to start the engine, allowing thieves to steal them in less than 90 seconds.

**RESULT:** \$200 million settlement

### GENERAL MOTORS IGNITION SWITCH LITIGATION

The firm served as co-lead counsel in a high-profile case on behalf of millions of owners of recalled GM vehicles affected by a safety defect linked to more than 120 fatalities. The lawsuit alleged GM did not take appropriate remedial measures, despite having prior knowledge of the defect.

**RESULT:** \$120 million settlement

#### **FIAT CHRYSLER (FCA) LOW OIL PRESSURE SHUT OFF LITIGATION**

Serving as co-lead counsel, Hagens Berman represented owners of Chrysler, Dodge, Fiat, Jeep and Ram vehicles affected by a defect causing overconsumption of oil and spontaneous vehicle shut off during low oil pressure. In 2022 a federal judge approved a settlement for owners of vehicles with 2.4L TigerShark MultiAir II engines.

**RESULT:** \$108 million settlement

#### **HONDA INFOTAINMENT SYSTEM LITIGATION**

Hagens Berman served as class counsel on behalf of owners of Honda vehicles in a class-action lawsuit against the automaker for a defect affecting the vehicles' infotainment system which was prone to failing to boot, freezing during use and suffering general malfunctions and glitches. Owners reported the issues on vehicles with as few as 580 miles. The U.S. district judge called the settlement for vehicle owners a "significant effort" in light of the difficulties and complexities of the case.

**RESULT:** \$33 million settlement

#### **FORD MYFORD TOUCH LITIGATION**

Hagens Berman served as co-lead counsel on behalf of owners of Ford vehicles equipped with MyFord Touch, an in-car communication and entertainment package, who claim that the flawed system put drivers at risk of an accident while causing economic hardship for owners. The complaint cites internal Ford documents that show that 500 of every 1,000 vehicles have issues involving MyFord Touch due to software bugs, and failures of the software process and architecture. Owners report that Ford has been unable to fix the problem, even after repeated visits.

**RESULT:** \$17 million settlement

#### **ACURA RDX INFOTAINMENT SYSTEM LITIGATION**

Hagens Berman served as class counsel in this class-action lawsuit against American Honda Motor Co. Inc., owners of 2019 and 2020 Acura RDX vehicles accused the automaker of knowingly selling the vehicles with defective infotainment systems, posing a serious safety risk to drivers. The alleged defect causes many of the vehicles' features associated with the infotainment system to malfunction, including the navigation system, audio system, as well as safety features like the backup camera.

**RESULT:** \$10.5 million settlement

#### **NISSAN QUEST ACCELERATOR LITIGATION**

Hagens Berman represented Nissan Quest minivan owners alleging their vehicles developed deposits in a part of the engine, causing drivers to apply increased pressure to push the accelerator down.

**RESULT:** Settlement providing reimbursement for cleanings or replacements and applicable warranty coverage

#### **VW ATLAS WIRING HARNESS DEFECT LITIGATION**

Hagens Berman serves as co-class counsel in a class-action lawsuit representing owners and lessors of more than 222,000 defective Volkswagen Atlas vehicles affected by an alleged manufacturing defect in the door wiring harness. A settlement was granted preliminary approval in July 2024. On Jan. 15, 2025, the Hon. Jessica S. Allen, U.S. Magistrate Judge of the U.S. District Court for the District of New Jersey, granted final approval to the settlement.

**PENDING LITIGATION AGAINST AUTOMAKERS:**

The firm has filed several pending cases against major automakers, including the following class actions promoting consumers' rights:

**FCA CHRYSLER PACIFICA HYBRID MINIVAN ENGINE SHUTDOWN LITIGATION**

Over 67,000 Chrysler plug-in hybrid electric vehicles are at risk for spontaneous power loss while the vehicle is in motion due to a serious wiring defect in the transmission of the gasoline-driven portion of the powertrain. The automaker's response to this potentially life-threatening issue falls short, leaving Chrysler customers with little recourse. According to a recall report filed with the National Highway Traffic Safety Administration in January 2023, 100% of 2017-2023 Chrysler Pacifica PHEVs are at risk for sudden engine shutoff due to this defect. Loss of motive power is total and comes without warning, giving drivers little or no opportunity to maneuver vehicles to safety, and can occur while moving at highway speeds.

**FCA CHRYSLER PACIFICA HYBRID MINIVAN FIRE HAZARD LITIGATION**

In this automotive class-action lawsuit, the firm serves as co-lead counsel representing owners of 2017 and 2018 Chrysler Pacifica plug-in hybrid electric minivans. Twelve fires have been reported in Chrysler Pacifica hybrid minivans. All of the vehicles that caught fire were parked and turned off; eight of the 12 vehicles were plugged in and charging. In the recall report filed with the National Highway Traffic Safety Administration, Chrysler said the "root cause is unknown." Hagens Berman filed a consolidated master complaint Nov. 4, 2022. The complaint highlights Fiat Chrysler's proposed "fix" as a "Hobson's choice foisted on consumers" that fails to solve the issue. Even after having the recall performed, at least two Hybrid Pacifica vehicles have exploded into flames in owners' garages and driveways. In December 2023, the federal judge overseeing the consolidated lawsuit denied Fiat Chrysler's motion to dismiss plaintiffs' claims.

**FCA DODGE RAM 1500 & 1500 CLASSIC ECODIESEL TRUCKS EGR COOLER FIRE HAZARD LITIGATION**

Hagens Berman serves as co-lead counsel representing owners of certain Dodge Ram 1500 trucks at risk for vehicle fire. Affected trucks have been built with defective EGR coolers that can crack due to thermal fatigue. This can allow coolant to leak into the running engine, which can result in combustion and a vehicle fire. In March 2024, a federal judge granted in part and denied in part FCA's motion to dismiss claims from owners whose vehicles had not yet caught fire due to the defect. The court sustained the majority of the owners' claims, including allegations that FCA violated express and implied warranties on the vehicles.

**FORD, GM, NISSAN CP4 HIGH-INJECTION FUEL PUMP DEFECT LITIGATION**

Hagens Berman has filed multiple class-action lawsuits against Ford, GM and Nissan on behalf of diesel truck owners due to a defective high-pressure fuel injection pump in affected vehicles. The defective part generates metallic shavings and can lead to catastrophic failure of the engine. The complaints allege defendants routinely denied repair under warranty, even though the repair costs at least \$7,000, and in some cases exceeds \$10,000. In March 2023, Hon. Bernard A. Friedman allowed the majority of claims against Ford to continue, and in that same month, Hon. Terrence Berg certified seven state-specific classes on behalf of GM truck owners. In June 2025, a \$50 million settlement with GM was granted final approval. Litigation against Ford and Nissan is ongoing.

**FORD ESCAPE, MAVERICK AND LINCOLN CORSAIR HYBRID FIRES LITIGATION**

Ford has recalled more than 100,000 of its Escape, Maverick and Lincoln Corsair hybrid models manufactured since 2020 for a risk of spontaneously catching fire due to a safety defect. The issue has been traced to leaking fluid from the vehicles' engine block or oil pan. In response, rather than fix the faulty engine blocks and oil pans, Ford has issued "fix" instructions to its dealers that ask them to remove blinds from the grill shutter and drill holes in the floor of the engine compartment, potentially causing flammable fluids to drip into the roadway and owners' garages and driveways. The firm's class-action lawsuit against Ford was filed in August of 2022.

#### **HONDA CIVIC ELECTRONIC POWER STEERING DEFECT LITIGATION**

The firm filed a class-action lawsuit accusing American Honda Motor Company of selling 2022-2023 Civics which it knew were equipped with faulty electronic power steering (EPS) systems. The EPS system failure allegedly occurs without warning and under various driving conditions, causing the vehicles to lose steering control at high speeds. The National Highway Traffic Safety Administration opened a preliminary investigation after receiving 145 reports of “momentary increase in steering effort,” described as “sticky steering,” which could result in the inability to avoid a road hazard.

#### **JEEP WRANGLER AND GLADIATOR ENGINE FIRE DEFECT**

Hagens Berman filed a class-action lawsuit against Fiat Chrysler following reports of engine fires from owners of 2021-2023 Jeep Wrangler and Gladiator vehicles. According to the lawsuit, the fires originate from the power steering pump electrical connector on the passenger side of the engine compartment.

## PRACTICE AREAS

## Automotive – Emissions Cheating

Having filed the first Dieselgate case in the country, Hagens Berman played a lead role in the record-breaking Volkswagen diesel emissions litigation. But Hagens Berman knew the story didn't end there. Since the Dieselgate scandal, the firm has uniquely dedicated resources to uncovering cheating devices used by other automakers. We have become a trailblazer in this highly specialized realm, outpacing federal agencies in unmasking fraud in emissions reporting.

When news broke in 2015 of Volkswagen's massive diesel emissions-cheating scandal, Hagens Berman was the first law firm in the nation to file suit against the automaker for its egregious fraud, going on to represent thousands of owners in litigation and take a leading role on the Plaintiffs' Steering Committee that would finalize a \$14.7 billion, record-breaking settlement for affected owners. Since this case emerged, Hagens Berman has remained on the forefront of emissions litigation, relying on our legal team's steadfast and intensive investigative skills to unearth many other emissions-cheating schemes perpetrated by BMW, General Motors, Fiat Chrysler, Mercedes and other automakers, staying one step ahead of government regulators in our pursuit of car manufacturers that have violated emissions standards and regulations, as well as consumer confidence.

Hagens Berman's managing partner, Steve Berman, has dedicated the firm's resources to upholding the rights of consumers and the environment. The firm is uniquely dedicated to this cause and is the only firm that has purchased an emissions testing machine to determine if other diesel car manufacturers install cheating devices. The firm brings new cases based on its own research, time and testing.

### REPRESENTATIVE SUCCESS IN AUTOMOTIVE EMISSIONS LITIGATION

#### VOLKSWAGEN DIESEL EMISSIONS LITIGATION

Hagens Berman was the first law firm in the nation to file a lawsuit against Volkswagen for its emissions fraud, seeking swift remedies for consumers affected by its fraud and violation of state regulations. The firm was named to the Plaintiffs' Steering Committee leading the national fight against VW, Porsche and Audi on behalf of owners and lessors of affected vehicles and also served as part of the Settlement Negotiating team in this record-breaking achievement.

**RESULT:** \$14.7 billion settlement, the largest automotive settlement in history

#### VOLKSWAGEN FRANCHISE DEALERS EMISSIONS LITIGATION

Hagens Berman served as lead counsel in a first-of-its-kind lawsuit brought by a franchise dealer. Three family-owned Volkswagen dealers filed a class action against VW for intentionally defrauding dealers by installing so-called "defeat devices" in its diesel cars that cause them direct harm. The suit states VW separately carried out a systematic, illegal pricing and allocation scheme that favored some dealers over others and illegally channeled financing business to VW affiliate, Volkswagen Credit Inc. The settlement received nearly unanimous approval, with 99 percent participation in the settlement.

**RESULT:** \$1.67 billion settlement

### DAIMLER MERCEDES BLUETEC EMISSIONS LITIGATION

Hagens Berman was appointed co-lead counsel in this class action representing thousands of vehicle owners against Mercedes concerning emissions-cheating in its BlueTEC diesel vehicles. The lawsuit states Mercedes told vehicle owners and lessees their diesel cars were “the world’s cleanest and most advanced diesel,” when in fact testing indicated a systemic failure to meet emissions standards. Low temperature testing at highway speeds for example, produced emissions that were 8.1 to 19.7 times the highway emissions standard; at variable speeds, testing produced emissions as high as 30.8 times the standard, according to the firm’s independent testing.

Since the case settled, Hagens Berman has taken an advisory role in the emissions-cheating litigation against Mercedes’ parent company, Daimler, filed in Australia. The firm looks to build upon its existing win against Mercedes for emissions cheating in its vehicles sold in the U.S. and support Australians who were similarly deceived.

**RESULT:** \$700 million settlement

### FIAT CHRYSLER ECODIESEL EMISSIONS LITIGATION

The firm led charges against Fiat Chrysler that it sold hundreds of thousands of EcoDiesel-branded vehicles that release illegally high levels of NOx emissions, despite explicitly selling these “Eco” diesels to consumers who wanted a more environmentally friendly vehicle. Hagens Berman was the first firm in the nation to uncover this scheme and file against Fiat Chrysler on behalf of owners of affected Dodge RAM 1500 and Jeep Grand Cherokee EcoDiesel vehicles. Following the firm’s groundbreaking suit, the EPA took notice, filing formal accusations against Fiat Chrysler.

**RESULT:** Settlement valued at \$307 million, dependent upon claims rate

### PORSCHE PANAMERA & 911 EMISSIONS LITIGATION

This lawsuit claimed fuel economy inaccuracies in half a million 2005 to 2020 Volkswagen and Porsche gasoline models, and in 2022, a federal judge granted preliminary approval of an \$80 million settlement agreement regarding emissions-cheating claims. Under the settlement, consumers in the most basic bracket of the class can receive payments from \$250 to \$1,109 per vehicle, and those who purchased higher-performance vehicles can receive an additional \$250 in compensation, with other payments of \$200 per vehicle available to other eligible class members.

**RESULT:** \$80 million settlement

### AUDI EMISSIONS LITIGATION

In 2016, Hagens Berman unearthed additional emissions-cheating by Audi, affecting its gasoline 3.0-liter vehicles. The firm’s investigation revealed a newly discovered defeat device installed in gasoline engines which changed how the transmission operated when testing was detected to lower CO2 emissions, but otherwise allowed excessive CO2 emissions in normal, on-road driving. The firm was appointed lead counsel.

**RESULT:** The lawsuit was folded into the Volkswagen Dieselgate multidistrict litigation. The settlement benefited more than 88,000 vehicle owners and resulted in vehicle buybacks valued at more than \$30,000 for some class members.

### BMW X5 & 335D EMISSIONS LITIGATION

Based on BMW’s marketing, consumers who purchased its X5 Diesel and 335d vehicles assumed they were making a choice that was better for the environment than other options. BMW told the public that the vehicles “met emissions standards in all 50 states,” that “BMW Efficient Dynamics” meant “Less emissions,” that its engines “protect the environment every day,” were “environmentally friendly,” and turned nitric oxides (harmful pollutants in diesel exhaust) “into environmentally compatible nitrogen and water vapor.” In reality, the 2009-2013 BMW X5 diesel and 2009-2011 335d vehicles emit harmful pollutants and emissions many times above legal emissions standards.

**RESULT:** A federal judge granted final approval to a settlement valued at \$6 million.

**PENDING LITIGATION AGAINST AUTOMAKERS:**

The firm is currently litigating many pending cases against major automakers regarding emissions, including the following:

**CHEVY CRUZE DIESEL EMISSIONS LITIGATION**

Hagens Berman filed a class-action lawsuit against Chevrolet (a division of General Motors) and Robert Bosch, LLC for installing emissions-cheating software in Cruze Clean Turbo Diesel cars, forcing consumers to pay high premiums for vehicles that pollute at illegal levels. While Chevy marketed these cars as a clean option, testing by an expert retained by Hagens Berman revealed the cars' emissions are often up to 36 times the federal standard.

**DODGE RAM 2500/3500 DIESEL EMISSIONS LITIGATION**

According to the firm's investigation, Dodge has sold hundreds of thousands of Dodge RAM 2500 and 3500 trucks equipped with Cummins diesel engines that release illegally high levels of NOx emissions because fuel is diverted and burned to clear out the soot in the emission system. The firm is leading a national class action against Fiat Chrysler and Cummins (the engine manufacturer) for knowingly inducing consumers to pay premium prices for vehicles that exceed emissions standards, and lead to decreased fuel economy and higher costs because of the wasted fuel. Hagens Berman has also determined that there is a defeat device in these vehicles.

**GENERAL MOTORS DURAMAX EMISSIONS LITIGATION**

Hagens Berman pioneered another instance of diesel emissions fraud. The firm's independent testing revealed that GM had installed an emissions-masking defeat device in its Duramax trucks, including [Chevy Silverado](#) and [GMC Sierra](#) models, in a cover-up akin to Volkswagen's Dieselgate concealment. In real world conditions, the trucks frequently emit 1.6 – 2.5 times the legal limit of deadly NOx pollutants and have been observed emitting almost 50 times the federal standard. Emissions cheating devices are installed in an estimated 705,000 affected vehicles. The U.S. Court of Appeals for the Sixth Circuit has reversed the Eastern District of Michigan trial court's dismissal of the Duramax diesel emissions case, overturning the ruling that such claims were preempted by the Clean Air Act. Pending further possible action by the defendants, once the appellate decision is final, attorneys expect the case to be remanded to the District Court for further proceedings.

## PRACTICE AREAS

## Civil and Human Rights

Hagens Berman has represented individuals and organizations in difficult civil rights challenges that have arisen in the past two decades. In doing so, we have managed cases presenting complex legal and factual issues that are often related to highly charged political and historical events. Our clients have included such diverse communities as World War II prisoners of war, conscripted civilians and entire villages.

In this cutting-edge practice area, the firm vigilantly keeps abreast of new state and national legislation and case-law developments. We achieve positive precedents by zealously prosecuting in our clients' interests. Some examples of our work in this area include:

### **WORLD TRADE ORGANIZATION PROTESTS**

During the 1999 World Trade Organization protests in Seattle, tens of thousands of Seattle citizens became targets after Seattle officials banned all forms of peaceful protest. Seattle police attacked anyone found in the designated "no protest" zones with rubber bullets and tear gas. Hundreds of peaceful protesters were arrested and incarcerated without probable cause for up to four days. The firm won a jury trial on liability and ultimately secured a settlement from Seattle officials after filing a class action alleging violations of the First and Fourth Amendments.

### **HUNGARIAN GOLD TRAIN**

Following the firm's representation of former forced and enslaved laborers for German companies in the Nazi Slave Labor Litigation, Hagens Berman led a team of lawyers against the U.S. on behalf of Hungarian Holocaust survivors in the Hungarian Gold Train case. The suit claimed that, during the waning days of World War II, the Hungarian Nazi government loaded plaintiffs' valuable personal property onto a train, which the U.S. Army later seized, never returning the property to its owners and heirs.

### **DOLE BANANAS LITIGATION**

Hagens Berman filed suit against The Dole Food Company, alleging that it misled consumers about its environmental record. The complaint alleged that Dole purchased bananas from a grower in Guatemala that caused severe environmental damage and health risks to local residents. Dole ultimately agreed to take action to improve environmental conditions, collaborating with a non-profit group on a water filtration project for local communities.

## PRACTICE AREAS

## Consumer Protection – General Class Litigation

Hagens Berman is a leader in protecting consumers, representing millions in large-scale cases that challenge unfair, deceptive and fraudulent practices.

We realize that consumers suffer the brunt of corporate wrongdoing and have little power to hold companies responsible or to change those tactics. We believe that when backed by a tenacious spirit and determination, class action cases have the ability to serve as a powerful line of defense in consumer protection.

Hagens Berman pursues class litigation on behalf of clients to confront fraudulent practices that consumers alone cannot effectively dispute. We make consumers' concerns a priority, collecting consumer complaints against suspected companies and exploring all avenues for prosecution.

Hagens Berman's legacy of protecting consumer rights reflects the wide spectrum of scams that occur in the marketplace. The cases that we have led have challenged a variety of practices such as:

- False, deceptive advertising of consumer products and services
- False billing and over-charging by credit card companies, banks, telecommunications providers, power companies, hospitals, insurance plans, shipping companies, airlines and Internet companies
- Deceptive practices in selling insurance and financial products and services such as life insurance and annuities
- Predatory and other unfair lending practices, and fraudulent activities related to home purchases

### REPRESENTATIVE SUCCESS IN CONSUMER PROTECTION LITIGATION

#### T-MOBILE DATA BREACH LITIGATION (2021)

Hagens Berman served a court-appointed position on the Executive Committee in this consumer class action against T-Mobile for a data breach affecting 7.8 million subscribers, as well as 40 million people who had applied for credit with T-Mobile. T-Mobile also reported that approximately 850,000 active T-Mobile prepaid customers names, phone numbers and PIN numbers were exposed, as well as up to 52,000 names of customers related to current Metro by T-Mobile accounts.

**RESULT:** \$350 million settlement pending preliminary approval

#### STERICYCLE CONTRACT LITIGATION

The firm served as court-appointed lead counsel in a class-action lawsuit against Stericycle alleging that the company violated contracts and defrauded them by hundreds of millions of dollars through an automatic price-increasing scheme. In February of 2017, a federal judge certified a nationwide consumer class. The class had more than 246,000 class members, with damages estimated preliminarily at \$608 million.

**RESULT:** \$295 million settlement

### **BANK OF AMERICA COUNTRYWIDE APPRAISAL RICO LITIGATION**

Hagens Berman filed a nationwide class-action lawsuit against Bank of America, Countrywide Financial and appraisal firm, LandSafe Inc. on behalf of a class of home buyers alleging defendants carried out a series of phony appraisals in an attempt to secure more loans.

**RESULT:** \$250 million settlement

### **APPLECARE WARRANTY LITIGATION**

The firm represented a class of Apple device owners claiming that Apple violated consumer laws, illegally charging customers premium prices for what they believed to be new replacement devices under its AppleCare/AppleCare+ programs. Attorneys for the class estimate the settlement will cover between 3.5 and 4 million refurbished Apple devices.

**RESULT:** \$95 million settlement has been preliminarily approved

### **BANK OF AMERICA MILITARY CUSTOMER FRAUD LITIGATION**

Hagens Berman filed a class-action lawsuit alleging that Bank of America violated the Servicemembers Civil Relief Act, the Truth in Lending Act and North Carolina's Unfair and Deceptive Trade Practices Act. The suit also accused Bank of America of violating common law, including breach of contract, negligence and negligent misrepresentation.

**RESULT:** \$42 million settlement

## **PENDING CONSUMER PROTECTION LITIGATION**

### **COLLEGE TUITION & FEES AMID COVID-19 PANDEMIC REIMBURSEMENT**

In 2020, as the COVID-19 pandemic unfolded, Hagens Berman sought to represent tuition and fee payers in class-action lawsuits seeking reimbursement for parents and guardians of college students or college students for tuition, fees and other expenses at colleges and universities across the nation. Hagens Berman believes that institutions of higher learning had no right to keep these charges given the coronavirus outbreak and lack of options to students, as college campuses closed.

**RESULT:** \$14.4 million has been granted final approval by the courts in settlements reached with Brown University (\$1.5 million), George Washington University (\$5.4 million), Quinnipiac University (\$2.5 million) and Rutgers University (\$5 million), and a \$4 million settlement with the University of Washington has been granted preliminary approval. Litigation continues against other universities.

### **AMAZON BASICS PAPER PRODUCTS ECO-FRIENDLY ADVERTISING**

The firm filed a class-action lawsuit against Amazon alleging it made false claims about the damaging environmental impact of its Amazon Basics toilet paper and paper towel products. The company has led consumers to believe it is a leader in environmental stewardship committed to "protecting natural resources." However, the lawsuit alleges that Amazon fails to disclose that its Amazon Basics paper products contribute to the devastating destruction in Canada's boreal forest — one of the last remaining primary forests on Earth.

### **AMAZON COVID-19 PRICE GOUGING**

This lawsuit was filed against Amazon accusing the company of [price gouging](#) consumers during the COVID-19 pandemic, causing massive price spikes for essential goods including food, personal hygiene products and other emergency or medical supplies, allegedly violating California state consumer-protection laws.

#### **AMAZON PRIME CANCELLATION “DARK PATTERNS”**

Hagens Berman represents consumers seeking to hold Amazon accountable for its alleged use of “dark patterns” to deceive users into subscribing to Amazon Prime, or complicate the process of unsubscribing. Since the lawsuit’s filing, the firm has been retained by Arizona Attorney General Kris Mayes to file a similar lawsuit on behalf of the state of Arizona, and the Federal Trade Commission filed a complaint against Amazon for the same actions, bolstering the firm’s existing claims.

#### **CHARMIN BATH TISSUE ECO-FRIENDLY ADVERTISING**

Hagens Berman filed a class-action lawsuit against Procter & Gamble accusing the company of making false claims about the harmful environmental impact of its Charmin toilet paper products. The company touts sustainability, proclaiming it “helps protect forests” and promises consumers “We are committed to helping keep forests as forests.” Behind Charmin’s promise that it “maintains healthy forests for generations to come.” Procter & Gamble — a multibillion-dollar corporation — is allegedly cutting down boreal forest, in spite of its alleged greenwashing.

#### **ONEWHEEL SHUT OFF DEFECT**

Consumers have reported sudden shutoffs and nosedives while operating Future Motion Inc.’s OneWheel electronic skateboards that launch riders from the board at potentially high speeds and steep angles. The boards have since been recalled yet Future Motion has yet to remedy the defect causing sudden loss of power. Hagens Berman filed its class action in 2022, seeking damages on behalf of consumers.

#### **CONSUMER INSURANCE LITIGATION**

Hagens Berman has pioneered theories to ensure that, in first- and third-party contexts, consumers and health plans always receive the treatment and benefits to which they are entitled. Many of our cases have succeeded in expanding coverage owed and providing more benefits; recovering underpayments of benefits; and returning uninsured/underinsured premiums from the misleading tactics of the insurer. The firm’s existing cases include pending litigation against Allstate and CNA Casualty Company.

## PRACTICE AREAS

## Consumer Protection – Drug and Supplement Litigation

Hagens Berman aggressively pursues pharmaceutical industry litigation, fighting against waste, fraud and abuse in healthcare. For decades, pharmaceutical manufacturers have been among the most profitable companies in America. But while pharmaceutical companies become richer, consumers, health plans and insurers pay higher costs for prescription and over-the-counter drugs and supplements. We shine the light of public scrutiny on this industry's practices and represent individuals, direct and indirect purchasers, and the nation's most forward-thinking public-interest groups.

The firm's pharmaceutical and dietary supplement litigation practice is second to none in the nation in terms of expertise, commitment and landmark results. Hagens Berman's attorneys have argued suits against dozens of major drug companies, and the firm's aggressive litigation against the pharmaceutical industry has recovered settlements valued at more than \$3.8 billion.

### RECENT ANTITRUST RESOLUTIONS

In the last few years, Hagens Berman — as lead or co-lead class counsel — has garnered significant settlements in several antitrust cases involving prescription drugs. In each case, the plaintiffs alleged that a manufacturer of a brand-name drug violated federal or state antitrust laws by delaying generic competitors from coming to market, forcing purchasers to buy the more expensive brand name version instead of the generic equivalent. Examples of our recent successes include:

#### ZETIA ANTITRUST LITIGATION

Hagens Berman served as court-appointed lead counsel in this class-action lawsuit representing a class of direct purchasers of Merck's blockbuster cholesterol drug, Zetia. The lawsuit against pharma giant Merck and generic drugmaker Glenmark alleges the two colluded to illegally delay the market entry of generic versions and settled in 2024.

**RESULT:** Confidential settlement valued at hundreds of millions of dollars

#### GLUMETZA ANTITRUST LITIGATION

The court denied summary judgment and paved the way for trial in this litigation against brand and generic manufacturers of the diabetes drug Glumetza. Hagens Berman served as co-lead counsel for the direct purchaser class. U.S. District Judge William Alsup approved \$453.85 million in settlements resolving direct purchasers' allegations. The result was the largest antitrust recovery to receive final approval in 2022.

**RESULT:** \$453.85 million settlement

### **SUBOXONE ANTITRUST LITIGATION**

Hagens Berman was co-lead counsel for a class of direct purchasers in this pharmaceutical antitrust class action MDL alleging defendants violated federal antitrust laws by delaying generic competition for its blockbuster opioid addiction medicine, Suboxone. The complaint alleges this scheme succeeded, and purchasers incurred substantial damages as a result.

**RESULT:** \$385 million settlement

### **RANBAXY ANTITRUST LITIGATION**

Hagens Berman served as co-lead counsel representing Meijer Inc. and Meijer Distribution Inc. in a class-action lawsuit against drug maker, Ranbaxy. The lawsuit alleged it recklessly stuffed the generic drug approval queues with grossly inadequate applications, deceiving the FDA into granting tentative approvals to lock in statutory exclusivities to which Ranbaxy was not entitled and that it brandished these undeserved exclusivities to exclude others while its own applications floundered, all at the direct expense of U.S. drug purchasers. The settlement was part of a \$485 million total settlement for all plaintiffs in the case. The result was the second largest antitrust recovery to receive final approval in 2022.

**RESULT:** \$340 million settlement

### **FLONASE ANTITRUST LITIGATION**

Hagens Berman represented purchasers in this case alleging pharmaceutical giant GlaxoSmithKline filed petitions to prevent the emergence of generic competitors to its drug Flonase, all to overcharge consumers and purchasers of the drug, which would have been priced lower had a generic competitor been allowed to come to market.

**RESULT:** \$150 million settlement

### **PROGRAF ANTITRUST LITIGATION**

Hagens Berman represented purchasers who alleged Astellas Pharma US, Inc. unlawfully maintained its monopoly and prevented generic competition for Prograf, an immunosuppressant used to help prevent organ rejection in transplant patients, harming purchasers by forcing them to pay inflated brand name prices for longer than they should have absent the anticompetitive conduct.

**RESULT:** \$98 million settlement

### **RELAFEN ANTITRUST LITIGATION**

Hagens Berman filed a class-action lawsuit against GlaxoSmithKline, SmithKline Beecham Corporation, Beecham Group PLC and SmithKline Beecham PLC, on behalf of consumers and third-party payors who purchased the drug Relafen or its generic alternatives. The suit alleged that the companies who manufacture and sell Relafen unlawfully obtained a patent which allowed them to enforce a monopoly over Relafen and prevented competition by generic prescription drugs, causing consumers to pay inflated prices for the drug.

**RESULT:** \$75 million settlement, \$25 million of which was allocated to consumers and \$50 million paid the claims of insurers and other third-party payors

### **SKELAXIN ANTITRUST LITIGATION**

The firm represented purchasers in this case alleging King Pharmaceuticals LLC and Mutual Pharmaceutical Company alleging conspired to suppress generic competition and preserve King's monopoly in the market for the brand name muscle relaxant Skelaxin.

**RESULT:** \$73 million class settlement

### **TRICOR ANTITRUST LITIGATION**

In June 2005, Hagens Berman filed an antitrust lawsuit on behalf of a class of consumers and third-party payors against pharmaceutical manufacturers Abbott Laboratories and Fournier Industries concerning the brand name cholesterol drug Tricor. HBSS was appointed co-lead class counsel by the Court.

**RESULT:** \$65.7 million settlement

### **ALLERGAN RESTASIS LITIGATION**

Hagens Berman served as court-appointed interim lead counsel for a proposed class of direct purchasers of the Allergan Inc. dry-eye emulsion, Restasis. The lawsuit accused the drugmaker fraudulently obtained a series of patents for Restasis by misrepresenting that clinical trials newly showed that a lower strength Restasis formulation worked better than a stronger version.

**RESULT:** \$51.25 million settlement

### **FRAUDULENT DRUG PRICING RESOLUTIONS**

Hagens Berman has led many complex cases that take on fraud and inflated drug prices throughout the U.S. This includes sweeping manipulation of the average wholesale price benchmark used to set prices for prescription drugs nationwide, fraudulent marketing of prescription drugs and the rampant use of co-pay subsidy cards that drive up healthcare costs. These efforts have led to several significant settlements:

#### **MCKESSON AND FIRST DATABANK DRUG LITIGATION**

The firm discovered a far-reaching fraud by McKesson and became lead counsel in this RICO case against McKesson and First DataBank, alleging the companies fraudulently inflated prices of more than 400 prescription drugs. Following the culmination of this case, states and federal government then used Hagens Berman's work to bring additional suits. Hagens Berman represented several states and obtained settlements three to seven times more than that of the Attorneys General. Almost \$1 billion was recovered from the McKesson fraud.

**RESULT:** \$350 million settlement and a four percent rollback on the prices of 95 percent of the nation's retail branded drugs, the net impact of which could be in the billions of dollars

#### **AVERAGE WHOLESAL PRICE DRUG LITIGATION**

Hagens Berman served as co-lead counsel and lead trial counsel in this sprawling litigation against most of the nation's largest pharma companies, which alleges defendants artificially inflated Average Wholesale Price. Hagens Berman's work in this area led to many state governments filing suit and hundreds of millions in additional recovery.

**RESULT:** Approximately \$338 million in settlements

### **FRAUDULENT MARKETING RESOLUTIONS**

Hagens Berman also litigates against drug companies that fraudulently promote drugs for uses not approved by the Food and Drug Administration (FDA), commonly known as "off-label" uses. We also litigate cases against dietary supplement manufacturers for making false claims about their products. Recent successes include:

#### **NEURONTIN THIRD-PARTY PAYOR LITIGATION**

Hagens Berman served as co-lead trial counsel in this case alleging that Pfizer fraudulently and unlawfully promoted the drug Neurontin for uses unapproved by the FDA.

**RESULT:** \$47 million jury verdict in favor of a single third-party payor plaintiff, automatically trebled to \$142 million, and a \$325 million class settlement

#### **NEW ENGLAND COMPOUNDING CENTER MENINGITIS OUTBREAK**

In 2012, the Center for Disease Control confirmed that New England Compounding Center sold at least 17,000 potentially tainted steroid shots to 75 clinics in 23 states across the country, resulting in more than 64 deaths and 751 cases of fungal meningitis, stroke or paraspinal/peripheral joint infection. HBSS attorneys Thomas M. Sobol and Kristen A. Johnson serve as Court-appointed Lead Counsel for the Plaintiffs' Steering Committee on behalf of plaintiff-victims in MDL 2419 consolidated before The Honorable Ray W. Zobel in the United States District Court for the District of Massachusetts.

**RESULT:** \$200 million settlement

#### **LUPRON LITIGATION**

Hagens Berman prosecuted a lawsuit against TAP Pharmaceuticals Products, Inc. on behalf of a class of consumers and third-party payors who purchased the drug Lupron. The suit charged that TAP Pharmaceutical Products, Inc., Abbott Laboratories and Takeda Pharmaceutical Company Limited conspired to fraudulently market, sell and distribute Lupron, causing consumers to pay inflated prices for the drug.

**RESULT:** \$150 million settlement

#### **CELEBREX/BEXTRA LITIGATION**

Hagens Berman filed a class-action lawsuit against Pfizer on behalf of individual consumers and third-party payors who paid for the drug Bextra. The firm was praised by Judge Breyer for its "unstinting" efforts on behalf of the class, adding, "The attorneys on both sides were sophisticated, skilled, professional counsel whose object was to zealously pursue their clients' interest, but not at the cost of abandoning the appropriate litigation goals, which were to see, whether or not, based upon the merits of the cases, a settlement could be achieved."

**RESULT:** \$89 million settlement

#### **VIOXX THIRD PARTY PAYOR MARKETING AND SALES PRACTICES LITIGATION**

The firm served as lead counsel for third party payors in the Vioxx MDL, alleging that Merck & Co. misled physicians, consumers and health benefit providers when it touted Vioxx as a superior product to other non-steroidal anti-inflammatory drugs. According to the lawsuit. The drug had no benefits over less expensive medications but carried increased risk of causing cardiovascular events.

**RESULT:** \$80 million settlement

#### **SERONO DRUG LITIGATION**

Hagens Berman served as lead counsel for a class of consumers and third-party payors in a suit alleging that global biotechnology company Serono, Inc. schemed to substantially increase sales of the AIDS drug Serostim by duping patients diagnosed with HIV into believing they suffered from AIDS-wasting and needed the drug to treat that condition.

**RESULT:** \$24 million settlement

#### **BAYER COMBINATION ASPIRIN/SUPPLEMENT LITIGATION**

Hagens Berman served as lead counsel on behalf of consumers in a suit alleging that Bayer Healthcare LLC deceptively marketed Bayer® Women's Low-Dose Aspirin + Calcium, an 81 mg aspirin pill combined with calcium, and Bayer® Aspirin With Heart Advantage, an 81 mg aspirin pill combined with phytosterols. Plaintiffs alleged that Bayer overcharged consumers for these products or that these products should not have been sold, because these products were not FDA-approved, could not provide all advertised health benefits, and were inappropriate for long-term use.

**RESULT:** \$15 million settlement

## PRACTICE AREAS

## Data Breach, Privacy & Cybersecurity

Hagens Berman defends privacy rights and protects consumers' sensitive personal information in an era of ever-increasing threats to cybersecurity.

In 2022 alone, over 422 million people became vulnerable to cybercriminals via data breaches, often due to the negligence or wrongdoing of corporations and other institutions that collect people's private information. Hagens Berman's data breach legal team pursues litigation on behalf of the hundreds of millions of individuals impacted by data breaches every year, and our dedicated team includes attorneys highly skilled in this area of law and the high tech industry. Our firm is committed to holding corporations and institutions accountable for mishandling consumers' information, and to recovering compensation for those who have been harmed. While some firms pursue litigation only to protract the incident and expense their hours, our firm persistently pursues meaningful litigation to bring about swift relief and strengthen the laws and protocols protecting consumers.

### REPRESENTATIVE SUCCESS IN DATA BREACH, PRIVACY & CYBERSECURITY

#### T-MOBILE DATA BREACH LITIGATION – 2021

T-Mobile's 2021 data breach was the cellular company's fifth since 2018, and exposed more than 40 million customers' sensitive personal information to cybercriminals. According to an interview, the hacker carried out the data breach using "a simple tool available to the public," and Hagens Berman attorneys pursued claims of negligence and breach of contract against T-Mobile for allegedly failing to adhere to "industry-standard security measures," according to the complaint.

**RESULT:** \$350 million settlement

#### CAPITAL ONE DATA BREACH LITIGATION

The 2019 Capital One data breach was the largest instance of data theft from a bank to date, and compromised the social security numbers and bank account numbers of 140,000 and 80,000 people, respectively. Hagens Berman pursued claims of negligence, unjust enrichment and violation of state data breach disclosure laws on behalf of Capital One's customers.

**RESULT:** \$190 million settlement

#### VALLEY ANESTHESIOLOGY DATA BREACH LITIGATION

In 2019, the firm reached a settlement with Valley Anesthesiology & Pain Consultants after a 2016 security incident in which hackers illegally accessed Valley's computer system, allegedly due to the company's failure to take appropriate security measures to protect its customers' data.

**RESULT:** The settlement provided identity theft protection to class members whose information was compromised in the breach

## **PENDING LITIGATION IN DATA BREACH, PRIVACY & CYBERSECURITY**

### **CAPCUT USER RIGHTS**

Hagens Berman filed a class-action lawsuit against ByteDance, the company that owns popular video editing app CapCut. The lawsuit alleges that CapCut profits from illegal use and dissemination of highly sensitive user data, including unique identifying information, email addresses, passcodes, biometric data and geolocation. The lawsuit also alleges that the company makes sensitive user data available to the Chinese government for surveillance and other purposes.

### **POWERSCHOOL DATA BREACH**

Hagens Berman filed a lawsuit against PowerSchool Holdings Inc. alleging it failed to secure and safeguard the sensitive personal data of an estimated 60 million students and families in a December 2024 cyberattack. The lawsuit claims the data breach occurred through the defendant's PowerSchool SIS (P-SIS) application, a software system schools and school districts use to manage student records. Through P-SIS, PowerSchool collected and maintained the sensitive data of students, their families and school personnel.

### **POWERSCHOOL DATA PRIVACY**

The firm filed a class-action lawsuit against PowerSchool Holdings Inc., which owns Schoology, Naviance, Performance Matters and SchoolMessenger, for allegedly violating student users' data privacy. The lawsuit alleges that these software platforms, which are used by over 45 million students globally, collect highly sensitive personal data from children including their educational records and all of their activities and communications while using the software.

### **PROGRESS SOFTWARE MOVEIT DATA BREACH LITIGATION**

Hagens Berman filed suit against Progress Software and a host of other defendants, including Bank of America, Fidelity Investments and Pension Benefit Information, following a 2023 hack that exploited a security vulnerability in MOVEit, a managed file transfer software owned by Progress and utilized by other defendants. More than 600 organizations worldwide were impacted by this security breach, which exposed the personal information, including social security numbers, medical records and banking information of over 40 million people. Hagens Berman's Partner Kristen Johnson was appointed by the court to serve as Liaison and Coordinating Counsel on the Leadership Team. On Sept. 20, 2024, Hagens Berman filed a motion on behalf of Plaintiffs' Lead Counsel for preliminary approval of a \$9.95 million settlement with National Student Clearinghouse. Litigation continues against Progress Software and dozens of other defendants involved in the data breach allegations.

### **TEMU SHOPPING APP PRIVACY VIOLATIONS LITIGATION**

Hagens Berman represents consumers — including four children — against the creators of the popular shopping app Temu, accusing defendants of luring users with the promise of low-cost goods only to capture and disseminate their private information to unauthorized parties. Experts state Temu is purposefully and intentionally loaded with tools to execute virulent and dangerous malware and spyware, capturing biometric data, WiFi information, camera access and more.

## PRACTICE AREAS

## Employment Litigation

Hagens Berman takes special interest in protecting workers from exploitation or abuse. We take on race and gender discrimination, immigrant worker issues, wage and hour issues, on-the-job injury settlements and other crucial workplace issues.

Often, employees accept labor abuses or a curbing of their rights because they don't know the law, respect their superiors or fear for their jobs. We act on behalf of employees who may lack the individual power to bring about meaningful change in the workplace. We take a comprehensive approach to rooting out systemic employee abuses through in-depth investigation, knowledgeable experts and fervent exploration of prosecution strategies. Hagens Berman is a firm well-versed in taking on complicated employee policies and bringing about significant results.

### REPRESENTATIVE SUCCESS IN EMPLOYMENT LITIGATION

#### CB RICHARD ELLIS SEXUAL HARASSMENT LITIGATION

Filed a class action against CB Richard Ellis, Inc., on behalf of 16,000 current and former female employees who alleged that the company fostered a climate of severe sexual harassment and discriminated against female employees by subjecting them to a hostile, intimidating and offensive work environment, also resulting in emotional distress and other physical and economic injuries to the class.

**RESULT:** An innovative and unprecedented settlement requiring changes to human resources policies and procedures, as well as the potential for individual awards of up to \$150,000 per class member. The company agreed to increase supervisor accountability, address sexually inappropriate conduct in the workplace, enhance record-keeping practices and conduct annual reviews of settlement compliance by a court appointed monitor.

#### POULTRY PROCESSING WAGE-FIXING ANTITRUST

Hagens Berman filed a nationwide class-action lawsuit against Perdue, Tyson, Hillshire Farms and many other of the nation's largest poultry processing companies for an alleged years-long wage-fixing agreement, causing employees to receive far less for their work than they are legally owed.

**RESULT:** \$398.05 preliminarily approved, believed to be the second largest recovery in a labor antitrust class action

#### RED MEAT PROCESSING WAGE-FIXING ANTITRUST

Hagens Berman filed a nationwide class-action lawsuit against JBS, Tyson, Hormel, Smithfield, Perdue and many other of the nation's largest meat processing companies for an alleged years-long wage-fixing agreement, causing employees to receive far less for their work than legally owed. The motion also seeks to certify the National Beef, Cargill and Hormel settlement classes and appoint Hagens Berman and other interim co-lead firms as settlement class counsel.

**RESULT:** The firm has reached \$200.2 million in settlements which are pending court approval and continues to litigate against seven remaining defendants

**SCHNEIDER NATIONAL CARRIERS – REGIONAL DRIVERS**

The firm represents a certified class of regional drivers in a suit filed against Schneider National Carriers, claiming that the company failed to pay its workers for all of their on-duty time devoted to a variety of work tasks, including vehicle inspections, fueling, and waiting on customers and assignments. The suit also claims that the company does not provide proper meal and rest breaks, and the company is liable for substantial penalties under the California Labor Code.

**RESULT:** \$28 million settlement

**SCHNEIDER NATIONAL CARRIERS – MECHANICS**

Hagens Berman filed a class-action lawsuit alleging that Schneider National Carriers failed to provide mechanics with proper overtime compensation, meal and rest break premiums, and accurate wage statements as required by California law.

**RESULT:** Settlement on terms mutually acceptable to the parties

**COSTCO WHOLESALE CORPORATION WAGE & HOUR LITIGATION**

Filed a class action against Costco Wholesale Corporation on behalf of 2,000 current and former ancillary department employees, alleging that the company misclassified them as “exempt” executives, denying these employees overtime compensation, meal breaks and other employment benefits.

**RESULT:** \$15 million cash settlement

**SUNDANCE REHABILITATION CORPORATION**

Filed a class action against SunDance challenging illegal wage manipulation, inconsistent contracts and other compensation tricks used to force caregivers to work unpaid overtime.

**RESULT:** \$3 million settlement of stock to be distributed out of the company’s bankruptcy estate

**WASHINGTON STATE FERRY WORKERS WAGE LITIGATION**

Represented “on-call” seamen who alleged that they were not paid for being “on call” in violation of federal and state law.

**RESULT:** Improved working conditions for employees and rearrangement in work assignments and the “on-call” system

**PENDING EMPLOYMENT LITIGATION****AEROSPACE EMPLOYEE WAGE-FIXING ANTITRUST**

Hagens Berman filed a class-action lawsuit alleging wage-fixing and no-hire practices in the aerospace industry potentially affecting aerospace engineers and their wages. The firm is specifically making allegations regarding the hiring and compensation practices of six of the nation's largest aerospace engine design, manufacture and service companies for an alleged years-long wage-fixing, no-hire agreement, causing employees to receive far less for their work than they are legally owed.

**NAVAL ARCHITECTS AND MARINE ENGINEERS WAGE-FIXING ANTITRUST**

Hagens Berman filed a class-action lawsuit against a group of shipbuilders, specialized engineering consultancies and a recruitment agency, alleging the companies colluded in a years-long wage-fixing, no-hire agreement causing naval architects and marine engineers to receive far less for their work than legally owed. The lawsuit brings antitrust claims for the alleged use of industry dominance to unlawfully deprive thousands of workers of hundreds of millions of dollars in compensation via naked “no-poach” agreements.

PRACTICE AREAS

## Environmental Litigation

Since Hagens Berman's founding, the firm has sought to work toward one simple goal: work for the greater good. Hagens Berman has established a nationally recognized environmental litigation practice, having handled several landmark cases in the Northwest, the nation and internationally.

Hagens Berman believes that protecting and restoring our environment from damage caused by irresponsible and illegal corporate action is some of the most rewarding work a law firm can do. As our firm has grown, we have established an internationally recognized environmental litigation practice.

### SCIENCE AND THE LAW

Hagens Berman's success in environmental litigation stems from a deep understanding of the medical and environmental science that measures potential hazards. That expertise is translated into the courtroom as our attorneys explain those hazards to a judge or jury in easily understood terms.

### ENVIRONMENTAL EXPERTS

Our firm's fostered deep relationships with top-notch environmental experts result in resonating arguments and court victories, as well as thoroughly researched and vetted investigations.

### REAL IMPACTS

Environmental law is a priority at our firm, and we have taken an active role in expanding this practice area. In 2003, Steve Berman and his wife Kathy worked with the University of Washington to create the Kathy and Steve Berman Environmental Law Clinic, giving law students the training and opportunities needed to become hands-on advocates for the environment.

Hagens Berman's significant environmental cases include:

#### EXXON VALDEZ OIL SPILL LITIGATION

Hagens Berman represented various classes of claimants, including fisherman and businesses located in Prince William Sound and other impacted areas who were damaged by one of the worst oil spills in United States history.

**RESULT:** \$5 billion judgment awarded by a federal jury, and a \$98 million settlement was achieved with Alyeska, the oil company consortium that owned the output of the pipeline

#### RIO TINTO MINING LITIGATION

Hagens Berman represented then-current and former residents of Bougainville, Papua New Guinea in a decade-long class action accusing one of the world's largest mining companies, Rio Tinto, of egregious abuse of human rights and the environment. The complaint sites exposure to toxins, loss of property, environmental destruction and chemical defoliation among other acts of flagrant disregard to the Bougainvilleans' natural surroundings that had sustained their community.

**RESULT:** For more than a decade, the firm's attorneys prevailed. After reaching the U.S. Supreme Court, the firm's steadfast fight ended in a dismissal.

**SKAGIT VALLEY FLOOD LITIGATION**

Hagens Berman represented farmers, homeowners and businesses who claimed damages as a result of the 1990 flooding of this community. The case was in litigation for ten years and involved a jury trial of more than five months. Ultimately, the State Supreme Court reversed this judgment. Despite this reversal, the firm is proud of this representation and believes that the Supreme Court erred.

**RESULT:** Judgments exceeding \$6.3 million entered by the trial court following the entry of 53 verdicts against Skagit County

**KERR-MCGEE RADIATION LITIGATION**

The firm brought a class action on behalf of residents of West Chicago, Illinois who were exposed to radioactive uranium tailings from a rare earth facility operated by Kerr-McGee.

**RESULT:** Medical monitoring settlement valued in excess of \$5 million

**CHINOOK FERRY LITIGATION**

The firm represented a class of property owners who challenged Washington State Ferries' high-speed operation of a new generation of fast ferries in an environmentally sensitive area of Puget Sound. Two of the ferries at issue caused environmental havoc and property damage, compelling property owners to act. A SEPA study conducted in response to the suit confirmed the adverse environmental impacts of the fast ferry service

**RESULT:** \$4.4 million settlement, among the most favorable in the annals of class litigation in Washington state

**SYCAMORE, ILLINOIS WATER CONTAMINATION LITIGATION**

Hagens Berman represented a proposed class of residents of Sycamore, Illinois in this class-action lawsuit against the city for allegedly creating a public health crisis through decades of negligence to its water system. Residents reported high lead levels from lab tests, experienced discolored and foul-smelling water coming from their taps, and complained of health issues stemming from exposure to the city's water. Testing conducted during the litigation revealed chlorine levels well below state and federal regulations.

**RESULT:** In 2023, the firm reached a settlement that required the city to: (1) spend an average of \$1.2 million per year on water infrastructure improvement projects through 2027; and (2) engage an independent laboratory to conduct widespread lead, copper, and chlorine testing at sites selected by both the city and residents through 2025.

**GRAND CANYON LITIGATION**

The firm represented the Sierra Club in a challenge to a Forest Service decision to allow commercial development on the southern edge of the Grand Canyon National Park.

**RESULT:** Project enjoined by the trial court

**IDAHO GRASS BURNING LITIGATION**

In 2002, Hagens Berman brought a class-action lawsuit on behalf of Idaho residents who claimed grass-burning farmers released more than 785 tons of pollutants into the air, including concentrations of polycyclic aromatic hydrocarbons (PAHs), proven carcinogens. Burning the fields annually caused serious health problems, especially to those with respiratory ailments such as cystic fibrosis and asthma. The suit also asserted that Idaho's grass burning policies are far below the standards of other states such as neighboring Washington, where farmers use other techniques to remove grass residue from the fields.

**RESULT:** Settlement under confidential terms

### **DOLE BANANAS LITIGATION**

The firm took on Dole Food Company Inc. in a class-action lawsuit claiming the world's largest fruit and vegetable company lied to consumers about its environmental record and banana-growing practices. The suit alleged that Dole misrepresented its commitment to the environment in selling bananas from a Guatemalan banana plantation that did not comply with proper environmental practices.

**RESULT:** Culminated in 2013 when Dole and non-profit organization Water and Sanitation Health Inc. collaborated on a water filter project to assist local communities in Guatemala

### **DIESEL EMISSIONS LITIGATION**

Second to none in uncovering emissions cheating, the firm has dedicated its time and resources to breaking up the dirty diesel ring. After filing the first lawsuit in the country against Volkswagen, Audi and Porsche for its massive Dieselgate scandal in 2015, the firm went on to unmask emissions-cheating devices installed in vehicles made by Fiat Chrysler, Mercedes and General Motors and continues to investigate diesel cars for excessive, illegal and environmentally harmful levels of emissions.

**RESULT:** The firm's independently researched active cases have led to investigations by the EPA, DOJ and European authorities

### **SAN FRANCISCO AND OAKLAND CLIMATE CHANGE LITIGATION**

Hagens Berman represents the cities of San Francisco and Oakland, Calif. in two lawsuits filed against BP, Chevron Corp., Exxon Mobil Corp., Royal Dutch Shell PLC and ConocoPhillips alleging that the Big Oil giants are responsible for the cities' costs of protecting themselves from global warming-induced sea level rise, including expenses to construct seawalls to protect the two cities' more than 5 million residents. The newly filed case seek an order requiring defendants to abate the global warming-induced sea level rise by funding an abatement program to build sea walls and other infrastructure. Attorneys for the cities say this abatement fund will be in the billions.

### **KIVALINA GLOBAL WARMING LITIGATION**

A tiny impoverished Alaskan village of Inupiat Eskimos took action against some of the world's largest greenhouse gas offenders, claiming that contributions to global warming are leading to the destruction of their village and causing erosion to the land that will eventually put the entire community under water. Hagens Berman, along with five law firms and two non-profit legal organizations, filed a suit against nine oil companies and 14 electric power companies that emit large quantities of greenhouse gases into the atmosphere. The lawsuit alleged their actions resulted in the destruction of protective ice, exposing the village to severe storms that destroy the ground the village stands on. Relocating the village of Kivalina could cost between \$95 and \$400 million, an expense the community cannot afford.

### **CANE RUN POWER PLANT COAL ASH LITIGATION**

In 2013, Hagens Berman filed a class-action lawsuit against Louisville Gas and Electric Company alleging it illegally dumped waste from a coal-fired power plant onto neighboring property and homes where thousands of Kentucky residents live. According to the complaint, Louisville Gas and Electric Company's Cane Run Power Plant is fueled by the burning of coal, which also produces coal combustion byproducts — primarily fly ash and bottom ash — that contain significant quantities of toxic materials, including arsenic, chromium and lead. The dust spewed by Cane Run contains known carcinogens, posing significant potential health hazards.

### **OREGON GROUNDWATER CONTAMINATION**

Hagens Berman filed a class-action lawsuit representing those living in Morrow or Umatilla County, Oregon accusing the Port of Morrow, commercial farms and confined animal feeding operations of contaminating groundwater in Oregon's Lower Umatilla Basin by dumping nitrogen throughout Morrow and Umatilla Counties. Attorneys estimate the issue affects upwards of 46,000 residents, many of whom are children. Nitrogen in excess converts to nitrates in the soil,

potentially leading to serious health problems. On Feb. 24, 2025, U.S. Magistrate Judge Andrew Hallman issued an 80-page order recommending that claims under the federal Resource Conservation and Recovery Act and Oregon law — including claims for negligence, trespass, nuisance and inverse condemnation — be allowed to proceed.

#### **SEA-TAC INTERNATIONAL AIRPORT POLLUTION**

The firm filed a class-action lawsuit representing those living within a five-mile radius of Seattle-Tacoma International Airport (Sea-Tac). According to the lawsuit, more than 300,000 people in this area, at least 60,000 of whom are children, have likely been exposed to unhealthy levels of toxic substances including lead and carbon monoxide from nearby airport operations. Attorneys call this the Contamination Zone, where levels of cancer, heart disease and chronic lower respiratory disease are significantly higher. On Nov. 25, 2024, U.S. District Judge Jamal N. Whitehead denied two motions, filed by the Port of Seattle, Alaska Air Group, and Delta Air Lines Inc., seeking to dismiss the lawsuit.

## PRACTICE AREAS

## Governmental Representation

Hagens Berman has been selected by public officials to represent government agencies and bring civil law enforcement and damage recoupment actions designed to protect citizens and the treasury. We understand the needs of elected officials and their obligation to impartially and zealously represent the interests of the public without taking excessive risks in litigation. We are often chosen after competitive bidding, and have been hired by officials from across the political spectrum.

Hagens Berman has assisted governments in recovering billions of dollars in damages and penalties from corporate wrongdoers and, in the process, helped reform how some industries do business. In serving government, we are often able to leverage the firm's expertise and success in related private class-action litigation. Successes on behalf of government clients include:

### TOBACCO LITIGATION

We represented 13 states in landmark Medicaid-recoupment litigation against the country's major tobacco companies. Only two states took cases to trial – Washington and Minnesota. The firm served as trial counsel for the state of Washington, becoming only one of two private firms in the entire country to take a state case to trial.

Hagens Berman was instrumental in developing what came to be accepted as the predominant legal tactic to use against the tobacco industry: emphasizing traditional law enforcement claims such as state consumer protection, antitrust and racketeering laws. This approach proved to be nearly universally successful at the pleading stage, leaving the industry vulnerable to a profits-disgorgement remedy, penalties and double damages. The firm also focused state legal claims on the industry's deplorable practice of luring children to tobacco use.

**RESULT:** \$260 billion for state programs, the largest settlement in the history of civil litigation in the U.S.

### MCKESSON AVERAGE WHOLESAL PRICE LITIGATION

This litigation is yet another example of fraudulent drug price inflation impacting not just consumers and private health plans, but public health programs such as Medicaid and local government-sponsored plans as well.

**RESULT:** Hagens Berman started the AWP class action, which resulted in many states filing cases. The firm represented several of those states in successful litigation.

### MCKESSON GOVERNMENT LITIGATION

On the heels of Hagens Berman's class action against McKesson, the firm led lawsuits by states (Connecticut, Utah, Virginia, Montana, Arizona).

**RESULT:** These states obtained recoveries three to seven times larger than states settling in the multi-state Attorneys General settlement. In addition, the firm obtained \$12.5 million for the City of San Francisco and \$82 million for a nationwide class of public payors.

### **ZYPREXA MARKETING & SALES PRACTICES LITIGATION – CONNECTICUT**

Hagens Berman served as outside counsel to then-Attorney General Richard Blumenthal in litigation alleging that Lilly engaged in unlawful off-label promotion of the atypical antipsychotic Zyprexa. The litigation also alleged that Lilly made significant misrepresentations about Zyprexa's safety and efficacy, resulting in millions of dollars in excess pharmaceutical costs borne by the State and its taxpayers.

**RESULT:** \$25 million settlement

### **GENERAL MOTORS IGNITION SWITCH LITIGATION**

Hagens Berman is pleased to have assisted the Arizona Attorney General in its action against GM, as well as the district attorney of Orange County, California who filed a consumer protection lawsuit against GM, claiming the automaker deliberately endangered motorists and the public by intentionally concealing widespread, serious safety defects.

### **AMAZON BUY BOX ALGORITHM & PRICE PARITY POLICIES – STATE OF ARIZONA**

Hagens Berman has been retained by Arizona Attorney General and has filed a consumer-protection and antitrust lawsuit on behalf of the state of Arizona. The lawsuit accuses Amazon of violating Arizona's consumer-protection and antitrust laws by allegedly enforcing anticompetitive price parity policies and "using a biased algorithm to determine which offers shoppers will see, and therefore which sellers they will buy from, when they search for items on Amazon."

### **STATE OPIOID LITIGATION**

Hagens Berman was hired to assist multiple state and local governments in lawsuits brought against large pharmaceutical manufacturers including Purdue Pharma, Cephalon, Janssen Pharmaceuticals, Endo Health Solutions and Actavis charging that these companies and others deceived physicians and consumers about the dangers of prescription painkillers. Hagens Berman was also hired to represent several municipalities in lawsuits challenging the reckless distribution of prescription opioids by wholesale distributors and pharmacy chains.

The firm was first hired by California governmental entities for the counties of Orange and Santa Clara. The state of Mississippi also retained the firm's counsel in its state suit brought against the manufacturer of opioids. The suit alleges that the pharma companies engaged in tactics to prolong use of opioids despite knowing that opioids were too addictive and debilitating for long-term use for chronic non-cancer pain.

In a third filing, Hagens Berman was retained as trial counsel for the state of Ohio. Filed on May 31, 2017, the firm is assisting the Ohio Attorney General's office in its case against five opioid makers. Ohio Attorney General Mike DeWine stated that "drug companies engaged in fraudulent marketing regarding the risks and benefits of prescription opioids which fueled Ohio's opioid epidemic," and that "these pharmaceutical companies purposely misled doctors about the dangers connected with pain meds that they produced, and that they did so for the purpose of increasing sales."

In a fourth filing, Hagens Berman was retained by the state of Arkansas to challenge opioid manufacturers' deceptive marketing of prescription opioids. Announcing the lawsuit on April 2, 2018, Arkansas Attorney General Leslie Rutledge stated that "the reckless actions of these opioid manufacturers have wreaked havoc upon Arkansas and her citizens for far too long."

Hagens Berman has also represented the city of Seattle and Salt Lake County in separate lawsuits against the opioid manufacturers. These lawsuits also name the nation's largest wholesale distributors and pharmacy chains as defendants, alleging that they failed to implement adequate controls to prevent the diversion of opioids into the black market and other unlawful distribution channels.

### **MUNICIPAL LENDING LITIGATION**

Hagens Berman represents the cities of Los Angeles and Miami in a series of lawsuits filed against the nation's largest banks, including CitiGroup, JP Morgan, Wells Fargo and Bank of America alleging that they engage in systematic discrimination against minority borrowers, resulting in reduced property tax receipts and other damages to the cities. The suits seek damages for the City, claiming that the banks' alleged discriminatory behavior resulted in foreclosures, causing a reduction of property tax revenues and increased municipal service costs.

## PRACTICE AREAS

## High Tech Litigation

Hagens Berman routinely investigates and confronts the world's largest tech companies and has pending litigation against Meta, Apple, Amazon, Alphabet and other Big Tech players for issues related to data protection, intellectual property, antitrust infringement, consumer rights violations and product defects affecting the daily lives of millions.

### HIGH TECH LITIGATION ATTORNEYS

Hagens Berman brings cutting edge cases against major tech companies. We leverage our resources, breadth of knowledge and expert litigation strategies against harmful anticompetitive practices, defective products and other instances of malfeasance perpetrated by Big Tech. Some of these kingpins believe they are too big to fail. Our firm is well-practiced in uncovering wrongdoing and holding responsible parties accountable for widespread fraud, even when governing bodies are constrained by red tape and bureaucracy, and other firms lack the necessary resources to continue long periods of complex litigation. Hagens Berman also litigates claims against tech companies in the areas of trade secrets, IP and patent law and represents individual business owners as well as large groups of consumers.

### HIGH TECH CLASS-ACTION CASES

Throughout Hagens Berman's decades-long track record, some of our largest cases have been brought against Big Tech companies, resulting in monumental recoveries for our clients:

#### APPLE E-BOOKS LITIGATION

Hagens Berman served as co-lead counsel representing a class of Apple e-book purchasers claiming that Apple and five of the nation's top publishers, including HarperCollins Publishers, Hachette Book Group, Macmillan Publishers, Penguin Group Inc. and Simon & Schuster Inc. illegally fixed prices of electronic books. Working with the State Attorneys General in 33 jurisdictions, Hagens Berman reached settlements with the publishers, and after the Second Circuit confirmed its liability, Apple paid \$450 million to the consumer class, a combined settlement that provided more than twice the estimated losses suffered by consumers.

**RESULT:** \$568 million settlement

#### APPLE IOS APP STORE FEES LITIGATION

In this lawsuit against Apple, the firm served as interim lead counsel and represented U.S. iOS developers. The lawsuit accused Apple of monopolizing distribution services for iOS apps and in-app digital products, resulting in commission overcharges.

**RESULT:** \$100 million and developer-friendly changes to the App Store's policies

### APPLECARE WARRANTY LITIGATION

The firm represented a class of Apple device owners claiming that Apple violated consumer laws, illegally charging customers premium prices for what they believed to be new replacement devices under its AppleCare/AppleCare+ programs. Attorneys for the class estimate the settlement will cover between 3.5 and 4 million refurbished Apple devices.

**RESULT:** \$95 million settlement has been preliminarily approved

### GOOGLE PLAY STORE FEES LITIGATION

The firm filed a class action on behalf of Android app developers against Google accusing it of violating antitrust laws by illegally monopolizing markets for Android app distribution and in-app payment processing. Hagens Berman was the first to file a class case, led settlement negotiations and patterned the settlement with Google after its 2021 legal win against Apple regarding damages to iOS developers through Apple's App Store policies.

**RESULT:** \$90 million settlement

### GOOGLE ADSENSE LITIGATION

Hagens Berman represented a class of Google AdSense users who suffered unjust account suspensions.

**RESULT:** \$11 million settlement

## PENDING LITIGATION AGAINST BIG TECH COMPANIES

The firm also has several pending litigations against Big Tech giants including Amazon, Apple and Meta. Some of our most notable pending claims include:

### AMAZON MARKETPLACE ANTITRUST VIOLATIONS

Independent investigations by Hagens Berman's legal team and expert antitrust attorneys have revealed that Amazon.com has violated federal antitrust price-fixing and monopoly laws, causing Amazon customers to pay artificially increased prices for products purchased online. In each of the pending cases, Hagens Berman was the first to file, and it serves as interim lead counsel, where leadership was contested.

In two cases representing consumers who purchased on and off Amazon Marketplace, *De Coster et al. v. Amazon.com* and *Frame-Wilson et al. v. Amazon.com Inc.*, Hagens Berman alleges a broad-reaching agreement between Amazon and the 2 million merchants that sell on its platform as third-party sellers. This agreement prevents third-party sellers from selling at lower prices anywhere else online, even if it costs them less to sell on other platforms and it would be more profitable to do so. This agreement substantially increases the price of virtually every product sold online and consolidates Amazon's iron hold on the online retail market.

In two cases, representing consumers who purchased on and off Amazon Marketplace, Hagens Berman alleges a broad-reaching agreement between Amazon and the 2 million merchants that sell on its platform as third-party sellers. This agreement prevents third-party sellers from selling at lower prices anywhere else online, even if it costs them less to sell on other platforms and it would be more profitable to do so. This agreement substantially increases the price of virtually every product sold online and consolidates Amazon's iron hold on the online retail market.

In a third suit, *Brown et al. v. Amazon.com Inc.*, Hagens Berman alleges that Amazon's agreements with its suppliers likewise increase online consumer prices by restraining price competition from other online retailers. These agreements impose financial penalties on the suppliers, whenever Amazon reduces its own retail price to match a lower online price of the supplier's products. These penalties pressure suppliers to impose minimum retail prices and enforce them against Amazon's retail competitors that would otherwise sell at a lower price than Amazon.

In 2025, a Washington federal judge compelled Amazon to produce documents previously marketed as privileged, including over 132,000 claims, benefitting all three pending cases.

### **APPLE & AMAZON IPHONE & IPAD OVERPRICING ANTITRUST**

In 2022, Hagens Berman filed an antitrust class-action lawsuit against Apple and Amazon alleging an illegal agreement between the two. The lawsuit accuses them of restrict the number of sellers offering iPhones and iPads on Amazon's platform, effectively lowering competition for sales and inflating prices. In 2023, a federal judge denied defendants' motion to dismiss, stating "...the facts as alleged would constitute an offense—regardless of how Defendants would prefer to frame them—and...they are sufficient to survive a motion to dismiss."

### **APPLE ICLOUD ANTITRUST**

In this 2024 antitrust class action, Hagens Berman represents consumers accusing Apple Inc. of establishing a monopoly through its iOS cloud-based storage policies. The lawsuit alleges Apple may have arbitrarily required device holders to use only Apple iCloud products to back up certain file types. This alleged control secures Apple a monopoly that allows it to charge artificially inflated prices for cloud storage, the lawsuit states. The case is pending on appeal.

### **APPLE IPHONE OVERPRICING ANTITRUST**

Hagens Berman's antitrust legal team filed a class action against Apple Inc. accusing it of violating federal antitrust laws for allegedly locking consumers into using its products, establishing an illegal monopoly over the smartphone market. The lawsuit accuses Apple of suppressing technologies and innovations that would make it easier for consumers to switch device ecosystems. In 2024, the firm's managing partner, Steve Berman, was appointed co-lead interim class counsel following the consolidation of the lawsuit into the MDL, In Re: Apple Inc. Smartphone Antitrust Litigation.

### **APPLE PAY PAYMENT CARD ISSUER ANTITRUST**

The firm filed a class-action lawsuit accusing Apple of intentionally monopolizing the billion-dollar mobile wallet market on iOS platforms, forcing payment card issuers to pay supracompetitive fees and stifling mobile wallet innovation. The lawsuit claims that Apple's antitrust behavior has led to upwards of \$1 billion in illicit annual revenue through Apple Pay fees paid by payment card issuers including credit unions and other small businesses. In 2023, a federal judge allowed the case to continue following defendant's motion to dismiss. Judge White deemed plaintiffs plausibly allege that Apple has used its monopoly over the tap-and-pay mobile wallet market to charge issuers artificially inflated fees through Apple Pay policies and agreements.

### **FACEBOOK ANTITRUST**

Hagens Berman filed a class-action lawsuit in 2020 alleging Facebook gained an illegal monopoly by exploiting and selling user data. We believe Facebook utilized its own user data to identify emerging threats to its social-media monopoly without properly compensating consumers and without notifying them as to the extent to which their personal information was being used. In 2021, a key attorney on the case at Hagens Berman was named co-lead counsel for the class of consumers.

### **NONPUBLIC INVESTIGATIONS**

Hagens Berman is also involved in several nonpublic investigations of tech companies for various forms of deception and harm to consumers and employees.

PRACTICE AREAS

## Intellectual Property

The Hagens Berman intellectual property team has deep experience in all aspects of intellectual property litigation. We specialize in complex and significant damages cases against some of the world's largest corporations.

The firm is primarily engaged in patent and copyright infringement litigation at this time. We represent intellectual property owners, including inventors, universities, non-practicing entities, authors and other groups whose patent and copyright portfolios represents a significant creative and capital investment.

Our current and recent engagements include the following:

### **DISNEY, FOX, MARVEL, PARAMOUNT COPYRIGHT LITIGATION**

Hagens Berman currently represents Rearden LLC in three cases against Hollywood film studios. The complaint alleges that the studios are liable for thousands of unauthorized copies of Rearden's groundbreaking MOVA facial performance capture software, used by the studios for CG characters that appeared in seven major motion pictures. The complaint also alleges infringement of the MOVA trademark.

### **ANGRY BIRDS TRADEMARK LITIGATION**

Hagens Berman represented a Seattle artist who filed a lawsuit against Hartz Mountain Corporation — one of the nation's largest producers of pet-related products — claiming the company illegally sold the artist's trademarked Angry Birds pet toy line to video game giant Rovio Entertainment Ltd, robbing her of millions of dollars of royalty fees.

**RESULT:** Settled under confidential terms

### **BOMBARDIER INC. PATENT LITIGATION**

The firm represented Arctic Cat Inc. in patent infringement litigation against Bombardier Recreational Products and BRP U.S. Inc. The complaint alleges that Bombardier's Sea-Doo personal watercraft infringe Arctic Cat's patents covering temporary steerable thrust technology used when the rider turns in off-throttle situations.

**RESULT:** \$46.7 million final judgment against defendants, trebling initial damages of \$15.5 million awarded in a unanimous jury verdict

### **NINTENDO PATENT LITIGATION**

The firm represented Japan-based Shinsedai Company in patent infringement litigation against Nintendo. The suit alleged that our client's patents were infringed by various sports games for the Nintendo Wii.

**RESULT:** Settled under confidential terms

### **SAMSUNG, LG, APPLE PATENT LITIGATION**

The firm represented FlatWorld Interactives LLC in patent litigation against Apple, LG and Samsung. The complaints allege that the defendants' mobile handsets, tablets, media players and other devices infringe a FlatWorld patent covering the use of certain gestures to control touchscreen displays.

**RESULT:** Settled under confidential terms

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Hagens Berman is also skilled in other aspects of intellectual property law, including trademark, trade dress, unfair competition, and trade secret litigation.

Unlike other intellectual property firms, Hagens Berman only represents plaintiffs. This reduces the risk of potential conflicts of interest which often create delays in deciding whether or not to take a case at larger firms.

## PRACTICE AREAS

## Investor Fraud – Individual and Class Action Litigation

Investing is a speculative business involving assessment of a variety of risks that can only be properly weighed with full disclosure of accurate information. No investor should suffer undue risk or incur losses due to misrepresentations related to their investment decisions.

Our attorneys work for institutional and individual investors defrauded by unscrupulous corporate insiders and mutual funds. The firm vigorously pursues fraud recovery litigation, forcing corporations and mutual funds to answer to deceived investors.

Hagens Berman is one of the country's leading securities litigation firms advising clients in both individual and class-action cases. The firm has experience, dedication and a team with the horsepower required to drive complex cases to exemplary outcomes. Our attorneys are authorities in an array of issues unique to federal and state securities statutes and related laws. We use a variety of highly experienced experts as an integral part of our prosecution team. A few notable successes on behalf of our investor clients include:

### **CHINA MEDIAEXPRESS HOLDINGS, INC. SECURITIES LITIGATION**

Hagens Berman served as lead counsel in the case alleging on behalf of a class of investors that China MediaExpress Holdings made false and misleading statements, including misrepresentations about its revenues, the number of buses in its network and the nature of its business relationships. The lawsuit resulted in relief for investors valued at \$535 million.

**RESULT:** \$535 million settlement

### **CHARLES SCHWAB YIELD PLUS SECURITIES LITIGATION**

Lead counsel, alleging fraud in the management of the Schwab YieldPlus mutual fund.

**RESULT:** \$235 million settlement

### **AEQUITAS CAPITAL MANAGEMENT SECURITIES LITIGATION**

Prosecuted class action against the bankers, lawyers and accountants who assisted Aequitas in carrying out a massive Ponzi scheme that defrauded investors of millions of dollars before the firm was shut down in 2016.

**RESULT:** \$234 million in total settlements, representing the largest settlement of a securities lawsuit in Oregon history.

### **JPMORGAN – MADOFF PONZI SCHEME LITIGATION**

Case alleged that banking and investment giant JPMorgan was complicit in aiding Bernard Madoff's Ponzi scheme. Investors claim that JPMorgan operated as Bernard L. Madoff Investment Securities LLC's primary banker for more than 20 years.

**RESULT:** \$218 million settlement amount for the class and a total of \$2.2 billion paid from JPMorgan that will benefit victims of Madoff's Ponzi scheme

**MCKESSON**

Hagens Berman filed this class action investor-rights derivative action based on the McKesson board's failure to monitor and oversee the company's opioid distribution operations resulting in hundreds of millions of dollars of potential damages from scores of lawsuits filed against McKesson.

**RESULT:** \$175 million record-breaking derivative settlement and strong corporate governance changes

**OPPENHEIMER SECURITIES LITIGATION**

Additional counsel for lead plaintiffs in class action alleging Oppenheimer misled investors regarding its Champion and Core Bond Funds.

**RESULT:** \$100 million settlement

**TREMONT**

Co-lead counsel in a case alleging Tremont Group Holdings (and its five Madoff feeder funds: Rye Select Broad Market Fund, L.P., Rye Select Broad Market Prime Fund, L.P., Rye Select Broad Market XL Fund, L.P., Rye Select Broad Market XL Portfolio Limited, and Rye Select Broad Market Portfolio Limited) breached its fiduciary duties by turning over \$3.1 billion to Bernard Madoff. On Sept. 14, 2015, after nearly two years of negotiations and mediation, the court granted final approval of the plan of allocation and distribution of the funds which markets estimate could yield investors as much as \$1.45 billion.

**RESULT:** \$100 million plus negotiated bankruptcy proceed resulting in distributions of over \$1 billion to investors

**BOEING**

Uncovered critical production problems with the 777 airliner documented internally by Boeing, but swept under the rug until a pending merger with McDonnell Douglas was completed.

**RESULT:** \$92.5 million record-breaking settlement

**ZUORA, INC. SECURITIES LITIGATION**

The firm filed a securities fraud class action alleging misrepresentations and concealment of delays in implementing and integrating RevPro, the company's revenue recognition management software application. A \$75.5 million settlement provided significant relief to investors.

**RESULT:** \$75.5 million settlement

**MORRISON KNUDSEN**

Filed a shareholder class action alleging that MK's senior officers concealed hundreds of millions in losses.

**RESULT:** \$63 million settlement

**RAYTHEON/WASHINGTON GROUP**

Charged Raytheon with deliberately misrepresenting the true financial condition of Raytheon Engineers & Constructors division in order to sell this division to the Washington Group at an artificially inflated price.

**RESULT:** \$39 million settlement

**THERANOS INVESTOR LITIGATION**

Hagens Berman represented Theranos investors in a lawsuit that states that Theranos and its officers set in motion a publicity campaign to raise billions of dollars for Theranos and themselves, and to induce investors to invest in Theranos, all the while knowing that its "revolutionary" blood test technology was essentially a hoax. In a case of first impression, the court upheld the investor claims where plaintiffs did not directly purchase their securities from Theranos, Elizabeth Holmes and Sunny Balwani, but through funds whose purpose included investing in Theranos.

**RESULT:** The firm secured a confidential settlement with Theranos, Holmes and Balwani ending the suit. The settlement also allowed for continued public access to depositions, video and exhibits which were featured prominently in various podcasts and streaming services, including “Bad Blood the Final Chapter,” Netflix’s “The Inventor: Out for Blood in Silicon Valley” and Hulu’s “The Dropout.”

### **U.S. WEST**

Represented shareholders of U.S. West New Vector in a challenge to the proposed buyout of minority shareholders by U.S. West.

**RESULT:** Settlement achieved, resulting in a \$63 million increase in the price of the buyout, and the proposed buyout was stayed

## **CURRENT CASEWORK**

### **SPAC LITIGATION**

Hagens Berman represents investors in a number of private securities class action lawsuits arising out of fraud and other misconduct in connection with private companies that went public through special purpose acquisition vehicle (“SPAC”) business combinations.

SPACs are shell entities that raise money and list on an exchange, usually with the goal of merging with a private firm and taking it public. SPACs burst onto the scene in 2020, as a hot alternative to traditional initial public offerings, raising more than \$80 billion raised in 2020 and more than \$160 billion raised in 2021, alone.

The SEC has recently raised serious concerns regarding the information asymmetries, the potential for misleading information and fraud, and conflicts of interest inherent SPAC business combinations. Several high-profile SPAC debacles have resulted in serious allegations of green washing, false projections and other securities fraud, collectively costing investors billions of dollars in investment losses.

The Firm’s attorneys, together with its investigators, accountants and economic consultants, are prosecuting a number of securities class actions brought on behalf of damaged SPAC investors. For example, Hagens Berman serves as the court-appointed counsel in Berkeley Lights, Danimer, Desktop Metal, Hyzon, and Redwire.

### **COVID-19-RELATED CLASS ACTIONS**

As COVID-19 has continued to spread across the United States, Hagens Berman has remained keenly focused on protecting investors from frauds, illicit schemes and other misconduct relating to COVID-19. For example, Hagens Berman investigated, filed a proprietary action and serves as court-appointed lead counsel in one of the first securities class actions arising from a fraudulent scheme for corporate insiders to profit from disseminating false and misleading information concerning a company’s COVID-19 vaccine candidate, *In re Vaxart, Inc. Sec. Litig.*, No. 3:20-cv-05949-VA (N.D. Cal.). The Firm and its co-counsel recently defeated in large part defendants’ motions to dismiss in Vaxart.

### **CANNABIS SECURITIES FRAUD**

The expanding legalization and sale of cannabis in not only the U.S. but globally, spurred a wave of cannabis-related initial public offerings and mergers and acquisitions. But as investors would later learn, the nascent industry was rife with accounting fraud, false projections and egregious insider trading. Hagens Berman currently serves as co-lead counsel in *In re Aurora Cannabis Inc. Securities Litigation*, 2:19-cv-20588-JMV-JBC (D. N.J.). The Firm and its-counsel also recently obtained a \$13 million settlement on behalf of investors in *Ortiz v. Canopy Growth Corp. et al.*, 2:19-cv-20543 (D. N.J.).

### U.S.-LISTED FOREIGN COMPANIES

Investing in U.S.-listed foreign companies is a convenient way for U.S. investors to gain exposure to vast and fast-growing foreign economies. But the inability to inspect the audits of certain foreign firms, together with the spectacular collapses of several large issuers, have shined the light on rampant financial fraud at foreign issuers trading on American exchanges. The firm is currently leading the prosecution in a number of private securities class actions against U.S.-listed foreign companies, including against JOYY, Sasol, SOS and Wirecard.

### TECHNOLOGY SECTOR

Claims of lucrative contracts, investments and acquisitions, or of new product lines are common ways in which issuers in the technology space are about to get investors excited about the company so that they will purchase shares. But in recent history, several high-profile technology firms have been accused of attempting to pump their share price through fictitious statements about their products, prospects and economic activity. The firm was appointed lead counsel in an action against a recent IPO cloud application company, *Roberts v. Zuora Inc. et al*, 3:19-cv-03422 (N.D. Cal.), where the firm and its client have defeated defendants' motion to dismiss, certified a class of investors, and are preparing for trial. The firm was also appointed lead counsel against tech real-estate marketplace company Zillow over its failed house-flipping business, *Barua v. Zillow Group, Inc., et al.*, 2:21-cv-01551-TSZ (W. Wash.).

### WHISTLEBLOWERS

In an effort to curb Wall Street excesses, Congress passed the Dodd-Frank Wall Street Reform and Consumer Protection Act, which built vigorous whistleblower protections into the legislation known as the "Wall Street Tip-Off Law." The law empowers the U.S. Securities and Exchange Commission to award between 10 and 30 percent of any monetary sanctions recovered in excess of \$1 million to whistleblowers who provide information leading to a successful SEC enforcement. It also provides similar rewards for whistleblowers reporting fraud in the commodities markets.

Hagens Berman represents whistleblowers with claims involving violations of the Securities Exchange Act and the Commodities Exchange Act. Unlike traditional whistleblower firms who have pivoted into this area, Hagens Berman has a strong background and history of success in securities, antitrust and other areas of fraud enforcement, making us an ideal partner for these cases. Our matters before the SEC/CFTC include a range of claims, including market manipulation and fraudulent financial statements.

## PRACTICE AREAS

## Personal Injury and Abuse

For nearly two decades, Hagens Berman's blend of professional expertise and commitment to our clients has made our firm one of the most well-respected and successful mass tort and personal injury law firms in the nation. We deliver exceptional results for our clients by obtaining impressive verdicts and settlements in personal injury litigation.

Our attorneys have experience in wrongful death, brain injury and other catastrophic injury cases, as well as deep experience in social work negligence, medical malpractice, nursing home negligence and sexual abuse cases.

Hagens Berman also has unparalleled experience in very specific areas of abuse law, recovering damages on behalf of some of the most vulnerable people in our society.

### VEHICLE COLLISION/TRAUMATIC INJURIES

Hagens Berman is an established leader in traumatic injury litigation. Our attorneys fight for the rights of injured athletes, slip-and-fall victims, victims of life-changing collisions and car crashes, those injured in the workplace and other victims of negligence who have suffered severe injuries. Our firm has successfully litigated personal injury claims involving traumatic brain injuries, spinal cord damage and other catastrophic injuries that require immediate care and leave victims physically, emotionally and financially vulnerable.

The firm represents multiple victims who suffered catastrophic injuries in rollover accidents involving Ford Super Duty trucks. Models manufactured between 1999 and 2016 are alleged to have dangerously weak roofs, prone to collapsing during rollovers allegedly due to design choices that compromised structural integrity and safety. Attorneys believe Ford was aware of these risks even before the first affected trucks hit the market in 1999.

### MEDICAL MALPRACTICE

Litigating a medical malpractice case takes acute specialization and knowledge of medical treatments and medicine. Notwithstanding these facts, Hagens Berman pursues meritorious medical malpractice claims in instances where clients have suffered life-altering personal injuries. Our firm's personal injury attorneys handle medical malpractice cases with the dedication and detail necessary to make victims whole. Hagens Berman is very selective in accepting medical malpractice cases and has been successful in recovering significant compensation for victims of medical error and negligence.

### NURSING HOME NEGLIGENCE

Nursing home negligence is a growing problem throughout the nation. As our population ages, reports of elder abuse and nursing home negligence continue to rise. Today, elder abuse is one of the most rapidly escalating social problems in our society. Hagens Berman is uniquely qualified to represent victims of elder abuse and nursing home negligence. Our attorneys have secured outstanding settlements in this area of law and have committed to holding nursing homes accountable for wrongdoing.

### **SEXUAL ABUSE LITIGATION**

Hagens Berman has represented a wide spectrum of individuals who have been victims of sexual abuse, including children and developmentally disabled adults. We treat each case individually, with compassion and attention to detail and have the expertise, resources and track record to stand up to the toughest opponents. In the area of sexual abuse, our attorneys have obtained record-breaking verdicts, including the largest personal injury verdict ever upheld by an appellate court in the state of Washington. More about Hagens Berman's sexual abuse practice can be found on the Sexual Abuse and Harassment practice area page.

### **SOCIAL WORK NEGLIGENCE**

Social workers play a critical role in the daily lives of our nation's most vulnerable citizens. Social workers, assigned to protect children, the developmentally disabled and elderly adults, are responsible for critical aspects of the lives of tens of thousands of citizens who are unable to protect themselves. Many social workers do a fine job. Tragically, many do not. The results are often catastrophic when a social worker fails to monitor and protect his or her vulnerable client. All too often, the failure to protect a child or disabled citizen leads to injury or sexual victimization by predators. With more than \$40 million in recoveries on behalf of vulnerable citizens who were neglected by social workers, Hagens Berman is the most experienced, successful and knowledgeable group of attorneys in this dynamic area of law.

### **WORKPLACE INJURY**

While many workplace injury claims are precluded by workers' compensation laws, many instances of workplace injury are caused by the negligence and dangerous oversight of third parties. In these instances, victims may have valid claims. Hagens Berman's personal injury legal team has successfully brought many workplace injury claims, holding third parties liable for our clients' serious bodily injuries. This includes successfully litigating claims under the Washington Law Against Discrimination, which protects all people in the state from unfair and discriminatory practices in employment and public accommodations access.

PRACTICE AREAS

## Sexual Abuse and Harassment

Hagens Berman's attorneys recently achieved a nationwide sexual harassment settlement on behalf of 16,000 women and has represented survivors of abuse by Harvey Weinstein, as well as USC alumnae abused by the university's former gynecologist, Dr. George Tyndall. Our firm is committed to protecting and empowering individuals.

At Hagens Berman, we believe no one is above the law, and that no position of power should shield someone from being held accountable.

Right now, we are witnessing the silencing, disparaging and abuse that people everywhere in this nation are subjected to. Many are subjected to a system that does not respect them. The backlash against the brave survivors who have come forward to report sexual assault and harassment is unacceptable.

We believe survivors. Our firm's sexual harassment attorneys have protected their rights for decades, and we are dedicated to upholding the rights of the most vulnerable. Survivors should be heard, respected and protected from systemic abuse.

Sexual harassment is present and pervasive in many workplaces, industries and professional environments, and has damaged the lives and careers of countless individuals. It affects hundreds of thousands of people in the U.S., 51 percent of which are harassed by an authority figure, making it harder to come forward for fear of retaliation.

All too often, acts of sexual harassment and sexual misconduct are protected by systemic cover-ups by companies and organized agreements between those in power. Particular industries are more susceptible to these cover-ups including: entertainment and sports media, STEM, law enforcement, food service, politics, military, tech, finance, hospitality and transportation. But sexual harassment is pervasive in many other environments and is often obscured from view for years.

In these industries, survivors are routinely subjected to widespread policies and practices that create an environment promoting quid pro quo arrangements in which survivors feel pressured to take part in sexual acts and feel powerless against unwanted advancements. Survivors are also often punished for not taking part.

The firm achieved a nationwide sexual harassment settlement on behalf of 16,000 women and has represented survivors of sexual harassment and abuse by Harvey Weinstein, as well as USC alumnae abused by the university's former gynecologist, Dr. George Tyndall.

Representative sexual harassment successes and cases on behalf of our clients include:

### **USC, DR. TYNDALL SEXUAL HARASSMENT LITIGATION**

In May of 2018, Hagens Berman filed a class-action lawsuit against the University of Southern California (USC) and Dr. George Tyndall, the full-time gynecologist at USC's student health clinic. Tyndall sexually harassed, violated and engaged in wildly inappropriate behavior with female students who sought his medical care, according to news outlets, which stated he saw tens of thousands of female patients during his time at USC.

Official complaints of Dr. Tyndall's behavior began to surface at USC in the 1990s, but despite the university's knowledge of Dr. Tyndall's behavior, it did not report him to the agency responsible for protecting the public from problem doctors. USC did nothing, for decades, as more and more female students were sent into Dr. Tyndall's office.

The settlement's three-tier structure allowed class members to choose how much they wanted to engage with the claims process. Those who did not want to revisit a private, traumatic event could simply keep the guaranteed Tier 1 payment of \$2,500. Those who chose to provide additional information in a claim form about their experience with Tyndall and how it affected them were eligible for up to \$20,000 and those who chose to provide an interview were eligible for up to \$250,000. The special master and her team of experts evaluated claims and allocated awards to Tier 2 and Tier 3 claimants. This focus on choice ensured that all class members received compensation while giving each class member the autonomy to decide for herself how involved she wanted to be in the settlement process.

The class-action settlement also went beyond monetary compensation and forced USC to implement real changes to their policies and procedures to help ensure that what happened at USC does not happen again.

**RESULT:** \$215 million settlement

### **HARVEY WEINSTEIN SEXUAL HARASSMENT**

In a first-of-its-kind class-action lawsuit, Hagens Berman represented women on behalf of a class of all victims who were harassed or otherwise assaulted by Harvey Weinstein, seeking to hold him and his co-conspirators accountable for a years-long pattern of sexual harassment and cover-ups.

The lawsuit, filed Nov. 15, 2017, in the U.S. District Court for the Central District of California alleged that Miramax and The Weinstein Company (which Weinstein co-founded) facilitated Weinstein's organized pattern of predatory behavior, equating to an enterprise that violates the Racketeer Influenced and Corrupt Organizations Act, commonly referred to as the RICO Act, the same law brought against members of the Mafia for organized criminal behavior.

The lawsuit brought various charges against Weinstein and his companies for violating the RICO Act, mail and wire fraud, assault, civil battery, negligent supervision and retention, and intentional infliction of emotional distress.

**RESULT:** \$17.1 million Sexual Misconduct Claims Fund

### **FAIRFAX BEHAVIORAL HEALTH**

Attorneys from Hagens Berman filed a class-action complaint on behalf of a proposed class of hundreds of patients that were arbitrarily strip-searched and video recorded while receiving treatment for mental illness at Fairfax Behavioral Health in Washington state.

One of the suit's named plaintiffs recalls being ordered to undress for an invasive strip-search when she presented for inpatient admission, even after disclosing her history of sexual abuse to Fairfax staff. She was not given a gown or towel to cover up during the search, and the staff member watched her undress and left the door open where other Fairfax staff members could see her.

Video cameras were located in the hallway, the holding area outside bathroom, and the room where the strip search was conducted. The cameras recorded her undressing and the strip-search.

The complaint states that Fairfax's practices — and its failure to limit the discretion of its staff — means that a substantial number of its mental health patients do not have reasonable access to inpatient care for mental health disorders.

**RESULT:** Settlement under confidential terms

### **CB RICHARD ELLIS SEXUAL HARASSMENT LITIGATION**

Filed a class action against CB Richard Ellis, Inc., on behalf of 16,000 current and former female employees who alleged that the company fostered a climate of severe sexual harassment and discriminated against female employees by subjecting them to a hostile, intimidating and offensive work environment, also resulting in emotional distress and other physical and economic injuries to the class. Under the terms of the settlement, the company agreed to increase

supervisor accountability, address sexually inappropriate conduct in the workplace, enhance record-keeping practices and conduct annual reviews of settlement compliance by a court appointed monitor.

**RESULT:** Innovative and unprecedented settlement requiring changes to human resources policies and procedures, as well as the potential for individual awards of up to \$150,000 per class member

#### **KING COUNTY CHILD SEX ABUSE**

Hagens Berman represented the victim of eight years of sexual abuse as a minor, at the hands of her brother-in-law. The lawsuit states that from 2005 to 2012, the case's defendant repeatedly sexually abused Hagens Berman's client. She was only eleven years old when the abuse began and was a minor during the entire duration of the abuse. In 2013, the state of Washington charged Willis with three counts of child molestation, to which he pled guilty. Court documents state, "Joshua Blaine Willis used his position of trust, confidence, or fiduciary responsibility to facilitate the commission of the ... offense[s]..."

Court documents in the civil case filed in June of 2017 detail Willis' highly disgusting and horrifying actions including groping and molestation, exposing himself and other highly sexual and inappropriate behavior.

Following the years of sexual abuse, Hagens Berman's client suffers from Post-Traumatic Stress Disorder and the court awarded damages for treatment of her condition and other emotional distress, as well as loss of earning capacity and other economic damages in her "struggle with consistency and stability."

**RESULT:** \$4,031,000 judgment

#### **STATE OF WASHINGTON SEXUAL ASSAULT, DSHS**

Our client, a disabled Spokane, Wash. woman, was a patient at Eastern State Hospital. The hospital assigned a male nurse to provide one-on-one care and supervision for our client. The nurse trapped our client in a laundry room and raped her. Hagens Berman determined that the nurse, a state employee, had been reprimanded and accused on previous occasions of sexual assault of vulnerable patients. Hagens Berman initiated a negligence and civil rights lawsuit against the hospital and its administrators for failing to protect our client from a known sexual predator and for allowing that predator to remain on staff with the responsibility to care for vulnerable patients.

**RESULT:** \$2.5 million settlement

#### **WORKPLACE SEXUAL HARASSMENT & OTHER INVESTIGATIONS**

Sexual harassment is present and pervasive in many workplaces. It affects hundreds of thousands of women and men in the U.S., 51 percent of which are harassed by a supervisor, making it harder to come forward for fear of retaliation.

All too often, sexual harassment in the workplace is protected by systemic cover-ups by companies and those in power. Particular industries are more susceptible to these cover-ups including: commercial real estate, law enforcement, politics, military, tech, entertainment, sports media, finance, restaurants and hospitality, advertising and trucking.

In these industries, employees are routinely subjected to widespread policies that create an environment promoting quid pro quo arrangements in which they feel pressured to take part in sexual acts and feel powerless against unwanted advancements. Employees are also often punished for not taking part.

Hagens Berman is also investigating sexual harassment and abuse in various specific areas of study, including STEM programs. The firm also serves as a watchdog for industries where misconduct is particularly prevalent. These include hospitality, college campuses and research labs, boarding schools and the entertainment industry, especially within the area of professional music.

The firm remains committed to uncovering instances of sexual harassment in the workplace, and within fields of study and areas prone to harboring misconduct and abusive behavior.

## PRACTICE AREAS

## Sports Litigation

Hagens Berman has one of the nation's most highly regarded sports litigation law practices. Our attorneys are the vanguard of new and innovative legal approaches to protect the rights of professional and college athletes in large scale cases against formidable, well-financed interests, including the National Collegiate Athletic Association (NCAA), the National Football League (NFL), the Fédération Internationale de Football Association (FIFA) and other sports governing institutions, creating lasting change.

### NCAA SCHOLARSHIPS/GRANT-IN-AID LITIGATION

In a first-of-its-kind antitrust action and far-reaching case affecting approximately 40,000 Division I college athletes, Hagens Berman filed a class-action against the NCAA and its most powerful member conferences, including the Pac-12, Big Ten, Big-12, SEC and ACC, claiming these entities violated federal antitrust laws by drastically reducing the number of scholarships and financial aid student-athletes receive to an amount below the actual cost of attendance and far below what the free market would bear.

The damages portion of the case resulted in an estimated average amount of \$6,500 to each eligible class member who played his or her sport for four years.

In March of 2019, the firm as co-lead trial counsel on the injunctive aspect of the case obtained a court order that resulted in a change of NCAA rules limiting the financial treatment of athletes. That injunction was affirmed in a unanimous 9-0 Supreme Court victory, with the injunctive relief culminating in a monumental victory for plaintiffs in the case and for college athletes in years to come. The Court ruled that NCAA college athletes should be able to receive compensation from schools or conferences for athletic services other than cash compensation untethered to education-related expenses, prohibiting the NCAA from enforcing rules limiting those payments. The media called the firm's victory in the scholarships case against the NCAA a "major ruling" (ABC World News Tonight), that "will change the game" (ABC Good Morning America), "...the highest court left the NCAA unhoused and naked, with nothing left but its pretensions," (The Washington Post), it "delivered a heavy blow," (AP), and leaves the NCAA "more vulnerable than ever."

**RESULT:** \$208 million settlement regarding the damages portion of the case, 100% of estimated single damages, followed by a unanimous 9-0 decision in favor of plaintiffs from the U.S. Supreme Court regarding the injunctive portion. The media called the firm's victory in the scholarships case against the NCAA a "major ruling" (ABC World News Tonight), that "will change the game" (ABC Good Morning America), "...the highest court left the NCAA unhoused and naked, with nothing left but its pretensions," (The Washington Post), it "delivered a heavy blow," (AP), and leaves the NCAA "more vulnerable than ever."

### NCAA CONCUSSIONS LITIGATION

Recently, the firm took on the NCAA for its failure to prevent concussions and protect student-athletes who suffered concussions. Steve Berman served as lead counsel in multi-district litigation and led the firm to finalize a settlement bringing sweeping changes to the NCAA's approach to concussion treatment and prevention.

The settlement's medical monitoring program is overseen by a medical science committee appointed by the court that screens and tracks concussions. Examinations include neurological and neurocognitive assessments to evaluate potential injuries. Each player now receives a seasonal baseline test to better assess concussions sustained during the season. All athletes who have sustained a concussion will now need to be cleared before returning to play. A medical professional trained in the diagnosis of concussions will be present at all games involving contact sports. The settlement also creates reporting mandates for concussions and their treatment.

**RESULT:** 50-year medical monitoring settlement funded by a \$70 million medical monitoring fund, paid by the NCAA and its insurers, as well as significant changes to and enforcement of the NCAA's concussion management policies and return-to-play guidelines

### **NCAA & ELECTRONIC ARTS NAME, IMAGE & LIKENESS RIGHTS IN VIDEOGAMES**

Hagens Berman attorneys represented student-athletes claiming the NCAA illegally used their names, images and likenesses in Electronic Arts' popular NCAA Football, Basketball and March Madness videogame series. The firm began this case with the knowledge that the NCAA and its member schools were resolute in keeping as much control over student-athletes as possible and fought hard to ensure that plaintiffs would not be exploited for profit, especially by the organization that vowed to prevent the college athletes from exploitation. Settlement checks were sent to about 15,000 players, with average amounts of \$1,100 and some up to \$7,600.

The firm also represented NFL legend Jim Brown in litigation against EA for improperly using his likeness in its NFL video games, culminating in a \$600,000 voluntary judgment offered by the video game manufacturer.

**RESULT:** Combined \$60 million settlement, marking the first time the NCAA agreed to a settlement that pays student-athletes for acts related to their participation in athletics

### **CONTINUED NAME, IMAGE & LIKENESS RIGHTS LITIGATION**

Hagens Berman continued its efforts against the NCAA in an additional pending antitrust case regarding name, image and likeness (NIL) rights. In 2020, the firm filed a new lawsuit against the NCAA and its five most powerful conferences — the Pac-12, Big Ten, Big 12, SEC and ACC — claiming defendants knowingly violated federal antitrust laws in abiding by a particular subset of NCAA amateurism rules that prohibit college athletes from receiving anything of value in exchange for the commercial use of their NIL. The firm holds that the NCAA's regulations illegally limit the compensation that Division I college athletes may receive for the use of their NIL and athletic reputations.

In 2021, following the firm's victory in the *Alston* case and denial of defendants' motion to dismiss the NIL litigation, the NCAA chose to temporarily lift rules restricting certain NIL deals in what the firm believes will be the first step in another massive change in college sports to support college athletes.

After two decades of fighting on behalf of athletes regarding this issue, the firm secured a monumental \$22.78 billion settlement for a class of more than 400,000 NCAA players. In addition to \$2.78 billion in past damages, the total value of new payments and benefits to college athletes under the new revenue-sharing model is expected to exceed \$20 billion over the next 10 years, making it the largest antitrust class-action settlement in history.

In unanimously upholding the rights of NCAA athletes in *Alston*, Justice Gorsuch wrote the NCAA had sought "immunity from the normal operation of the antitrust laws," and Justice Kavanaugh stated, "The NCAA is not above the law." The firm looks forward to continuing to uphold that same sentiment regarding NCAA athlete NIL rights and awaits the court's final decision.

### **FIFA & U.S. SOCCER CONCUSSIONS**

Several soccer players filed a class action against U.S. Soccer's governing bodies, which led to life-changing safety measures brought to millions of U.S. youth soccer players. Players represented by Hagens Berman alleged these groups failed to adopt effective policies to evaluate and manage concussions, leaving millions of players vulnerable to long-lasting brain injury.

The settlement against six of the largest youth soccer organizations greatly diminished risks of concussions and traumatic head injuries. Prior to the settlement, no rule limited headers in children's soccer. The settlement also highlights the importance of on-staff medical personnel at youth tournaments. Under the settlement, youth players who have sustained a concussion during practice or a game will need to follow certain return-to-play protocols before they are allowed to play again. Steve Berman, a youth soccer coach, has seen first-hand the settlement's impacts and life-changing effects every time young athletes take to the field.

**RESULT:** New return-to-play guidelines, benchmarks for concussion measurement and safety protocols, as well as new safety guidelines throughout U.S. Soccer, including completely eliminating heading for youth soccer's youngest players

### POP WARNER

Hagens Berman represented youth athletes who have suffered traumatic brain injuries due to gross negligence and filed a lawsuit on behalf of former Pop Warner football player Donovan Hill and his mother Crystal Dixon. The suit claims that the league insisted Hill use improper and dangerous tackling techniques which left the then 13-year-old paralyzed from the neck down.

Hagens Berman sought to hold Pop Warner, its affiliates, Hill's coaches and members of the Lakewood Pop Warner board of directors accountable for the coaches' repeated and incorrect instruction that Hill and his teammates tackle opposing players by leading with the head. Sadly, months after the firm's settlement was reached in January 2016, 17-year-old Donovan passed away. The firm believes that his case will continue to have a lasting impact on young athletes for generations and will help ensure safety in youth sports.

**RESULT:** Confidential settlement on behalf of Donovan and his mother

### MLB FOUL BALL INJURIES

Hagens Berman filed a class-action lawsuit on behalf of baseball fans, seeking to extend safety netting to all major and minor league ballparks from foul pole to foul pole. The suit alleges that tens of millions attend an MLB game annually, and every year fans of all ages, but often children, suffer horrific and preventable injuries, such as blindness, skull fractures, severe concussions and brain hemorrhages when struck by a fast-moving ball or flying shrapnel from a shattered bat. The lawsuit was dismissed with the court ruling that the plaintiffs lacked standing because the chance of getting hit by a ball is remote.

While the firm commends the league for finally addressing the serious safety issue at stake in December 2015, the firm continues to urge MLB and its commissioner to make these more than recommendations to help end senseless and avoidable injuries to baseball's biggest fans. We believe our case sparked the eventual move to netting. After one of the owners of the Mariners belittled Steve for having filed the case, the firm happily saw the addition of netting extended to the foul poles at T-Mobile Park in the firm's headquarters of Seattle.

**RESULT:** MLB's commissioner Rob Manfred issued a recommendation to all 30 MLB teams to implement extended safety measures, including additional safety netting at ballparks

### NCAA TRANSFER ANTITRUST

Hagens Berman took on the NCAA for several highly recruited college athletes whose scholarships were revoked after a coaching change, or after the student-athletes sought to transfer to another NCAA-member school. The suit claimed the organization's limits and transfer regulations violate antitrust law.

The firm's case hinges on a destructive double standard. While non-athlete students are free to transfer and are eligible for a new scholarship without waiting a year, and coaches often transfer to the tune of a hefty pay raise, student-athletes are penalized and forced to sit out a year before they can play elsewhere, making them much less sought after by other college athletic programs. Hagens Berman continues to fight for student-athletes' rights to be treated fairly and terminate the NCAA's anticompetitive practices and overbearing regulations that limit players' options and freedoms.

### **ADDITIONAL SPORTS CASES**

In addition to its class actions, Hagens Berman has filed several individual cases to uphold the rights of athletes and ensure a fair and safe environment. The firm has filed multiple individual cases to address concussions and other traumatic head injuries among student-athletes at NCAA schools and in youth sports. Hagens Berman continues to represent the interests of athletes and find innovative and effective applications of the law to uphold players' rights.

The firm has also brought many concussions cases on behalf of individual athletes, challenging large universities and institutions for the rights those who have suffered irreversible damage due to gross negligence and lack of even the most basic concussion-management guidelines.

## PRACTICE AREAS

## Whistleblower Litigation

Hagens Berman successfully represents whistleblowers under several whistleblower programs which financially reward private citizens who blow the whistle on fraud.

In cases brought under federal and state False Claims Act statutes, whistleblowers report fraud committed against the government and may sue those individuals or companies responsible, helping the government recover losses in return for a share of the damages.

In cases brought under the Dodd-Frank Whistleblower Programs of the Securities and Exchange Commission and the Commodity Futures Trading Commission, whistleblowers are awarded for original information that supports successful enforcement actions by those agencies. This is also true of the whistleblower programs of the Internal Revenue Service and the Department of Treasury.

Our depth and reach as a leading international plaintiffs' firm with significant success in cases against industry leaders in finance, health care, pharmaceuticals, the defense industry, consumer products, and many others leads whistleblowers to seek us to represent them in claims alleging fraud against the many of the largest and most successful corporations in the world.

Our firm has challenged these industries with great, unparalleled success, and has achieved several milestone victories for our whistleblower clients. With several former prosecutors and other government attorneys in its ranks and nearly 30-years of history of working with governments across the country, including close working relationships with senior attorneys at the U.S. Department of Justice, SEC, CFTC and state Attorneys General offices, the firm is second-to-none in its ability to advocate for whistleblowers.

The whistleblower programs under which Hagens Berman pursues cases include:

### FALSE CLAIMS ACT

Under the federal False Claims Act, and more than 30 similar state laws, a whistleblower reports fraud committed against the government, and under the law's *qui tam* provision, may file suit on behalf of the government to recover falsely and fraudulently obtained funds. These False Claims Acts statutes are the more effective tools in fighting Medicare and Medicaid fraud, defense contractor fraud, financial fraud, procurement and other contracting fraud, education fraud, and other types of fraud perpetrated against governments.

Under the False Claims Act, the whistleblower, known as a "relator," initially files a complaint under seal of the court, giving it only to the government and not to the defendant, which permits the government to investigate confidentially. After the investigation, the government may take over the whistleblower's suit, or it may decline. If the government declines, the whistleblower can proceed alone on his or her behalf. In successful suits, the whistleblower normally receives between 15 and 30 percent of the government's recovery as a reward.

Since 1986, federal and state false claims act recoveries have totaled more than \$72 billion. Some examples of our cases brought under the False Claims Act include:

#### **U.S. EX REL. LAGOW V. BANK OF AMERICA**

Represented former District Manager at Landsafe, Countrywide Financial's mortgage appraisal arm, who alleged systematic abuse of appraisal requirements as a means of inflating mortgage values.

**RESULT:** \$1 billion settlement and substantial client reward

#### **U.S. EX REL. MACKLER V. BANK OF AMERICA**

Represented a whistleblower who alleged that Bank of America failed to satisfy material conditions of its government contract to provide homeowners mortgage relief under the HAMP program.

**RESULT:** Settled as part of the 2012 global mortgage settlement, resulting in a substantial award to our client

#### **U.S. EX REL. HORWITZ V. AMGEN**

Represented Dr. Marshall S. Horwitz, who played a key role in uncovering an illegal scheme to manipulate the scientific record regarding two of Amgen's blockbuster drugs.

**RESULT:** \$762 million in criminal and civil penalties levied by the U.S. Department of Justice and a substantial award to our client

#### **U.S. EX REL. DOE V. US WORLD MEDS LLC**

Represented a Senior Medical Director challenging off-label promotion and unlawful kickbacks to medical providers for use of its injectable products.

**RESULT:** Settled with a substantial award to our client

#### **U.S. EX REL. KITE V. BROOKHAVEN MEMORIAL, ET AL.**

Represented a health care finance expert in this complex, declined False Claims Act case against several large hospitals who committed Medicare fraud through false claims for "outlier" payments.

**RESULT:** Settlements with every hospital defendant and a substantial award for our client

#### **U.S. EX REL. THOMAS V. SOUND INPATIENT PHYSICIANS INC.**

Represented a former regional vice president of operations for Sound Physicians, who blew the whistle on Sound's alleged misconduct.

**RESULT:** \$14.5 million in payments to the U.S. government by Tacoma-based Sound Physicians and a substantial award to our client

#### **U.S. EX REL. PLAINTIFFS V. CENTER FOR DIAGNOSTIC IMAGING INC.**

Hagens Berman joined as lead trial counsel a qui tam lawsuit on behalf of two whistleblowers against Center for Diagnostic Imaging, Inc. (CDI), alleging that CDI violated anti-kickback laws and defrauded federally funded health programs.

**RESULT:** Through litigation we increased the settlement and secured a substantial award for our client.

#### **MEDTRONIC**

Represented a top sales representative in this action challenging fraudulent medical device applications to the FDA and off-label promotion of its biliary devices.

**RESULT:** Secured a confidential settlement for our client.

## SECURITIES AND EXCHANGE COMMISSION / COMMODITY FUTURES TRADING COMMISSION

Since implementation of the SEC/CFTC Dodd Frank whistleblower programs in 2011, Hagens Berman has become a leading firm representing whistleblowers with claims involving violations of the Securities Exchange Act and the Commodities Exchange Act.

Unlike the False Claims Act, whistleblowers under the SEC and CFTC programs do not file a sealed lawsuit. Instead, they provide information directly to the SEC or the CFTC regarding violations of the federal securities or commodities laws. If the whistleblower's information leads to an enforcement action, they may be entitled to between 10 and 30 percent of the recovery.

Our firm has represented high-profile financial fraud whistleblowers, including in cases with front-page coverage in the Wall Street Journal and other respected publications. We were the first firm to represent a whistleblower whose complaint led to the criminal extradition of a market manipulator and the firm who represented a client whose complaint resulted in the largest fines ever levied against financial exchanges, including BATS and NYSE.

The firm represents several high-level Wall Street veterans in several areas of finance and trading as well as several directors and management level personnel at large corporations around the world.

Hagens Berman has worked closely in support of top government officials and enforcement personnel at both the SEC and CFTC across their several regional offices, establishing the credibility necessary to bring a case that is closely examined and acted upon.

Though many cases remain confidential in perpetuity at client request, a few of the firm's most recent whistleblower cases in this area include:

### EDGA EXCHANGE INC. AND EDGX EXCHANGE INC.

Represented HFT whistleblower and market expert, Haim Bodek, in an SEC fraud whistleblower case against two exchanges formerly owned by Direct Edge Holdings and since acquired by Bats Global Markets challenging undisclosed and improper practices undermining fair and orderly markets.

**RESULT:** Record-breaking \$14 million fine secured by the U.S. Securities and Exchange Commission against defendants, the largest ever brought against a financial exchange at the time. This resulted in a substantial award to our client.

### NAV SARAO FUTURES LIMITED PLC

Represented an anonymous market expert whistleblower who brought his concerns and original analysis to the CFTC after hundreds of hours spent analyzing data and other information regarding manipulation of the S&P 500 eMini.

**RESULT:** The market manipulator Mr. Sarao was criminally extradited and pled guilty to market manipulation and was forced to disgorge his ill-gotten gains. Our client received a substantial award.

### NEW YORK STOCK EXCHANGE (NYSE)

Represented Mr. Bodek in another successful SEC whistleblower complaint against a financial exchange for violations of SEC rules.

**RESULT:** The SEC secured a record fine against NYSE and our client received a substantial award.

### CARGILL

Represented the whistleblower responsible for the CFTC's action against the largest privately held company in the U.S., challenging Cargill's misconduct in providing inaccurate information on swaps and failures to supervise.

**RESULT:** Our client received a substantial award from the CFTC's successful enforcement action.

### **GRANT THORNTON**

Represented a whistleblower who brought allegations that a leading accounting and audit firm ignored red flags and conducted materially deficient audits of a public traded company about which our client reported.

**RESULT:** Grant Thornton was ordered to pay a fine to the SEC and our client received a substantial award.

### **MODDHA INTERACTIVE INC. ET AL.**

Represented the whistleblower who sparked the successful investigation and prosecution of a “hi-tech scam” investment fraud that resulted in freezing of assets.

**RESULT:** Defendants were ordered to pay a fine and penalties and our client shall receive an award from monies collected.

### **INTERNAL REVENUE SERVICE**

Hagens Berman also confidentially represents whistleblowers under the IRS whistleblower program enacted with the Tax Relief and Health Care Act of 2006. These cases enforced by the IRS are generally not made public.

The IRS program offers rewards to those who come forward with information about persons, corporations or any other entity that cheats on its taxes. In the event of a successful recovery of government funds, a whistleblower can be rewarded with up to 30 percent of the overall amount collected in taxes, penalties and legal fees.

Hagens Berman helps IRS whistleblowers present specific, credible tax fraud information to the IRS. Unlike some traditional False Claims Act firms, Hagens Berman has forensic accounting and tax fraud experience representing governments facing lost tax revenue due to fraud, making us well-positioned to represent IRS whistleblowers, as we currently do in cases with clients from around the world challenging evasion of U.S. tax laws.

### **ANTI-MONEY LAUNDERING**

The most recent whistleblower bounty program is the Anti-Money-Laundering (AML) program operated by the Department of Treasury’s Financial Crimes Enforcement Unit (FinCEN), strengthened in 2023 and offering whistleblower retaliation and confidentiality protections in reporting potential violations of AML laws by companies subject to the Bank Secrecy Act. The program also patterns itself on the Dodd-Frank whistleblower programs of the SEC and CFTC and offers similar awards to potential whistleblowers.

Hagens Berman has expanded its efforts to represent these AML whistleblowers.

# APPELLATE VICTORIES

## APPELLATE VICTORIES

## Strengthening Consumer Law

At Hagens Berman, we distinguish ourselves not merely by the results we obtain, but by how we obtain them. Few class-action firms have our firm's combination of resources and acumen to see a case through as long as needed to obtain a favorable outcome. Our attorneys were instrumental in obtaining these federal appellate decisions that have shaped consumer law and bolstered the rights of millions nationwide:

- *Tershakovec v. Ford Motor Co., Inc.*, 79 F.4th 1299 (11th Cir. 2023) (affirming class certification under laws of several states and remanding for trial)
- *Hernandez v. Illinois Inst. of Tech.*, 63 F.4th 661 (7th Cir. 2023) (claims for breach of contract and unjust enrichment upheld for failure to provide in-person education during COVID-19 pandemic)
- *In re Evenflo Co., Inc., Mktg., Sales Pracs. & Prod. Liab. Litig.*, 54 F.4th 28, 32 (1st Cir. 2022) (consumers had standing to challenge overpayment for defective car booster seats)
- *In re Lumber Liquidators Chinese-Manufactured Flooring Prod. Mktg., Sales Pracs. & Prod. Liab. Litig.*, 27 F.4th 291 (4th Cir. 2022) (affirming fee award as authorized by Class Action Fairness Act)
- *NCAA v. Alston*, 141 S. Ct. 2141 (2021) (landmark decision invalidating NCAA antitrust restrictions on compensating student athletes)
- *Shaffer v. George Washington Univ.*, 27 F.4th 754 (D.C. Cir. 2022) (students adequately alleged universities breached contract to provide in-person education during COVID-19 pandemic)
- *United Food & Com. Workers Loc. 1776 & Participating Emps. Health & Welfare Fund v. Takeda Pharm. Co. Ltd.*, 11 F.4th 118 (2d Cir. 2021) (monopolization sufficiently alleged and brand drug manufacturer's combination patents did not claim brand drug under Hatch-Waxman Act)
- *Cherry v. Dometic Corp.*, 986 F.3d 1296 (11th Cir. 2021) (administrative feasibility identifying absent class members not required for class certification)
- *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, 967 F.3d 264 (3d Cir. 2020) (upholding certified class of direct purchasers alleging anticompetitive conduct impeding market entry of generic versions of Suboxone)
- *In re NCAA Grant-in-Aid Cap Antitrust Litig.*, 958 F.3d 1239 (9th Cir. 2020) (affirming injunction in favor of student athletes against NCAA, later sustained by Supreme Court in *NCAA v. Alston*, 141 S. Ct. 1231 (2020))
- *In re Lumber Liquidators Chinese-Manufactured Flooring Prod. Mktg., Sales Pracs. & Prod. Liab. Litig.*, 952 F.3d 471 (4th Cir. 2020) (approving class action settlement concerning defective laminate flooring)
- *In re Lantus Direct Purchaser Antitrust Litig.*, 950 F.3d 1 (1st Cir. 2020) (drug manufacturer improperly listed insulin patent in FDA's Orange Book to extend monopoly)

- *In re Avandia Mktg., Sales & Prod. Liab. Litig.*, 945 F.3d 749 (3d Cir. 2019) (state law claims against manufacturer of type-2 diabetes drug not preempted by federal law)
- *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539 (9th Cir. 2019) (*en banc*) (upholding nationwide settlement class and providing guidance for district courts on choice-of-law inquiry in settlement context)
- *City of Miami v. Wells Fargo & Co.*, 923 F.3d 1260 (11th Cir. 2019) (municipality adequately alleged causation for discrimination violating Fair Housing Act)
- *In re Avandia Mktg., Sales Pracs. & Prod. Liab. Litig.*, 924 F.3d 662 (3d Cir. 2019) (vacating protective order for impeding common law right of public access to court filings)
- *In re Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prod. Liab. Litig.*, 895 F.3d 597 (9th Cir. 2018) (affirming \$10 billion nationwide settlement providing relief to one-half million consumers for Volkswagen's emissions cheating and misleading "clean diesel" advertising)
- *In re Lipitor Antitrust Litig.*, 868 F.3d 231 (3d Cir. 2017) (direct purchasers of Lipitor and Effexor plausibly alleged unlawful reverse payment settlement agreements in violation of antitrust laws)
- *In Matter of Motors Liquidation Co.*, 829 F.3d 135 (2d Cir. 2016) (General Motors bankruptcy reorganization did not bar claims stemming from defective ignition switches)
- *George v. Urban Settlement Servs.*, 833 F.3d 1242 (10th Cir. 2016) (complaint adequately alleged Bank of America's mortgage modification program violated RICO)
- *In re Loestrin 24 Fe Antitrust Litig.*, 814 F.3d 538 (1st Cir. 2016) ("reverse payments" for antitrust purposes under Actavis are not limited to cash payments)
- *Osborn v. Visa Inc.*, 797 F.3d 1057 (D.C. Cir. 2015) (complaint adequately alleged Visa and MasterCard unlawfully agreed to restrain trade in setting ATM access fees)
- *Little v. Louisville Gas & Elec. Co.*, 805 F.3d 695 (6th Cir. 2015) (Clean Air Act did not preempt state nuisance claims against coal plant for polluting surrounding community)
- *City of Miami v. Citigroup Inc.*, 801 F.3d 1268 (11th Cir. 2015) (reversing dismissal of complaint alleging Citigroup violated Fair Housing Act by pattern of discriminatory lending)
- *Rajagopalan v. NoteWorld, LLC*, 718 F.3d 844 (9th Cir. 2013) (non-party could not invoke arbitration clause against plaintiff suing debt services provider)
- *In re Neurontin Mktg. & Sales Practices Litig.*, 712 F.3d 21 (1st Cir. 2013) (affirming \$142 million verdict for injury suffered from RICO scheme by Neurontin manufacturer Pfizer)
- *In re NCAA Student-Athlete Name & Likeness Licensing Litig.*, 724 F.3d 1268 (9th Cir. 2013) (First Amendment did not shield video game developer's use of college athletes' likenesses)
- *Garcia v. Wachovia Corp.*, 699 F.3d 1273 (11th Cir. 2012) (Wells Fargo could not rely on Concepcion to evade waiver of any right to compel arbitration)
- *Agnew v. Nat'l Collegiate Athletic Ass'n*, 683 F.3d 328 (7th Cir. 2012) (NCAA bylaws limiting scholarships per team and prohibiting multi-year scholarships are subject to antitrust scrutiny and do not receive pro-competitive justification at pleading stage)
- *In re Lupron Mktg. & Sales Practices Litig.*, 677 F.3d 21, 24 (1st Cir. 2012) (approving cy pres provision in \$150 million settlement)

- *In re Pharm. Indus. Average Wholesale Price Litig.*, 582 F.3d 156 (1st Cir. 2009) (AstraZeneca illegally published inflated average wholesale drug prices, thereby giving windfall to physicians and injuring patients who paid inflated prices)

We set ourselves apart not only by getting results but by litigating every case through to finish – to trial and appeal, if necessary. This tenacious drive has led our firm to generate groundbreaking precedents in consumer law.

Hagens Berman has also been active in state courts nationwide. Notable examples of our victories include:

- *Franklin v. CSAA Gen. Ins. Co.*, 532 P.3d 1145, 1146 (Ariz. 2023) (injured drivers may “stack” or combine UIM coverages where multiple vehicles are insured under a single insurance policy)
- *In re Funko, Inc. Sec. Litig.*, 19 Wash. App. 2d 1045 (2021) (complaint adequately alleged violations of the Securities Act of 1933)
- *Hernandez v. Restoration Hardware, Inc.*, 409 P.3d 281 (Cal. 2018) (successfully arguing on behalf of amicus curiae that class action objectors must intervene to appeal)
- *Purdue Pharma L.P. v. State*, 256 So. 3d 1 (Miss. 2018) (refusing to transfer venue in litigation against leading opioid manufacturers)
- *Garza v. Gama*, 379 P.3d 1004 (Ariz. Ct. App. 2016) (reinstating certified class in wage-and-hour action prosecuted by Hagens Berman since 2005)
- *In re Farm Raised Salmon Cases*, 42 Cal. 4th 1077 (Cal. 2008) (Federal Food, Drug and Cosmetic Act did not preempt state claims for deceptive marketing of food products)
- *Pickett v. Holland Am. Line-Westours, Inc.*, 35 P.3d 351 (Wash. 2001) (reversing state court of appeals and upholding class action settlement with cruise line)

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LEGAL TEAM



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#### YEARS OF EXPERIENCE

44

#### PRACTICE AREAS

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[Whistleblower](#)

#### BAR ADMISSIONS

- Illinois
- Washington
- Foreign Registered Attorney in England and Wales

#### COURT ADMISSIONS

- Supreme Court of the United States
- U.S. Court of Appeals for the First Circuit
- U.S. Court of Appeals for the Second Circuit

M R R

## Steve W. Berman

Represented 13 states against Big Tobacco, resulting in the [largest settlement in history](#); co-lead counsel against the NCAA in the [largest antitrust settlement in world history](#); a member of the Plaintiffs' Steering Committee against Volkswagen in [the largest automotive settlement in history](#); and co-lead counsel in what were then the largest [ERISA](#) and [securities](#) settlements in U.S. history.

### INTRODUCTION

Steve Berman is a nationally renowned class-action lawyer who has dedicated his career to fighting for consumers, investors, employees and other plaintiffs harmed by corporate misconduct. As co-founder and managing partner of Hagens Berman, Steve has led some of the most influential and complex litigation in state and federal courts, securing settlements valued at hundreds of billions of dollars and obtaining historic reforms across a wide range of industries.

Steve's trial experience has earned him significant recognition and led The National Law Journal to name him one of the [100 most powerful lawyers in the nation](#), and to repeatedly name Hagens Berman one of the top 10 plaintiffs' firms in the country.

Since founding the firm in 1993, Steve has consistently undertaken high-stakes cases others wouldn't. He launched Hagens Berman after his former firm refused to represent several children who became seriously ill after eating fast food tainted with E. coli. Steve fought against Jack in the Box, alleging its negligence and cost-cutting were to blame — a case that helped define his mission to represent those most in need.

Known for securing industry-changing results and some of the largest settlements in world and U.S. history, Steve has built a reputation as one of the nation's most effective and innovative plaintiffs' attorneys.

[Print & Online Feature Interviews »](#)

### CURRENT ROLE

- Managing Partner of Hagens Berman Sobol Shapiro LLP and Hagens Berman EMEA LLP (U.K.), U.S. Managing Member of HBSS France

### CURRENT CASES

Steve leads the firm's efforts in the areas of antitrust, consumer protection and more, maintaining a leading edge amid shifting trends and technology. His active cases concern billions of dollars in damages and affect hundreds of millions of individuals. Steve's caseload spans several industries, including technology, college sports, agriculture and wages and include the following highlights.

### ANTITRUST LITIGATION

The antitrust lawsuits that Steve Berman has led have secured settlements valued at more than \$27 billion, spotlighting anticompetitive practices that have harmed consumers across various industries. Steve's outstanding work in this field has earned the firm accolades and awards, and his current caseload speaks to the breadth of the firm's impact.

- U.S. Court of Appeals for the Third Circuit
- U.S. Court of Appeals for the Fifth Circuit
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Eighth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Tenth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. Court of Appeals for the D.C. Circuit
- U.S. Court of Appeals for the Federal Circuit
- U.S. Court of Federal Claims
- U.S. District Court for the District of Colorado
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the Central District of Illinois
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Eastern District of Washington
- U.S. District Court for the Western District of Washington
- Supreme Court of Illinois
- Supreme Court of Washington

#### EDUCATION

- University of Chicago Law School, J.D., 1980
- University of Michigan, B.S., 1976

#### AWARDS

Law360

**TITANS**  
OF THE PLAINTIFFS BAR

THE NATIONAL  
LAW JOURNAL  
ELITE TRIAL  
LAWYERS

CASE	DESCRIPTION
<a href="#">NCAA Student-Athlete Name, Image and Likeness</a> Co-Lead Counsel	Class action representing current and former NCAA college athletes accusing the NCAA and the Power Five conferences of illegally limiting the compensation athletes may receive for the use of their names, images and likenesses. <b>Status:</b> Final approval of \$22.78B settlement granted — believed to be the largest antitrust settlement in U.S. history.
<a href="#">Amazon E-Books Price-Fixing</a> Co-Lead Counsel	Class action accusing Amazon of establishing an illegal monopoly of the e-books market and charging artificially inflated prices <b>Status:</b> The court denied Amazon's motion for reconsideration and leave to file an interlocutory appeal, allowing monopoly claims to continue and discovery process to move forward.
<a href="#">Amazon Online Retailer Consumer Antitrust (Frame-Wilson)</a> Interim Co-Lead Counsel	Class action accusing Amazon of increasing prices for online purchases made via other retailers. <b>Status:</b> Amazon's motion to dismiss denied, federal judge compelled Amazon to produce documents previously marked as privileged.
<a href="#">Amazon.com Antitrust (De Coster)</a> Co-Lead Counsel	Class action accusing Amazon of violating federal antitrust laws, causing customers to pay artificially high prices for products purchased via Amazon. <b>Status:</b> Amazon's motion to dismiss denied, federal judge compelled Amazon to produce documents previously marked as privileged and certified a class of consumers .
<a href="#">Apple iCloud Antitrust</a>	Class action accusing Apple of violating antitrust laws and establishing a monopoly through its iOS cloud-based storage policies. <b>Status:</b> Motion to dismiss denied on all grounds.
<a href="#">Apple iPhone Overpricing Antitrust</a> Co-Lead Interim Class Counsel	Class action against Apple Inc. for allegedly suppressing technologies and innovations that would make it easier for consumers to switch device ecosystems, establishing an illegal monopoly over the smartphone market and generating historic profits. <b>Status:</b> Hagens Berman named to case leadership.
<a href="#">Apple Pay Payment Card Issuer Antitrust</a>	Class action accusing Apple of intentionally monopolizing the billion-dollar mobile wallet market on iOS platforms, forcing payment card issuers to pay supracompetitive fees and stifling innovation. <b>Status:</b> Motion to dismiss denied in part, allowing claims to continue.
<a href="#">Real Estate Commissions Antitrust</a> Co-Lead Counsel	Class action against four national broker franchises alleging parties illegally inflated commissions associated with home sales. <b>Status:</b> \$987M in settlements have been granted final approval, with an additional \$20.09M preliminarily approved, and litigation continues against remaining defendants.
<a href="#">Valve Steam Store PC Game Antitrust</a>	Class action against Valve for allegedly maintaining an unlawful monopoly in the PC gaming market by restricting price competition <b>Status:</b> Consolidated amended complaint filed.

THE NATIONAL  
LAW JOURNAL  
**PLAINTIFFS' HOT LIST**

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| A SPECIAL REPORT |

**MOST POWERFUL  
ATTORNEY**  
STATE OF WASHINGTON  
THE NATIONAL LAW JOURNAL

**Super Lawyers**

[Visa Mastercard ATM](#)  
Co-Lead Counsel

Class action alleging Visa and MasterCard established uniform agreements with BofA, JP Morgan Chase and Wells Fargo preventing ATM operators from setting access fees below the level of fees charged on Visa's and MasterCard's networks.

**Status:** Settlements total \$264.24M have received final approval, including \$197.5M with Visa and Mastercard and \$66.74M with banks.

#### AGRICULTURE ANTITRUST LITIGATION

The firm's total approved settlements in this area of litigation are valued at \$735 million and have affected the lives of U.S. consumers and employees in the meat-processing industry. As inflation continues to rise, combating anticompetitive schemes that raise the cost of food is an issue pertinent to families across the nation.

CASE	DESCRIPTION
<a href="#">Beef Antitrust</a> Interim Co-Lead Counsel	Class action alleging major food corporations engaged in illegal conduct regarding the marketing and sales of beef products. <b>Status:</b> Motion to dismiss denied.
<a href="#">Broiler Chicken Antitrust</a> Co-Lead Counsel	Class action accusing major food corporations of increasing the price of chicken in violation of antitrust laws. <b>Status:</b> The court granted final approval to \$181M in settlements, with an additional \$22.35M preliminarily approved; litigation is ongoing with AgriStats.
<a href="#">Pork Antitrust</a> Co-Lead Counsel	Class action alleging pork producers colluded to reduce pork production to artificially inflate prices. <b>Status:</b> The court granted final approval to \$95M in settlements, with an additional \$14.465M pending, and litigation against remaining defendants is ongoing.
<a href="#">Poultry Processing Wage-Fixing Antitrust</a> Interim Co-Lead Counsel	Class action alleging wage-fixing agreement between the nation's biggest poultry companies. <b>Status:</b> The court certified the class and granted final approval to \$398.05M in settlements — the second-largest recovery in a wage-fixing case in the U.S., as well as the largest ever antitrust settlement on behalf of low-income workers, and the second-largest antitrust wage suppression case.
<a href="#">Red Meat Processing Wage-Fixing Antitrust</a>	Class action against the nation's largest meat processing companies alleging a yearslong wage-fixing agreement, causing employees to receive far less than legally owed. <b>Status:</b> Settlements pending before the court total \$202.7M.
<a href="#">Turkey Antitrust</a> Interim Co-Lead Counsel	Class action accusing major food corporations of increasing the price of turkey in violation of antitrust laws. <b>Status:</b> The court preliminarily approved \$40.495M in settlements, and litigation is ongoing against remaining defendants.
<a href="#">Beef Antitrust</a> Interim Co-Lead Counsel	Class action alleging major food corporations engaged in illegal conduct regarding the marketing and sales of beef products. <b>Status:</b> Motion to dismiss denied.
<a href="#">Broiler Chicken Antitrust</a> Co-Lead Counsel	Class action accusing major food corporations of increasing the price of chicken in violation of antitrust laws. <b>Status:</b> The court granted final approval to \$181M in settlements, with an additional \$22.35M preliminarily approved; litigation is ongoing with AgriStats.

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<p><a href="#">Pork Antitrust</a> Co-Lead Counsel</p>	<p>Class action alleging pork producers colluded to reduce pork production to artificially inflate prices. <b>Status:</b> The court granted final approval to \$95M in settlements, with an additional \$14.465M pending, and litigation against remaining defendants is ongoing.</p>
<p><a href="#">Poultry Processing Wage-Fixing Antitrust</a> Interim Co-Lead Counsel</p>	<p>Class action alleging wage-fixing agreement between the nation's biggest poultry companies. <b>Status:</b> The court certified the class and granted final approval to \$398.05M in settlements — the second-largest recovery in a wage-fixing case in the U.S., as well as the largest ever antitrust settlement on behalf of low-income workers, and the second-largest antitrust wage suppression case.</p>
<p><a href="#">Red Meat Processing Wage-Fixing Antitrust</a></p>	<p>Class action against the nation's largest meat processing companies alleging a yearslong wage-fixing agreement, causing employees to receive far less than legally owed. <b>Status:</b> Settlements pending before the court total \$202.7M.</p>
<p><a href="#">Turkey Antitrust</a> Interim Co-Lead Counsel</p>	<p>Class action accusing major food corporations of increasing the price of turkey in violation of antitrust laws. <b>Status:</b> The court preliminarily approved \$40.495M in settlements, and litigation is ongoing against remaining defendants.</p>

#### AUTO DEFECT & EMISSIONS LITIGATION

Hagens Berman's settlements in automotive defect and emissions lawsuits are collectively valued at more than \$21.4 billion and have led to significant safety protocols and changes in the auto industry. Steve's expertise leading complex litigation has led him to be hand-selected to champion the rights of vehicle owners. He remains dedicated to unearthing new instances of defect coverups, emissions cheating and safety concerns, utilizing the firm's resources to lead the charge against negligence.

CASE	DESCRIPTION
<p><a href="#">Daimler Mercedes BlueTEC Emissions – Australia</a> Advisory Role</p>	<p>Following Hagens Berman's \$700 million settlement with Mercedes for alleged emissions cheating in the U.S., the firm has taken an advisory role in comparable litigation against Daimler filed in Australia. <b>Status:</b> Pending and active.</p>
<p><a href="#">FCA Chrysler Pacifica Hybrid Minivan Fire Hazard</a> Co-Lead Counsel</p>	<p>Class action against Fiat Chrysler/Stellantis alleging a defect in the design of Chrysler Pacifica hybrid minivans results in spontaneous fires while vehicle is parked and off. <b>Status:</b> Motion to dismiss denied.</p>
<p>FCA Dodge RAM 2500/3500 Emissions – 2007-2012 &amp; 2013-2018</p>	<p>Class action alleging Fiat Chrysler/Stellantis and Cummins placed emissions-cheating defeat devices in affected RAM trucks. <b>Status:</b> 2007-2012 models: motion to dismiss denied in part; 2013-2018 models: complaint filed.</p>
<p><a href="#">General Motors CP4 Fuel Pump Defect</a> Class Counsel</p>	<p>Class action alleging Chevy Silverado and GMC Sierra trucks with a Duramax diesel 6.6 V8 engine are equipped with a defective high-pressure fuel injection pump. <b>Status:</b> \$50M settlement granted final approval, class certification granted.</p>
<p><a href="#">Hyundai/Kia Car Theft Defect</a> Co-Lead Counsel</p>	<p>Class action stemming from Hyundai and Kia's failure to equip nearly nine million vehicles with an immobilizer antitheft device <b>Status:</b> Settlement granted final approval</p>

[VW Atlas Wiring Harness Defect](#)  
Co-Class Counsel

Class action accusing VW of a manufacturing defect in the door wiring harness of VW Atlas vehicles, allegedly causing vehicles' systems to malfunction.  
**Status:** Settlement granted final approval.

## SECURITIES LITIGATION

Hagens Berman's total settlements in securities litigation valued at more than \$2.9 billion, and Steve's efforts in this area have helped to recover losses for millions of individuals who have been blindsided by instances of fraud and disinformation orchestrated by publicly traded companies.

CASE	DESCRIPTION
<a href="#">Plantronics, Inc. (NYSE: PLT)</a> Co-Lead Counsel	Class action representing Plantronics investors seeking to recover damages caused by violations of the Securities Exchange Act of 1934. <b>Status:</b> \$29.5 million settlement submitted for preliminary approval, motion to dismiss denied.
<a href="#">Vaxart, Inc. (NASDAQ: VXRT)</a> Lead Counsel	Class action against Vaxart and controlling shareholder, Armistice, alleging claims under federal securities laws. <b>Status:</b> The court approved distribution of \$12 million settlement.
<a href="#">Zillow Group, Inc. (NASDAQ: Z, ZG)</a> Class Counsel	Class action alleging defendants falsely touted the durability and acceleration of Zillow Offers and improvements to pricing models. <b>Status:</b> Class certification granted.

## RECENT SUCCESS

Steve Berman has achieved monumental settlements within the last two years, bringing hundreds of millions of dollars of relief to classes of everyday individuals affected by pricing schemes, automotive defects and other instances of wrongdoing. Through his recent case work, Steve maintains Hagens Berman's edge and excellence in class-action litigation.

CASE NAME	DATE	RECENT SUCCESS
<a href="#">Visa Mastercard ATM</a> Co-Lead Counsel	06/20/25	\$197.5M settlement with Visa and MasterCard received final approval, bringing total to \$264.24M.
<a href="#">NCAA Student-Athlete Name, Image and Likeness</a> Co-Lead Counsel	06/06/25	\$22.78B settlement received final approval.
<a href="#">Poultry Processing Wage-Fixing Antitrust</a> Interim Co-Lead Counsel	06/05/25	\$398.05M settlement received final approval.
<a href="#">Pork Antitrust</a> Co-Lead Counsel	05/31/25	Defendants' motion for summary judgment largely denied, \$95M in settlements received final approval and an additional \$14.4M pending with the court, litigation is ongoing with remaining defendants.
<a href="#">Seattle Children's Hospital Discrimination &amp; Personal Injury</a> Counsel	05/23/25	Settlement finalized.

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<a href="#">Real Estate Commissions Antitrust</a> Co-Lead Counsel	11/26/24	Court granted final approval to a \$418M settlement with NAR, bringing total settlements approved to \$987M, with an additional \$20M still pending.
<a href="#">General Motors Duramax Emissions</a>	11/20/24	Court denied GM's motion for additional review.
<a href="#">Hyundai / Kia Car Theft Defect</a> Co-Lead Counsel	10/01/24	Settlement received final approval.
<a href="#">Ford Super Duty Roof Crush</a>	09/30/24	Court denied in part motion to dismiss.
<a href="#">BMW X and 335d Diesel Emissions</a>	09/25/24	Settlement received final approval.
<a href="#">USAA Bank Interest &amp; Fees</a> Class Counsel	09/06/24	\$64.2M settlement granted preliminary approval.
<a href="#">Amazon.com COVID-19 Price Gouging Consumer Litigation</a>	08/08/24	Washington Supreme Court allowed proposed class action to move forward.
<a href="#">George Washington University Tuition Payback</a> Class Counsel	05/13/24	Settlement received final approval.
<a href="#">Hyundai / Kia Engine Fire Hazard</a> Co-Lead Counsel	04/09/24	Settlement received final approval.
<a href="#">NCAA/EA Video Games Likeness</a> Co-Lead Counsel	03/04/24	10,000 athletes revive EA college football videogame following NIL litigation.

## CAREER HIGHLIGHTS

Steve's career highlights encompass the top cases in world history both in their historical significance and in their monetary relief. Steve's total settlements are valued at more than \$340 billion, including the infamous Big Tobacco litigation of the 90s, and have had major national impact. Steve's career highlights include Enron pension protection, justice for victims of Harvey Weinstein, restitution for those affected by Volkswagen's Dieselgate scandal, the complete remaking of college sports compensation and more.

His career focus remains clear: steadfast representation for those most in need across the nation. Steve's cases have brought widespread benefit to classes of individuals spanning industries and decades. Lawsuits he has settled have reunited Hungarian Holocaust survivors with priceless family heirlooms, and also enacted major changes in youth soccer and NCAA sports to promote safety and minimize the risk of concussions. Below are Steve's outstanding career highlights.

CASE/ROLE	IMPACT
<a href="#">State Tobacco Litigation</a> Special Assistant Attorney General Representing 13 States	<b>\$260 billion</b> <b>Largest civil settlement in history</b> The multi-state agreement required tobacco companies to pay the states \$260 billion and submit to broad advertising and marketing restrictions, leaving a lasting and widespread impact.

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<p><a href="#">NCAA Student Athlete Name, Image and Likeness</a> Co-Lead Counsel</p>	<p><b>\$22.78 billion</b> <b>Largest antitrust settlement in history</b> Class action against the NCAA and Power Five conferences alleging violations of federal antitrust law regarding payment to college athletes for the use of their names, images and likenesses. After two decades of fighting on behalf of athletes regarding this issue, the firm secured a monumental settlement for a class of more than 400,000 NCAA players. In addition to \$2.78 billion in past damages, the total value of new payments and benefits to college athletes under the new revenue-sharing model is expected to exceed \$20 billion over the next 10 years, making it the largest antitrust class-action settlement in history.</p>
<p><a href="#">Visa Check/MasterMoney Antitrust Litigation</a> Co-lead Counsel</p>	<p><b>\$25 billion</b> <b>Largest antitrust settlement in U.S. history at the time</b> Agreements with Visa and Mastercard secured relief valued at as much as \$25-87 billion, and injunctive relief reducing interchange rates, among other benefits.</p>
<p><a href="#">Volkswagen/Porsche/Audi Emissions Scandal</a> Plaintiffs' Steering Committee and Settlement Negotiating Team</p>	<p><b>\$14.7 billion</b> <b>Largest ever brought against any automaker</b> Hagens Berman's automotive legal team was the first to file in this historic lawsuit against Volkswagen for its emissions cheating and masking of harmful pollutants, culminating in a historic settlement.</p>
<p><a href="#">Volkswagen Franchise Dealerships</a> Lead Counsel</p>	<p><b>\$1.67 billion</b> The firm achieved a monumental settlement on behalf of Volkswagen dealerships across the U.S. blindsided by the automaker's emissions cheating, returning an average payment to each Dealer Settlement Class Member of approximately \$1.85 million.</p>
<p><a href="#">Toyota Sudden, Unintended Acceleration</a> Co-lead Counsel</p>	<p><b>\$1.6 billion</b> <b>Largest automotive settlement in history at the time</b> The firm did not initially seek to lead this litigation but was sought out by the judge for its wealth of experience in managing very complex class-action MDLs.</p>
<p><a href="#">Hyundai / Kia Theta II GDI Engine Fire Hazard Settlement</a> Co-lead Counsel</p>	<p><b>\$1.3 billion</b> The firm achieved a settlement in response to a defect in 4.1 million Hyundai and Kia vehicles equipped with Theta II GDI engines putting owners at risk for spontaneous, non-collision engine fires or premature engine failure.</p>
<p><a href="#">Mercedes BlueTEC</a> Co-lead Counsel</p>	<p><b>\$700 million</b> Spurred by the firm's success in the Volkswagen Dieselgate case, Steve independently tested diesel vehicles across manufacturers, uncovering additional instances of emissions-cheating, masked via illegal defeat devices.</p>
<p><a href="#">Apple E-Books Antitrust</a> Co-lead Counsel</p>	<p><b>\$568 million</b> This antitrust lawsuit alleged Apple and five of the nation's top publishers colluded to raise the price of e-books for U.S. consumers. Steve's litigation resulted in an unheard of recovery equal to twice consumers' actual damages. Apple took the case to the U.S. Supreme Court, where it denied Apple's request to review the case.</p>

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<p><a href="#">McKesson Drug Class Litigation</a> Co-lead Counsel</p>	<p><b>\$350 million</b> Steve was named co-lead counsel in this action that led to a rollback of benchmark prices of hundreds of brand name drugs, and relief for third-party payers and insurers. His discovery of the McKesson scheme led to follow up lawsuits by governmental entities and recovery in total of over \$600 million.</p>
<p><a href="#">Average Wholesale Price Litigation</a></p>	<p><b>\$338 million</b> Drug prices charged to consumers and payers across the nation are significantly more than the cost to produce them. In many cases, Big Pharma conspires with other companies to create these false profits. Hagens Berman has helped several classes of plaintiffs obtain multimillion-dollar judgments.</p>
<p><a href="#">Enron Pension Protection Litigation</a> Co-lead Counsel</p>	<p><b>\$250 million</b> Attorneys represented 24,000 Enron employees claiming the company recklessly endangered retirement funds, causing some employees to lose hundreds of thousands of dollars almost overnight, in a major economic milestone in U.S. history.</p>
<p><a href="#">BoA Home Loans</a></p>	<p><b>\$250 million</b> Following the historic market crash in 2008, Hagens Berman filed this class action against Bank of America, Countrywide and LandSafe, alleging their collusion was in direct violation of the RICO Act and other laws.</p>
<p><a href="#">McKesson Governmental Entity Class Litigation</a> Lead Counsel</p>	<p><b>\$82 million</b> Steve was lead counsel for a nationwide class of local governments that resulted in a settlement for drug price-fixing claims.</p>
<p><a href="#">JPMorgan Madoff Lawsuit</a></p>	<p><b>\$218 million</b> This historic settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion, in which Hagens Berman returned hundreds of millions of dollars on behalf of Bernard L. Madoff investors.</p>
<p><a href="#">NCAA Athletic Grant-in-Aid Cap Antitrust</a> Co-lead Counsel</p>	<p><b>\$208 million</b> Steve pioneered this historic case which forever changed NCAA sports and the lives of 53,748 class members. The case culminated in a \$208 million settlement regarding damages and injunctive relief secured through a unanimous U.S. Supreme Court decision in favor of plaintiffs. According to the Court, the NCAA “permanently restrained and enjoined from agreeing to fix or limit compensation or benefits related to education” that conferences or schools may make available. Schools are now allowed to provide benefits tethered to education up to \$6,000 annually.</p>
<p><a href="#">Apple iOS App Developers Class Counsel</a></p>	<p><b>\$100 million</b> Hagens Berman represented developers of iOS apps sold via Apple’s App Store or featuring in-app sales, alleging the tech giant engaged in anticompetitive practices that harmed developers. The settlement brings important changes to App Store policies and practices. U.S. iOS app developers with less than \$1 million per year in proceeds from App Store sales through all associated developer accounts across the nation can receive hundreds to tens of thousands of dollars from the fund.</p>

<p><a href="#">Google Play Store App Developers</a> Co-lead Counsel</p>	<p><b>\$90 million</b> This antitrust class action accused Google of monopolizing its Play Store through anticompetitive policies, affecting small businesses across the nation. Attorneys for the class of roughly 43,000 Android app developers say some class members will likely see payments in the hundreds of thousands of dollars.</p>
<p><a href="#">Zuora Investor Fraud</a> Lead Counsel</p>	<p><b>\$75.5 million</b> In a showcase of Steve’s securities litigation expertise, this settlement achieved in 2023 provides significant relief to purchasers of the securities of Zuora across the U.S.</p>
<p><a href="#">NCAA Concussions</a> Lead Counsel</p>	<p><b>\$75 million</b> Hagens Berman served as lead counsel in this multidistrict litigation against the NCAA, achieving medical monitoring and injunctive relief in the form of changes to concussion management and return-to-play guidelines. The lawsuit alleged the institutions neglected to protect college athletes from concussions and their aftermath at schools across the country.</p>
<p><a href="#">NCAA/Electronic Arts Name and Likeness</a> Co-lead Counsel</p>	<p><b>\$60 million</b> This first-of-its-kind lawsuit ushered in the first time that hardworking college athletes saw some of the profits from the use of their likeness in video games. More than 24,000 individuals were eligible to receive payment, and checks were issued for up to \$7,600, with a median around \$1,100.</p>
<p><a href="#">Harvey Weinstein Sexual Harassment</a></p>	<p><b>\$17.1 million</b> As the #MeToo movement hit a fever pitch moment, Hagens Berman’s Steve Berman represented a class of those harmed by Harvey Weinstein, a kingpin of sexual harassment in Hollywood. The firm litigated the case through to bankruptcy proceedings in 2020.</p>
<p><a href="#">Youth Soccer Concussions</a></p>	<p>Steve pioneered this first-of-its-kind lawsuit that ended heading for US Soccer’s youngest players to diminish risk of concussions and traumatic brain injuries, changing the game for youth players across the U.S.</p>

## ACTIVITIES

- In April of 2021, the University of Michigan School for Environment and Sustainability (SEAS) launched the Kathy and Steve Berman Western Forest and Fire Initiative with a philanthropic gift from Steve (BS '76) and his wife, Kathy. The program will improve society’s ability to manage western forests to mitigate the risks of large wildfires, revitalize human communities and adapt to climate change. Steve studied at the School of Natural Resources (now SEAS) and volunteered as a firefighter due to his focus on environmental stewardship.
- In 2003, the University of Washington announced the establishment of the Kathy and Steve Berman Environmental Law Clinic. The Berman Environmental Law Clinic draws on UW’s environmental law faculty and extensive cross-campus expertise in fields such as Zoology, Aquatic and Fishery Sciences, Forest Resources, Environmental Health and more. In addition to representing clients in court, the clinic has become a definitive information resource on contemporary environmental law and policy, with special focus on the Pacific Northwest.

## RECOGNITION

- Class Action MVP of the Year, Law360, 2016-2020, 2025
- Lawyer of the Year, Product Liability Litigation — Plaintiffs, Best Lawyers, 2024-2025
- Lawyer of the Year, Litigation – Securities, Seattle, Best Lawyers, 2025
- The Best Lawyers in America, Antitrust Law, Best Lawyers, 2025-2026
- The Best Lawyers in America, Antitrust Litigation, Best Lawyers, 2024-2026
- The Best Lawyers in America, Securities Litigation, Best Lawyers, 2023-2026
- The Best Lawyers in America, Plaintiffs Mass Tort Litigation/Class Actions, Best Lawyers, 2024-2026
- The Best Lawyers in America, Product Liability Litigation — Plaintiffs, Best Lawyers, 2023-2026
- Titan of the Plaintiffs Bar, Law360, 2018, 2020, 2022, 2025
- 500 Leading Lawyers in America, Plaintiff Consumer Lawyers, Lawdragon, 2019-2025
- Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute, 2018, 2019, 2021, 2024
- 500 Global Plaintiff Lawyers, Lawdragon, 2024
- 500 Leading Lawyers in America, Plaintiff Financial Lawyers, Lawdragon, 2019-2025
- Leading Commercial Litigators, The Daily Journal, 2022
- Hall of Fame, Lawdragon, 2022
- Plaintiffs' Attorneys Trailblazer, The National Law Journal, 2017, 2022
- Sports & Entertainment Law Trailblazer, The National Law Journal, 2021
- Elite Trial Lawyers, The National Law Journal, 2014-2016, 2018-2019
- 500 Leading Lawyers in America, Lawdragon, 2014-2019
- Finalist for Trial Lawyer of the Year, Public Justice, 2014
- One of the 100 Most Influential Attorneys in America, The National Law Journal, 2013
- Most Powerful Lawyer in the State of Washington, The National Law Journal, 2000
- One of the Top 10 Plaintiffs' Firms in the Country, The National Law Journal

## PRESENTATIONS

- Steve is a frequent public speaker and has been a guest lecturer at Stanford University, University of Washington, University of Michigan and Seattle University Law School.

## PERSONAL INSIGHT

Steve was a high school and college soccer player and coach. Now that his daughter's soccer skills exceed his, he is relegated to being a certified soccer referee and spends weekends being yelled at by parents, players and coaches (as opposed to being yelled at by judges during the week). Steve is also an avid cyclist and is heavily involved in working with young riders on the international Hagens Berman Axeon cycling team.



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Pasadena, CA 91101

#### YEARS OF EXPERIENCE

11

#### PRACTICE AREAS

Automotive Litigation  
Civil & Human Rights  
Class Action  
Consumer Rights  
Intellectual Property

#### BAR ADMISSIONS

- California

#### COURT ADMISSIONS

- U.S. Court of Appeals for the Ninth Circuit
- U.S. District Court for the Northern District of California
- U.S. District Court for the Central District of California
- U.S. District Court for the Eastern District of California
- U.S. District Court for the Southern District of California
- U.S. District Court for the Eastern District of Michigan

#### EDUCATION

- Loyola Law School, Los Angeles, J.D., 2011, Note and Comment Editor, Loyola of Los Angeles Entertainment Law Review
- University of Chicago, M.A., 2005

R R

## Christopher R. Pitoun

Christopher R. Pitoun has focused on consumer litigation since graduating from law school and has been a key member of trial teams in multiple federal class-action jury trials across the country.

#### CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on nationwide consumer class actions, as well as other complex litigation involving sexual assault and catastrophic injury

#### RECENT SUCCESS

- Fiat Chrysler (FCA) Low Oil Pressure Shut Off*, No. 2:20-cv-11054-JEL-APP (E.D. Mich.), part of team that secured settlement valued at \$108,000,000 in cash and warranty benefits on behalf of nationwide class of car owners against manufacturer
- BofA Countrywide Appraisal RICO*, No. 2:16-cv-04166 (C.D. Cal.), part of team that secured \$250,000,000 settlement on behalf of nationwide class of borrowers against appraiser
- Sake House Restaurants Racial Discrimination Litigation*, Case No. BC7087544 (Cal.Super.), certified for settlement purposes first of its kind hostile work environment class of Hispanic/Latino restaurant workers against employer
- USC, Dr. Tyndall Sexual Harassment*, No. 2:18-cv-04258-SVW-GJS (C.D. Cal.), part of team that secured \$215,000,000 settlement on behalf of class of sexual assault survivors against university and OB-GYN
- Mattel/Fisher Price Rock 'N Play Wrongful Death Cases*, Case No. 19STCV42307 (Cal. Super.) (and related cases), part of team that obtained multiple multimillion-dollar settlements in wrongful death cases on behalf of families whose children died in toy maker's infant sleeper

#### EXPERIENCE

- Prior to joining Hagens Berman, Chris worked as an associate at a large plaintiff's firm gaining extensive experience representing plaintiffs in business litigation involving copyright and trademark disputes, breach of contract claims and breach of fiduciary duty claims. He also worked on a number of nationwide class actions involving products liability matters in the pharmaceutical and construction industries.
- While in law school, Mr. Pitoun externed for the Office of the Attorney General of California's Business and Tax Division where he worked on tax appeals on behalf of the Franchise Tax Board. Mr. Pitoun also served as an editor on the Loyola of Los Angeles Entertainment Law Review.

#### LEGAL ACTIVITIES

- Federal Bar Association

- University of Michigan, B.A., with High Honors, 2004
- London School of Economics, General Course, 2003

#### AWARDS



- American Association for Justice (AAJ)
- Consumer Attorneys of California (CAOC)

#### RECOGNITION

- 500 Leading Plaintiff Consumer Lawyers, Lawdragon, 2024-2025
- Rising Star, Super Lawyers, 2021-2023

#### NOTABLE CASES

- *CVS Generic Drug RICO Litigation*
- *Fiat Chrysler Low Oil Pressure Shut Off*
- *Fiat Chrysler Gear Shifter Rollaway*
- *Gilead HIV TDF Tenofovir Mass Tort*

#### LANGUAGES

- French

#### PERSONAL INSIGHT

Prior to attending law school, Chris taught English and French to high school students in China. Chris later decided to become a lawyer while marketing the film "Michael Clayton." In his spare time, Chris works as a volunteer for the American Friends of the Israel Museum, a non-profit which helps raise funds for the Israel Museum in Jerusalem.

# EXHIBIT 3

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*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

MATT RADDUE, individually; JACK DIEP,  
individually; JORY LEVY, individually;  
CARLOS MAURICIO GIL, individually;  
JAMES DAYAP, individually,

Plaintiffs,

v.

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

Defendants.

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

**DECLARATION OF RUSSELL .  
MAN UM III PH.D. IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

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I, RUSSELL W. MANGUM III, DECLARE, AS FOLLOWS:

**I. INTRODUCTION**

1. My name is Russell W. Mangum III. I am over 18 years of age. I have full knowledge of the matters stated herein and could and would testify thereto.

2. I have been retained by Proposed Class Counsel in this matter to provide an opinion on the proposed methodology for determining the value of the Thursday-Only and Three-Day Tickets attributable to the FP2 Free Practice Run (“FP2”) and an allocation of settlement funds based on this computed value. My opinions and the bases for my opinions are set forth below.

**II. UALIFICATIONS**

3. I am the Executive Vice President at Cirque Analytics. Cirque Analytics is an economic consulting firm that provides economic, financial, and statistical research and analysis to private and public sector clients.

4. I hold a Ph.D. and an M.A. in economics from the University of Southern California, and a B.A. in economics, with honors, from California State University, Fullerton. I have been using econometrics and economic analysis to evaluate and model the effects of anticompetitive behavior for over 30 years. From 1995 to 1998, I served as a staff economist at the United States Federal Trade Commission, in the Antitrust Division of the Bureau of Economics. While at the FTC, I conducted economic investigations into proposed mergers and other business practices with potentially anticompetitive effects, including investigations into coordinated interactions, boycotts, and price fixing. From 1998 through 2001, I was an economist at Nathan Associates (my first tenure at Nathan Associates), where I served as a consulting and testifying economist on various litigation assignments, including antitrust and class action antitrust matters. From 2001 through 2007, I was an economist at PricewaterhouseCoopers and Analysis Group Inc., where I acted as a consulting and testifying economist on various litigation matters, including those related to commercial disputes, alleged intellectual property infringement, and alleged antitrust violations. From 2007 to 2021, I served as an economist and firm officer at Nathan Associates (my second tenure at Nathan Associates), where I acted as a consulting and testifying economist on various litigation matters,

1 including those related to alleged antitrust violations, commercial disputes, and alleged intellectual  
2 property infringement. In April 2021, I moved into my current role at Cirque Analytics.

3 5. I am or have been a member of several professional associations, including the  
4 American Economic Association, the Intellectual Property Law Association, and the American Bar  
5 Association, and I have served as the Chair of the Orange County chapter of the Licensing  
6 Executives Society. I have served on the advisory board of the American Antitrust Institute. I have  
7 also taught courses in undergraduate and graduate economics and econometrics at Johns Hopkins  
8 University, the University of Southern California, Pepperdine University, and recently retired as a  
9 Professor in the School of Business and Economics at Concordia University Irvine.

10 6. My experience in economic analysis includes evaluation of the potentially  
11 anticompetitive effects of business conduct, including the measurement of the effects of such  
12 conduct. In conducting such analyses, I have often analyzed numerous relevant markets (both  
13 geographic and product markets), barriers to entry, market power, and monopolization. My  
14 experience in such matters includes numerous class actions, in which I have analyzed and assessed  
15 commonality of impact and methods I have used databases related to purchase transactions, invoices,  
16 and company financial performance to specify econometric models of pricing and costs, and to  
17 estimate the impacts of false claims, data breach, and business combinations and cartel behavior, on  
18 both direct and indirect purchasers.

19 7. Cirque Analytics currently charges its usual and customary rate of \$1,000 per hour for  
20 my work in this matter. Professional staff members employed by Cirque Analytics also assist me.  
21 Neither my compensation nor that of Cirque Analytics is contingent upon the outcome of this case.

22 8. My curriculum vitae is attached to this declaration as Appendix A. Also included in  
23 Appendix A is a list of the matters in which I have testified in the past four years, along with a list of  
24 my publications for at least the past ten years.

### 25 III. CASE AC ROUND

26 9. In the sections below, I briefly discuss the allegations Plaintiffs have made in this  
27 case. I also provide an overview of the proposed Class Definition and the parties to this case.

1           10. In the First Amended Consolidated Class Action Complaint (“FACC”), Plaintiffs  
2 allege that on or about November 16, 2023, during the 2023 Las Vegas Grand Prix, one of the  
3 drivers struck a manhole or water valve cover (“Water Valve Cover”) on the racetrack roughly nine  
4 minutes into the first practice run (“FP1”). FACC 3. The Water Valve Cover became dislodged and  
5 destroyed the underside of the racecar sending debris onto the racetrack. *d.* A second racecar was  
6 soon thereafter damaged when it struck the debris from the first racecar. Race officials immediately  
7 stopped FP1. *d.*

8           11. Plaintiffs allege that the remainder of FP1 was cancelled and second practice run  
9 (“FP2”) was rescheduled from 12:00 a.m. to 2:30 a.m. Friday morning. FACC 4. Plaintiffs allege  
10 that at 1:30 a.m. Friday morning, Defendants Liberty Media Corporation (“Liberty”) and Las Vegas  
11 Grand Prix, Inc. (“LVGP”) removed all of the spectators from the viewing areas. *d.* Plaintiffs allege  
12 that Defendants removed spectators from the viewing areas because Defendants failed to staff  
13 security and transportation personnel to keep the racing facilities and viewing areas open to  
14 ticketholders past 1:30 a.m. Friday morning *d.*

15           12. Plaintiffs allege that approximately 35,000 ticket holders had their admission revoked  
16 without cause before FP2 began. FACC 44. As a result, Plaintiffs allege that they could not watch  
17 FP2 which did in fact go forward at 2:30 a.m. Friday morning. *d.* Plaintiffs also allege that  
18 Defendants did not provide refunds of any kind. FACC 7.

19           13. Plaintiffs allege that under the “Ticket Terms”, Plaintiffs are entitled to refunds if  
20 their admission is revoked without cause or if the event is canceled and not rescheduled for any  
21 reason. FACC 46-47.

22           14. Plaintiffs have brought a single breach of contract claim and seek partial refunds for  
23 FP2 that they paid to see but were precluded by Defendants from attending.

24           15. I understand that the parties seek to certify the proposed Settlement Class defined as  
25 follows:

26                   means all persons or entities who (i) purchased a Thursday-Only Ticket  
27 or a Three-Day Ticket directly from LVGP, or possessed a transferred  
28 Thursday-Only Ticket or Three-Day Ticket received from a person or  
entity who originally purchased such ticket from LVGP, and (ii)

attended Day One of the 2023 Las Vegas Grand Prix by scanning such ticket for entry before 11:59:59 P.M. on November 16, 2023.<sup>1</sup>

**IV. MATERIALS RELIED UPON AND ASSUMPTIONS**

16. In preparing this declaration, I have relied on:

- a. The First Amended Consolidated Class Action Complaint
- b. Information provided by counsel regarding the value of the settlement fund
- c. Information provided by counsel regarding the allocation formula
- d. Information provided by counsel regarding the events and entertainment granted by a Thursday-Only Ticket or a Three-Day Ticket
- e. Data produced by Defendants regarding the number of Thursday-Only Ticket and Three-Day Ticket purchasers who entered the Race Viewing areas on November 16, 2023
- f. Data produced by Defendants regarding Thursday-Only Ticket and Three-Day Ticket prices.

17. The conclusions reached in this report are based on the information and data that have been reviewed to date. In the event that additional data or information becomes available, whether through discovery or other sources, I reserve the right to update my analysis and conclusions appropriately.

18. For purposes of this Declaration and determining whether the proposed allocation is fair and reasonable from an economic perspective, I have accepted the percentage of ticket prices allocated to FP2, as agreed by the parties.

<sup>1</sup> I understand that the proposed Settlement Class excludes (i) the United States District Judge and United States Magistrate Judge assigned to the Action, and any member of their staffs or their immediate families; (ii) the Honorable James Otero (Ret.) and any member of his staff or his immediate family; (iii) Defendants, and any of Defendants’ corporate affiliates, subsidiaries, officers, directors, employees, legal representatives, successors, and assigns; (iv) any person or entity who timely opts out of the Class; (v) all persons or entities who purchased or possessed a ticket that LVGP sold internally to LVGP and Liberty personnel or associated individuals; (vi) all persons or entities who purchased or possessed a ticket that LVGP sold to F1 teams, F1’s partners, LVGP’s partners, and resellers, as each of these classes of tickets is designated in LVGP’s internal records; and (vii) all persons or entities who received a transferred Paddock Club ticket (which was a certain type of Three-Day Ticket Defendants sold directly to certain Class Members).

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**V. ALLOCATION PLAN**

19. It is my understanding that if the Settlement Agreement is approved, Defendants will pay \$3,047,986 to create a non-reversionary settlement fund. This fund will first be used to pay Administration Costs, Attorneys’ Fees, Costs and Expenses, and Class Representative Service Awards.

20. What remains in the settlement fund will be referred to as the “Net Class Settlement Fund.” Payments from the Net Class Settlement Fund are intended to compensate Class Members for FP2 *only*. FP2 is the only racing session that went forward for which Class Members were not allowed to attend. FACC 44, 47.

21. It is my understanding that Class Members for whom Defendants have a record of payment will automatically receive a settlement payment. This group consists of purchasers or transferees of 3,606 Thursday-Only Tickets and 14,338 Three-Day Tickets. I understand that the figure for purchasers of Three-Day Tickets includes 605 Paddock Club tickets which are a type of Three-Day Ticket for which no scanning data exists. The parties are assuming that all Paddock Club ticket purchasers entered the viewing facilities before 11:59:59 P.M. on November 16, 2023. Other Class Members for whom Defendants do not have a record of payment will be entitled to make a claim and receive a payment once they provide adequate proof to support their claim of purchase and attendance. This group consists of purchasers or transferees of up to 44 Thursday-Only Tickets and 14,231 Three-Day Tickets.

22. It is my understanding that the Net Class Settlement Fund will be distributed to all Class Members who do not timely opt-out, with these payments exhausting the Net Class Settlement Fund.

23. Each share for a Thursday-Only Ticket will be adjusted *pro rata*. Similarly, each share for a Three-Day Ticket will be adjusted *pro rata*.

**A. C E d A**

24. The Entitled Amounts are calculated as follows:

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- a. Thursday-Only Ticket Entitled Amount (Average Ticket Price for a Thursday-Only Ticket) ( of a Thursday-Only Ticket’s Value attributable to FP2) (1 - Uncertainty Discount )
- b. Three-Day Ticket Entitled Amount (Average Ticket Price for a Three-Day Ticket) ( of a Three-Day Ticket’s Value Attributable to FP2) (1 - Uncertainty Discount )

**A r P r r T r d O d T r D T**

25. Based on the data provided by Defendants, the average price of a Thursday-Only Ticket is \$274, and the average price of a Three-Day Ticket is \$3,235.

**D r V P r F P r T r d O d T r D T**

26. The next step was to identify the value portion of FP2 to the Thursday-Only and Three-Day Tickets. I understand the Thursday-Only Ticket only entitled its purchaser to attend the first night of racing sessions (i.e., FP1 and FP2) and enjoy any live entertainment, food, and beverage options for that single evening. I also understand the Three-Day Ticket entitled its purchaser to attend FP1 and FP2 and live entertainment, food, and beverage for the first day, in addition to events and activities on day two and day three, including the third practice run (FP3), grand prix race qualifying sessions (“qualifying”), and the actual grand prix race. Because the Thursday-Only Ticket entitled its purchaser to a smaller bundle of racing sessions and entertainment compared to the Three-Day Ticket, the value portion of FP2 will be higher as a percentage of the Thursday-Only Ticket’s value compared with FP2’s value portion in the Three-Day Ticket.

27. For the Thursday-Only Ticket, I understand the parties placed 80 of those tickets value to FP1 and FP2, leaving 20 of the value allocated to live entertainment, food, and beverage. In addition, the parties placed equal weight on FP1 and FP2, each having an estimated 40 of the first day’s value.

28. For the Three-Day Ticket, I understand the parties placed 12 of that ticket value to FP1 and FP2, leaving the remaining 88 value to the remaining two days of driving (practice, qualifying, and racing) along with all three days of related live entertainment, food, and beverage.

1 Given equal weight to FP1 and FP2, the portion of value of FP2 was estimated at 6 of a Three-Day  
2 Ticket.

3 **U r D**

4 29. The settlement between the parties accounted for litigation risk. While each side may  
5 believe strongly in the merits of their case, ultimately litigation outcomes are uncertain. In this case,  
6 I understand the parties agreed to a settlement prior to a decision by the Court regarding Defendant’s  
7 second motion to dismiss (Dkt. 79), the Court’s evaluation of class certification issues, any motions  
8 for summary judgement, and a jury trial. Also, even assuming success by the Plaintiffs in  
9 establishing liability through trial, it is unknown what value a jury or the Court may deem  
10 appropriate for FP2.

11 30. Here, I understand the parties estimate that the litigation uncertainty discount at 46 .

12 31. Using these inputs, the Entitled Amounts are:

13 a. Thursday-Only Ticket Entitled Amount (\$274 price) (40 FP2 value  
14 portion) (54 uncertainty factor).

15 \$59.18

16 b. Three-Day Ticket Entitled Amount (\$3,235 price) (6 FP2 value portion)  
17 (54 uncertainty factor).

18 \$104.81

19 **. C A N C S F d**

20 32. Before payments can be distributed to Class Members, proceeds from the settlement  
21 fund will first be used to pay Administration Costs, Attorneys’ Fees, Costs and Expenses, and Class  
22 Representative Service Awards.

23 33. It is my understanding that Administration Costs are currently estimated to be  
24 \$76,306.00. It is also my understanding that counsel will seek Attorneys’ Fees no more than 30 of  
25 the settlement fund or \$914,395.80. It is also my understanding that costs and expenses are estimated  
26 to be approximately \$36,000. Plaintiffs are seeking combined service awards of \$12,500 (\$2,500 for  
27 each of the five named Plaintiffs). These numbers add up to \$1,039,201.80.

1 34. The Net Class Settlement Fund is equal to \$2,008,784.20 ( \$3,047,986 -  
2 \$1,039,201.80).

3 35. The value of the Net Class Settlement Fund assumes that the Court will grant the  
4 maximum attorney’s fees and service awards being requested, and that the cost estimates are correct.  
5 If any of these figures end up lower, then the value of the Net Class Settlement Fund will increase.

6 **C. C T E**

7 36. The Total Entitlement is calculated as (Number of Thursday-Only Ticket Class  
8 Members x Thursday-Only Ticket Entitled Amount) (Number of Three-Day Ticket Class  
9 Members x Three-Day Ticket Entitled Amount).

10 37. The number of Class Members owed an Entitled Amount will not be known until the  
11 parties know the total number of participating Class Members (due to uncertainty regarding  
12 participation by potential class members that are required to submit valid claim forms).

13 38. If every possible Class Member who is required to make a claim succeeds in making  
14 a valid claim, there will be 3,650 Thursday-Only Tickets, and 28,569 Three-Day Tickets eligible for  
15 compensation.<sup>2</sup> Under this scenario, the Total Entitlement amounts to \$3,210,323.89 ( 3,650 x  
16 \$59.18) (28,569 x \$104.81).

17 39. Similarly, if no valid claims are made, there will be 3,606 Thursday-Only Tickets,  
18 and 14,338 Three-Day Tickets eligible for compensation. Under this scenario of no additional valid  
19 claims, the Total Entitlement amounts to \$1,716,168.86 ( 3,606 x \$59.18) (14,338 x \$104.81).

20 **D. C D r F r**

21 40. Distribution Factor means the Net Class Settlement Amount divided by Total  
22 Entitlement. Assuming every possible Class Member who is required to make a claim succeeds in  
23 making a valid claim, the Distribution Factor is 62.6 ( \$2,008,784.20 \$3,210,323.89).  
24 Assuming no valid claims are made, the Distribution Factor is 117.1 ( \$2,008,784.20  
25 \$1,716,168.86).

26 **E. C A P**

27  
28 <sup>2</sup> See *supra* 21.

1 41. "Actual Payment Amount to Thursday-Only Ticket Class Members" equals the  
2 Thursday-Only Ticket Entitled Amount multiplied by the Distribution Factor or  $\$59.18 \times$   
3 Distribution Factor. If every possible Class Member who is required to make a claim succeeds in  
4 making a valid claim, each Thursday-Only Ticket Class Member will have an Actual Payment of  
5  $\$37.05$  (  $\$59.18 \times 62.6$  ). If no valid claims are made, each Thursday-Only Ticket Class Member  
6 will have an Actual Payment of  $\$69.30$  (  $\$59.18 \times 117.1$  ).

7 42. "Actual Payment Amount to Three-Day Ticket Class Members" equals the Three-  
8 Day Ticket Entitled Amount multiplied by the Distribution Factor or  $\$104.81 \times$  Distribution Factor.  
9 If every possible Class Member who is required to make a claim succeeds in making a valid claim,  
10 each Three-Day Ticket Class Member will have an Actual Payment of  $\$65.61$  (  $\$104.81 \times 62.6$  ).  
11 If no valid claims are made, each Three-Day Ticket Class Member will have an Actual Payment of  
12  $\$122.73$  (  $\$104.81 \times 117.1$  ).

13 43. For both Thursday-Only Ticket Class Members and Three-Day Ticket Class  
14 Members, this represents a return ranging from 33.8 to 63.2 for the value of FP2.<sup>3</sup>

15 **VI. THE ALLOCATION PLAN IS ECONOMICALLY REASONABLE**

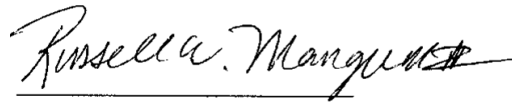
16 44. The proposed plan outlined above is rooted in the portion of the ticket value  
17 associated with the product the Class Members were deprived of receiving. Stated differently, the  
18 percentage of the Thursday-Only Tickets and Three-Day Tickets value attributable to FP2 is a  
19 representation of the value portion not provided to Class Members. These portions are reflections of  
20 what the ticketholders paid for but did not receive from Defendants. The value portions agreed to by  
21 the parties account for both the number of racing sessions and the non-racing entertainment and  
22 services available to the ticket holders. Given the wider collection of events and entertainment  
23 available through the Three-Day Tickets, it is expected that the value portion of the ticket (6 )

24 \_\_\_\_\_  
25 <sup>3</sup> Plaintiffs value the FP2 as approximately 40 of the Thursday-Only Ticket's value. In dollar  
26 terms, this values FP2 at  $\$109.60$  (  $\$274 \times 0.40$ ). Plaintiffs value the FP2 as approximately 6 of the  
27 Thursday-Only Ticket's value. In dollar terms, this values FP2 at  $\$194.10$  for Three-Day Ticket  
28 purchasers (  $\$3,235 \times 0.06$ ). Taking the amounts that would be received by each Class Member,  
assuming all claim forms submitted ( $\$37.05$  and  $\$65.61$ , respectively) divided by the FP2 values  
( $\$109.60$  and  $\$194.10$ , respectively) yields 33.8 . Taking the amounts that would be received by each  
Class Member assuming no voluntary supplemental claim forms submitted ( $\$69.30$  and  $\$122.73$ ,  
respectively) divided by the FP2 values ( $\$109.60$  and  $\$194.10$ , respectively) yields 63.2 .

1 attributed to FP2 would be less than that for the Thursday-Only Tickets (40%). At the same time,  
2 Three-Day ticketholders likely represent individuals that value Grand Prix overall more than the  
3 Thursday-Only ticketholders on average. Therefore, it is reasonable that the computed (dollar) value  
4 corresponding to FP2 is greater for the Three-Day ticketholders. The presented method for allocating  
5 damages is also fair and reasonable because it is adjusted *pro rata* depending on the number of Class  
6 Members. Within the group of Thursday-Only Tickets or within the group of Three-Day Tickets, no  
7 particular Class Member disproportionately benefits from a low participation rate and no Class  
8 Member is excessively harmed from a high participation rate.

9 I declare under penalty of perjury under the laws of the United States of America that the  
10 foregoing is true and correct.

11 Executed this 27th day of February, 2026, at Irvine, CA.

12  
13  
14 

15  
16 RUSSELL W. MANGUM III

# EXHIBIT 4

1 Steve Dimopoulos, Esq.  
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2 Paul A. Shpirt, Esq.  
Nevada Bar No. 1044  
3 Jared Kahn, Esq.  
Nevada Bar No. 12603  
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christopherp@hbsslaw.com

10 *Attorneys for Plaintiffs*  
[Additional Counsel Listed on Signature Page]

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,  
16 JR., on behalf of themselves and all others  
similarly situated,

17 Plaintiffs,

18 v.

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

23 Defendants.  
24

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

**DECLARATION OF WILLIAM W.  
WICKERSHAM IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL**

1 I, WILLIAM W. WICKERSHAM, declare as follows:

2 1. I am Senior Vice President of Business Development and Client Relations for RG/2  
3 Claims Administration LLC (“RG/2 Claims”), whose address is 30 South 17<sup>th</sup> Street, Philadelphia,  
4 PA 19103. I am over the age of 18, have personal knowledge of the matters set forth herein, and if  
5 called upon to do so, could testify competently to them. I submit this declaration in connection with  
6 Plaintiffs’ Unopposed Motion for Preliminary Approval Approving Class Notice.

7 2. RG/2 Claims is a full-service class action settlement administrator offering notice,  
8 claims processing, allocation, distribution, tax reporting, and class action settlement consulting  
9 services. RG/2 Claims’ experience includes the provision of notice and administration services for  
10 settlements arising from antitrust, consumer fraud, civil rights, employment, negligent disclosure,  
11 and securities fraud allegations. Since 2000, RG/2 Claims has administered and distributed in excess  
12 of \$1.7 billion in class action settlement proceeds.

13 3. RG/2 Claims was retained by Class Counsel, subject to Court approval, to provide  
14 notice and settlement administration services in connection with the proposed class notice in the  
15 above-referenced matter. At the request of Class Counsel, I am providing this declaration to provide  
16 the Court information about the procedures and policies RG/2 Claims has in place to handle the  
17 notice and settlement administration process for this matter and the effectiveness of the form and  
18 nature of the class notice.

19 4. Pursuant to the Settlement Agreement, the Class consists of ““Class” or “Class  
20 Member(s)” means all persons or entities who (i) purchased a Thursday-Only Ticket or a Three-  
21 Day Ticket directly from LVGP, or possessed a transferred Thursday-Only Ticket or Three-Day  
22 Ticket received from a person or entity who originally purchased such ticket from LVGP, and  
23 (ii) attended Day One of the 2023 Las Vegas Grand Prix by scanning such ticket for entry before  
24 11:59:59 P.M. on November 16, 2023. The Class excludes: (i) the United States District Judge and  
25 United States Magistrate Judge assigned to the Action, and any member of their staffs or their  
26 immediate families; (ii) the Honorable James Otero (Ret.) and any member of his staff or his  
27 immediate family; (iii) Defendants, and any of Defendants’ corporate affiliates, subsidiaries,  
28 officers, directors, employees, legal representatives, successors, and assigns; (iv) any person or

1 entity who timely opts out of the Class; (v) all persons or entities who purchased or possessed a  
2 ticket that LVGP sold internally to LVGP and Liberty personnel or associated individuals; (vi) all  
3 persons or entities who purchased or possessed a ticket that LVGP sold to F1 teams, F1's partners,  
4 LVGP's partners, and resellers, as each of these classes of tickets is designated in LVGP's internal  
5 records; and (vii) all persons or entities who received a transferred Paddock Club ticket (which was  
6 a certain type of Three-Day Ticket Defendants sold directly to certain Class Members).

7 5. A copy of RG/2 Claims' firm background and capabilities is attached hereto as  
8 Exhibit A. I, and in consultation with counsel in the present litigation designed the Notice Plan in  
9 the above-captioned action ("Notice Plan"). This Declaration described the constitute parts of the  
10 Notice Plan and how the Notice Plan is designed to effectively reach the Class. The Notice Plan  
11 developed by RG/2 Claims to reach the Class is consistent with other effective court-approved notice  
12 programs, and the Federal Judicial Center's (FJC) Judges' Class Action Notice and Claims Process  
13 Checklist and Plain Language guide.

14 6. We have designed the Notice Plan that includes the following elements:

- 15 (a) Direct Emailed Notice;
- 16 (b) Mailed Postcard Notice;
- 17 (c) Long Form Notice;
- 18 (d) PR Newswire Press Release
- 19 (e) A dedicated case website at [www.lvgp2023ticketsettlement.com](http://www.lvgp2023ticketsettlement.com) through  
20 which Class Members can obtain detailed information about the pending  
21 litigation and access the Class Notice, Long Form Notice, and case  
22 documents; and
- 23 (f) A toll-free telephone number that Class Members can obtain additional  
24 information about the litigation and review a copy of the Long Form Notice.

#### 25 **DIRECT NOTICE**

26 7. Direct notice will be provided by email to all Class Members for whom Defendant  
27 has a current email address. Based upon information provided by Class Counsel, Defendant has  
28 email and/or mailing addresses the Class, which consists of approximately 32,219 class members.

1 8. RG/2 Claims will transmit an electronic version of the Notice of Pendency of Class  
2 Action (“Class Notice”) to the Class Members for whom Defendants have e-mail contact  
3 information. RG/2 Claims will follow standard e-mail best practices to increase deliverability and  
4 bypass junk and SPAM filters, including through use of “unsubscribe” links and RG/2 Claims’  
5 contact information.

6 9. After disseminating e-mail notice, RG/2 Claims will track e-mail delivery attempts.  
7 If an item is returned as undeliverable (commonly referred to as a “bounce”) a reason is provided.  
8 If the return indicates that the e-mail address does not exist as attempted (commonly referred to as a  
9 “hard bounce”) no additional attempts to deliver the e-mail will be made. If the returned e-mail  
10 indicates that the target inbox is full, that delivery has been blocked or deferred by the internet  
11 service provider, or that any other circumstances prevent delivery (commonly referred to as a “soft”  
12 bounce), RG/2 Claims will attempt to re-send the e-mail for period of 72 hours. If the e-mail still  
13 cannot be delivered after the 72-hour period, it will be deemed undeliverable and no additional  
14 delivery attempts will be made.

15 10. For Class Members whose e-mail notice is undeliverable, RG/2 Claims will mail by  
16 USPS First Class Mail a Postcard Notice version of the Class Notice (“Postcard Notice”). Prior to  
17 the mailing of the Postcard Notice the addresses for the Class Members will be run through the USPS  
18 National Change of Address Database to capture any updated addresses for the Class Members that  
19 were reported to the USPS. Any Postcard Notices returned as undeliverable will be processed and  
20 RG/2 Claims will run those addresses through a skip-tracing process to identify a more current viable  
21 mailing address and re-mailed to that updated address.

22 11. The combination of direct email notice and postcards should reach at least 90 percent  
23 of the Class.

24 **PRESS RELEASE**

25 12. RG/2 Claims will also issue a Press Release through PR Newswire to raise awareness  
26 of the settlement and it will be offered to online news outlets and other sites.

**CASE WEBSITE**

12. Prior to the launch of the Notice Plan, RG/2 Claims will establish a case website for the purposes of acting as a repository for the Class Notice, Long Form Notice, and other pertinent information about the case and associated Court Orders and pleadings.

13. RG/2 Claims will work with the counsel to update the case website to finalize the content for the website. The website will provide Class Members with general information about the case, answers to frequently asked questions, important dates and deadline information, a collection of downloadable Court documents related to the litigation (including the Class Notice, the operative complaint and the Class Certification Order), and the contact information for the Claims Administrator.


14. For Class Members who need to fill out a Claim Form, Claim Forms and instructions on how to fill it out will be available on the website. Plaintiffs will also be able to submit their Claim Form and supporting documentation on the website for review.

**TOLL-FREE HELPLINE**

14. Prior to the launch of the notice campaign, RG/2 Claims will make available a toll-free number to assist potential Class Members and any other persons seeking information about the litigation and to addresses any questions about the case.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on February 27, 2026.

  
\_\_\_\_\_  
William W. Wickersham

## **Exhibit A**



## SETTING A NEW STANDARD IN CLASS ACTION CLAIMS ADMINISTRATION

PHILADELPHIA • NEW YORK • ATLANTA • SAN DIEGO • SAN FRANCISCO

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**4 Class Action Experience**

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**7 Full Life-Cycle Support for Your Class Action**

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**8 Range of Services**

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## Class Action Experience

### High-Quality Service at Competitive Rates

RG/2 Claims seasoned professionals utilize their vast class action experience, tax and financial management resources to deliver high-quality service at competitive rates.

RG/2 Claims is a boutique class action claims administration firm with a nationwide presence founded by seasoned class action practitioners and highly credentialed tax professionals. Our leadership team has a collective 100 years' experience working in the field of class action litigation and settlement administration to leverage for the benefit of counsel. Our team of driven class action attorneys, *highly credentialed CPAs and forensic accountants* approach each matter with a personal goal to shepherd the settlement through the process from settlement negotiations through final approval. Our personal attention and care ensures that the administration is handled in a seamless matter that allows counsel to proceed with the knowledge and confidence that their settlement will receive the attention and care that they demand. In addition, our operations and IT personnel bring individualized innovations to each engagement, driving the notice and settlement administration to conclusion. We have the experience to handle large settlements with the personal attention and care expected from a boutique firm.

RG/2 Claims recognizes that cutting-edge technology is the key to efficient and reliable claim processing. Our IT Group, including an experienced web design team, enables RG/2 Claims to employ technologies used to enhance accuracy, efficiency and interaction of all participants in the claims process. Our approach focuses on analysis of case needs, development of solutions to maximize resources and reduce costs through accurate and efficient data collection and entry, and ongoing maintenance and support. Throughout the entire claims process, our goal is to (1) optimize completeness, accuracy and efficiency of the data management system, including online integration; (2) validate critical fields and data; and (3) track opt-outs and claimant responses. RG/2 Claims' proprietary database application provides a *single source for managing the entire claims administration process and expediting decision making and resource management*. From the initial mailing through distribution of settlement funds and reconciliation of distributed payments, RG/2 Claims' CLEVerPay® system centralizes data, facilitating information sharing and efficient communication.



## Cutting-Edge Technology and Skilled Resources

**The CLEVerPay® System: A proprietary and revolutionary application developed exclusively by RG/2 Claims.**

At RG/2 Claims, we developed a proprietary and customizable database with the goal of providing single-source management throughout the claims administration process, expediting decision making and resource management.

From the initial mailing through distribution of settlement funds and reconciliation of payments, RG/2 Claims' CLEVerPay® system centralizes the entire process while providing information sharing and communications solutions.

Our CLEVerPay® system is a robust and user-friendly resource that can be easily customized to meet your administration and distribution needs. We recognize how essential it is for data to be clean, centralized and readily accessible. RG/2 Claims' CLEVerPay® system has the capacity to assimilate and analyze large amounts of raw data from multiple inputs, to convert that raw data into useful information and to distribute the useful information in a variety of formats.

The integration of these elements results in timely and accurate distribution of secure payments generated from RG/2 Claims' single-source CLEVerPay® system.

For more information, please visit our website to download our CLEVerPay® System Datasheet at: <http://www.rg2claims.com/pdf/cleverPayDatasheet.pdf>.

# Locations



## PHILADELPHIA

30 South 17th Street • Philadelphia, PA 19103-4196  
P 215.979.1620 • F 215.979.1695

## NEW YORK

1540 Broadway • New York, NY 10036-4086  
P 212.471.4777 • F 212.692.1020

## ATLANTA

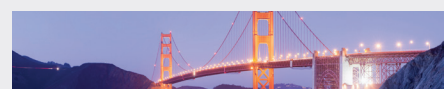
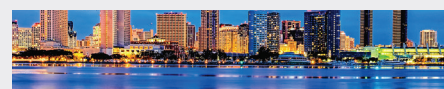
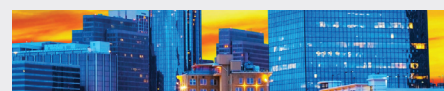
1075 Peachtree Street NE, Suite 2000 • Atlanta, GA 30309-3929  
P 404.253.6904 • F 404.253.6905

## SAN DIEGO

750 B Street, Suite 2900 • San Diego, CA 92101-4681

## SAN FRANCISCO

Spear Tower • One Market Plaza, Suite 2200 • San Francisco, CA 94105-1127  
P 415.957.3011 • F 415.957.3090



## Full Life-Cycle Support for Your Class Action With You Every Step of the Way

Whether engaged as a court-appointed settlement administrator, claims agent or disbursing agent, RG/2 Claims offers a complete range of claims, settlement administration and investment management services, including but not limited to:

### PROFESSIONAL CASE MANAGEMENT CONSULTING

RG/2 Claims provides custom pre-settlement consultation and highly personalized attention throughout the life cycle of settlement administration. Each retention begins with an in-depth consultation concerning the specific needs of the case. Our professionals routinely and proactively identify administrative concerns and identify and propose solutions that avoid delay and remove unpredictability from the equation. We work through a coordinated approach involving a core of specialists that are intimately familiar with the case entrusted to our care. Our retentions result in effective and efficient solutions and greater peace of mind for busy lawyers.

### NOTIFICATION PLANNING AND CAMPAIGNS

Whether routine or innovative, RG/2 Claims designs cost-effective and thorough notification plans that will suit your budget whether the settlement is national in scope or highly localized. RG/2 Claims guides you through the array of notice publication options at your disposal in a variety of media formats.

### WEBSITE DESIGN

RG/2 Claims can assist in the design and hosting of a website specific to the client's needs to allow for document posting, as well as pertinent information and deadlines about the case. RG/2 Claims can also provide various options for claims filing, which includes an online portal that allows claimants to submit their claims and supporting documentation through the website.

### CLAIMS PROCESSING

RG/2 Claims utilizes a proprietary and customizable database that provides a single-source management tool throughout the claims administration process, expediting decision making and resource management. RG/2 Claims' proprietary and sophisticated CLEVerPay<sup>®</sup> system centralizes the entire process while providing information sharing and communications solutions, from the initial mailing through distribution of settlement funds and reconciliation of payments.

### DISTRIBUTION AND TAX SERVICES

RG/2 Claims' in-house tax, accounting and financial services professionals provide disbursement services, including management of checking, sweep, escrow and related cash accounts, as well as non-cash assets, such as credits, gift cards, warrants and stock certificates. RG/2 Claims' in-house CPAs provide a broad array of accounting services, including securing private letter rulings from the IRS regarding the tax reporting consequences of settlement payments, the preparation of settlement fund tax returns and the preparation and issuance of IRS Forms 1099 and W-2.

## Range of Services

# Offering Unparalleled Value

RG/2 offers a range of quality value-added services for your class action administration.

### SECURITIES

RG/2 Claims' highly experienced team uses its various resources to locate beneficial holders of securities, including working with the Depository Trust Company and a proprietary list of nominee firms to identify and mail notices to the class. With RG/2 Claims' CLEVerPay system, claims are processed efficiently and accurately using our proprietary damage grid that calculates class member damages in accordance with a broad array of complex plans of allocation. Claims are automatically flagged through a validation process so RG/2 Claims can communicate with class members concerning their claims and can assist them in filing claims that are complete and properly documented. Once ready for distribution, RG/2 Claims conducts an audit of the claims to insure against calculation errors and possible fraudulent claims. Once the audit is completed, RG/2 Claims calculates distribution amounts for eligible class members in accordance with the plan of allocation and issues checks and any applicable tax documents. RG/2 Claims is also often called upon to act as the Escrow Agent for the Settlement Fund, investing the funds and filing all required tax returns.

### ANTITRUST

Because of the high-dollar settlements involved in most antitrust cases and potential large recoveries on behalf of class members, RG/2 Claims understands the importance of accuracy and attention to detail for these cases. RG/2 Claims works with counsel to arrive at the best possible plan to provide notice to the class. With RG/2 Claims' CLEVerPay system, claims filed with a large volume of data, which is common in an antitrust case, can be quickly and easily uploaded into our database for proper auditing. Our highly-trained staff consults with counsel to apply an audit plan to process claims in an efficient manner while ensuring that all claims meet class guidelines. Once ready for distribution, RG/2 Claims calculates check amounts for eligible class members in accordance with the plan of allocation and will issue checks (including wire transfers for large distributions) as well as any necessary tax documents. RG/2 Claims is also available to act as the Escrow Agent for the Settlement Fund, investing the funds and filing all required tax returns.

### EMPLOYMENT

With an experienced team of attorneys, CPAs, damage experts and settlement administrators, RG/2 Claims handles all aspects of complex employment settlements, including collective actions, FLSA, gender discrimination, wage-and-hour and, in particular, California state court class and PAGA settlements. RG/2 Claims utilizes technological solutions to securely receive and store class data, parse data for applicable employment information, personalize consents forms or claim forms, collect consents or claims electronically, calculate settlement amounts and make payments through our proprietary CLEVerPay system. Our proprietary database also allows for up-to-the-minute statistical reporting for returned mail, consents or claims received and exclusions submitted. Our CPAs concentrate on withholding and payroll issues and IRC section 468(B) compliance and reporting. Customizable case-specific websites allow for online notification and claims filing capabilities. With Spanish/English bilingual call center representatives on-staff, class members are provided immediate attention to their needs.

### CONSUMER

RG/2 Claims handles a wide range of complex consumer matters with notice dissemination to millions of class members and with settlements involving cash, coupons, credits and gift cards. Our experienced claims administrators are available to provide guidance on media, notice and distribution plans that are compliant with the Class Action Fairness Act and the state federal rules governing notice, and that are most beneficial to the class. Our proprietary CLEVerPay system provides a secure and efficient way to track class member data, claims and payments. Integrated with our database, we can provide a user-friendly claims filing portal that will allow class members to complete a static claim form or log-in using user-specific credentials to view and submit a claim personalized just for that user. A similar online portal can be provided as a highly cost-effective method for distribution where the class member can log in to obtain coupons, vouchers or credits as their settlement award.

Effective administration requires proactive planning and precise execution. Before we undertake any matter, we work with you to develop a specific plan for the administration of your case. The service plan is comprehensive, complete and tailored to your specific needs.

**RG/2 CLAIMS PROVIDES THE SERVICES SUMMARIZED BELOW:**

- Technical consultation during formulation of settlement agreement, including data collection criteria and tax consequences
- Design and development of notice and administration plan, including claim form design and layout
- Claim form and notice printing and mailing services
- Dedicated claimant email address with monitoring and reply service
- Calculation and allocation of class member payments
- Claim form follow-up, including issuing notices to deficient and rejected claims
- Mail forwarding
- Claimant locator services
- Live phone support for claimant inquiries and requests
- Claim form processing
- Claim form review and audit
- Check printing and issuance
- Design and hosting of website access portals
- Online claim receipt confirmation portal
- Ongoing technical consultation throughout the life cycle of the case
- Check and claim form replacement upon request

**WE ALSO PROVIDE THE FOLLOWING OPTIONAL SERVICES:**

- Periodic status reporting
- Customized rapid reporting on demand
- Issue reminder postcards
- Consultation on damage analyses, calculation and valuation
- Interpretation of raw data to conform to plan of allocation
- Issue claim receipt notification postcards
- Online portal to provide claims forms, status and contact information
- Dedicated toll-free claimant assistance line
- Evaluation and determination of claimant disputes
- Opt-out/Objection processing
- Notice translation
- Integrated notice campaigns, including broadcast, print and e-campaigns
- Pre-paid claim return mail envelope service
- Web-based claim filing
- 24/7 call center support
- Damage measurement and development of an equitable plan of allocation

**WE ALSO PROVIDE CALCULATION AND WITHHOLDING OF ALL REQUIRED FEDERAL AND STATE TAX PAYMENTS, INCLUDING:**

- Individual class member payments
- Qualified Settlement Fund (QSF) tax filings
- Employment tax filings and remittance
- Generation and issuance of W-2s and 1099s
- Integrated reporting and remittance services, as well as client-friendly data reports for self-filing

**Don't see the service you are looking for?  
Ask us. We will make it happen.**



FOR MORE INFORMATION, PLEASE CONTACT:

Phone: 1.866.742.4955 (toll free)

Email: [info@rg2claims.com](mailto:info@rg2claims.com)

[WWW.RG2CLAIMS.COM](http://WWW.RG2CLAIMS.COM)



## BOUTIQUE ADMINISTRATOR WITH WORLD-CLASS CAPABILITIES

PHILADELPHIA • NEW YORK • ATLANTA • SAN DIEGO • SAN FRANCISCO

# EXHIBIT 5

1 STEVE DIMOPOULOS, ESQ.  
Nevada Bar No. 12729  
2 PAUL A. SHPIRT, ESQ.  
Nevada Bar No. 1044  
3 JARED KAHN, ESQ.  
Nevada Bar No. 12603  
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6 F: (702) 224-2114  
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7 ps@stevedimopoulos.com  
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(admitted *pro hac vice*)  
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christopherp@hbsslaw.com

11 *Attorneys for Plaintiffs*  
12 [Additional Counsel Listed on Signature Page]

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 JACK DIEP, individually; JORY LEVY,  
individually; JAMES DAYAP, individually;  
16 MARVIN CUTCHINS; and RAY CHARLES,  
JR., on behalf of themselves and all others  
17 similarly situated,

18 Plaintiffs,

19 v.

20 LIBERTY MEDIA CORPORATION d/b/a  
FORMULA ONE HEINKEN SILVER LAS  
21 VEGAS GRAND PRIX, a foreign corporation;  
LAS VEGAS GRAND PRIX, INC., , a Nevada  
22 corporation; DOE INDIVIDUALS 1-20,  
inclusive; and ROE CORPORATIONS 1-20,  
23 inclusive,

24 Defendants.

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

**PLAINTIFF JACK DIEP'S  
DECLARATION IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

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**DECLARATION OF PLAINTIFF JACK DIEP**

I, Jack Diep, declare:

1. I am an individual over the age of eighteen and I am a named Plaintiff in the case of *Diep et al. v. Liberty Media Corporation et al.*, United States District Court, District of Nevada Case No. 2:23-cv-02124-GMN-NJK. I have personal knowledge of the facts set forth in this declaration and could and would testify competently under oath if called as a witness. I understand that this action was filed as a class action against Liberty Media Corporation and Las Vegas Grand Prix, Ins. (“Defendants”) and that I am requesting to be appointed Class Representative for purposes of the Settlement reached in this case. This declaration will be used in connection with requesting approval of the Settlement in this case.

2. I understand the claims I have brought against Defendants for breach of contract involving tickets I purchased for the 2023 Las Vegas Grand Prix. On March 21, 2023, I purchased online four, Three-Day Tickets to the 2023 Las Vegas Grand Prix. I paid \$9,374.72 for the event tickets.

3. I decided to file a class action lawsuit and agreed to serve as named plaintiff because I sought to represent other consumers who, like me, purchased either a Thursday-Only or Three-Day Ticket to the 2023 Las Vegas Grand Prix and were denied the ability to view the FP2 Free Practice Run which we paid to see as part of the purchase price of our tickets. I have suffered the same injuries/loss as the proposed Class Members.

4. I understood that by acting as the Class Representative, I have a duty to protect the interests of the proposed Class even to the detriment of my own individual claims and interests. I believe I have and will continue to adequately represent the proposed Class. I do not have any interests in opposition to the proposed Class, nor do I have any claims against any other Class Members or in addition to those brought on behalf of the Class. I do not have any known conflicts of interest with the Class and my interests are the same as the Class.

5. As a Class Representative, I understand that I am representing the interests of all Class Members in this litigation. I understand and agree that as a Class Representative I have a

1 duty to the Class and must always consider the interests of the Class before my own. I have been  
2 doing so and I will continue to do so.

3 6. I understood that as a Representative Plaintiff I was responsible for assisting the  
4 attorneys with the trial of the case, appearing in court if required, and working with proposed  
5 Class Counsel on behalf of absent Class Members. I understood I was required to actively  
6 participate in the lawsuit, such as giving deposition testimony. Throughout this case, I have made  
7 myself readily available to my attorneys at their request and have attended many meetings with  
8 them. I reviewed and analyzed with my attorneys the Complaints in the action, discussed motions  
9 brought by Defendants, and provided additional information to help the attorneys gain an  
10 understanding of ticket purchases and my personal experience when I attended the 2023 Las  
11 Vegas Grand Prix. I have provided my attorneys information upon their request and continued to  
12 do so throughout this case. I regularly communicated with my attorneys prior to mediation and  
13 thoroughly discussed with them the proposed settlement. I have regularly checked with my  
14 attorneys on the status of the settlement and the approval process. I estimate I spent over 20-25  
15 hours actively participating in this case including speaking with and meeting with my attorneys,  
16 searching for and reviewing documents, and discussing the settlement with my attorneys.

17 7. During settlement negotiations I understood the risk of moving forward with the  
18 class certification motion that was filed and potential trial. Based on substantial information  
19 provided by my attorneys, I believe the pending settlement terms are fair, reasonable and in the  
20 best interest of the class, and I request that the Court grant final approval of the settlement.

21 8. I understand that I may be entitled to an additional payment for my role as a class  
22 representative for the time I spent working on the case. I also understand that this amount is not  
23 guaranteed and must be approved by the Court. No one has promised that I will receive this  
24 additional payment nor did anyone promise a certain amount would be approved by the Court.

25 9. I have reviewed this declaration, and had the opportunity to ask questions and make  
26 changes before signing.

27 10. This is an accurate summary of why I am adequate and fully capable of being a  
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Class Representative in this action and how I have actively participated in the case up this point.

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

Dated this 27<sup>th</sup> day of February, 2026 at \_\_\_\_\_, California.

Signed by:  
*Jack Diep*  
\_\_\_\_\_  
Jack Diep, M.D.



**Certificate Of Completion**

Envelope Id: 0C32B226-B44E-4C0C-B947-B963BB2FDBFF	Status: Completed
Subject: Complete with Docusign: 2026-2-9 Class Rep Dec ISO Motion for Preliminary Approval-Diep.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator: Samantha Ann Martin Samantha@MartinInjuryLawLV.com
Envelopeld Stamping: Enabled	IP Address: 72.205.48.26
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	

**Record Tracking**

Status: Original 2/27/2026 2:27:22 PM	Holder: Samantha Ann Martin Samantha@MartinInjuryLawLV.com	Location: DocuSign
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**Signer Events**

Jack Diep  
jack.diep@gmail.com  
MD  
Security Level: Email, Account Authentication (None)

**Signature**

Signed by:  
  
02D414349D61405...  
Signature Adoption: Pre-selected Style  
Using IP Address: 200.46.86.194  
Signed using mobile

**Timestamp**

Sent: 2/27/2026 2:29:00 PM  
Viewed: 2/27/2026 2:29:40 PM  
Signed: 2/27/2026 2:29:59 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/27/2026 2:29:00 PM
Certified Delivered	Security Checked	2/27/2026 2:29:40 PM
Signing Complete	Security Checked	2/27/2026 2:29:59 PM
Completed	Security Checked	2/27/2026 2:29:59 PM
Payment Events	Status	Timestamps

# EXHIBIT 6

1 STEVE DIMOPOULOS, ESQ.  
Nevada Bar No. 12729  
2 PAUL A. SHPIRT, ESQ.  
Nevada Bar No. 1044  
3 JARED KAHN, ESQ.  
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christopherp@hbsslaw.com

11 *Attorneys for Plaintiffs*  
12 [Additional Counsel Listed on Signature Page]

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 JACK DIEP, individually; JORY LEVY,  
individually; JAMES DAYAP, individually;  
16 MARVIN CUTCHINS; and RAY CHARLES,  
JR., on behalf of themselves and all others  
17 similarly situated,

18 Plaintiffs,

19 v.

20 LIBERTY MEDIA CORPORATION d/b/a  
FORMULA ONE HEINKEN SILVER LAS  
21 VEGAS GRAND PRIX, a foreign corporation;  
LAS VEGAS GRAND PRIX, INC., , a Nevada  
22 corporation; DOE INDIVIDUALS 1-20,  
inclusive; and ROE CORPORATIONS 1-20,  
23 inclusive,

24 Defendants.

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

**PLAINTIFF JORY LEVY'S  
DECLARATION IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

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**DECLARATION OF PLAINTIFF JORY LEVY**

I, Jory Levy, declare:

1. I am an individual over the age of eighteen and I am a named Plaintiff in the case of *Diep et al. v. Liberty Media Corporation et al.*, United States District Court, District of Nevada Case No. 2:23-cv-02124-GMN-NJK. I have personal knowledge of the facts set forth in this declaration and could and would testify competently under oath if called as a witness. I understand that this action was filed as a class action against Liberty Media Corporation and Las Vegas Grand Prix, Ins. (“Defendants”) and that I am requesting to be appointed Class Representative for purposes of the Settlement reached in this case. This declaration will be used in connection with requesting approval of the Settlement in this case.

2. I understand the claims I have brought against Defendants for breach of contract involving tickets I purchased for the 2023 Las Vegas Grand Prix. On March 21, 2023, I purchased online two, Three-Day Tickets to the 2023 Las Vegas Grand Prix. I paid approximately \$1,000.00 for the event tickets.

3. I decided to file a class action lawsuit and agreed to serve as named plaintiff because I sought to represent other consumers who, like me, purchased either a Thursday-Only or Three-Day Ticket to the 2023 Las Vegas Grand Prix and were denied the ability to view the FP2 Free Practice Run which we paid to see as part of the purchase price of our tickets. I have suffered the same injuries/loss as the proposed Class Members.

4. I understood that by acting as the Class Representative, I have a duty to protect the interests of the proposed Class even to the detriment of my own individual claims and interests. I believe I have and will continue to adequately represent the proposed Class. I do not have any interests in opposition to the proposed Class, nor do I have any claims against any other Class Members or in addition to those brought on behalf of the Class. I do not have any known conflicts of interest with the Class and my interests are the same as the Class.

5. As a Class Representative, I understand that I am representing the interests of all Class Members in this litigation. I understand and agree that as a Class Representative I have a

1 duty to the Class and must always consider the interests of the Class before my own. I have been  
2 doing so and I will continue to do so.

3 6. I understood that as a Representative Plaintiff I was responsible for assisting the  
4 attorneys with the trial of the case, appearing in court if required, and working with proposed  
5 Class Counsel on behalf of absent Class Members. I understood I was required to actively  
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7 myself readily available to my attorneys at their request and have attended many meetings with  
8 them. I reviewed and analyzed with my attorneys the Complaints in the action, discussed motions  
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10 understanding of ticket purchases and my personal experience when I attended the 2023 Las  
11 Vegas Grand Prix. I have provided my attorneys information upon their request and continued to  
12 do so throughout this case. I regularly communicated with my attorneys prior to mediation and  
13 thoroughly discussed with them the proposed settlement. I have regularly checked with my  
14 attorneys on the status of the settlement and the approval process. I estimate I spent  
15 approximately 20-25 hours actively participating in this case including speaking with and meeting  
16 with my attorneys, searching for and reviewing documents, and discussing the settlement with my  
17 attorneys.

18 7. During settlement negotiations I understood the risk of moving forward with the  
19 class certification motion that was filed and potential trial. Based on substantial information  
20 provided by my attorneys, I believe the pending settlement terms are fair, reasonable and in the  
21 best interest of the class, and I request that the Court grant final approval of the settlement.

22 8. I understand that I may be entitled to an additional payment for my role as a class  
23 representative for the time I spent working on the case. I also understand that this amount is not  
24 guaranteed and must be approved by the Court. No one has promised that I will receive this  
25 additional payment nor did anyone promise a certain amount would be approved by the Court.

26 9. I have reviewed this declaration, and had the opportunity to ask questions and make  
27 changes before signing.

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10. This is an accurate summary of why I am adequate and fully capable of being a Class Representative in this action and how I have actively participated in the case up this point.

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

Dated this \_\_\_\_ day of February, 2026 at \_\_\_\_\_, California.  
02-27-2026

*Jory Levy*

\_\_\_\_\_  
Jory Levy

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
DVGUY-C4QUQ-9FLS9-WISYA

DOCUMENT COMPLETED BY ALL PARTIES ON  
27 FEB 2026 22:58:19  
AMERICA/LOS ANGELES

## SIGNER

**JORY LEVY**

EMAIL  
JORYLEVY@OUTLOOK.COM

PHONE  
+17022049803

## TIMESTAMP

SENT  
27 FEB 2026 22:41:17

VIEWED  
27 FEB 2026 22:58:08

SIGNED  
27 FEB 2026 22:58:19

## SIGNATURE



IP ADDRESS  
174.205.102.158

LOCATION  
LAS VEGAS, UNITED STATES

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
27 FEB 2026 22:58:08



# EXHIBIT 7

1 STEVE DIMOPOULOS, ESQ.  
Nevada Bar No. 12729  
2 PAUL A. SHPIRT, ESQ.  
Nevada Bar No. 1044  
3 JARED KAHN, ESQ.  
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4 DIMOPOULOS INJURY LAW  
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7 ps@stevedimopoulos.com  
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11 *Attorneys for Plaintiffs*  
12 [Additional Counsel Listed on Signature Page]

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 JACK DIEP, individually; JORY LEVY,  
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16 MARVIN CUTCHINS; and RAY CHARLES,  
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18 Plaintiffs,

19 v.

20 LIBERTY MEDIA CORPORATION d/b/a  
FORMULA ONE HEINKEN SILVER LAS  
21 VEGAS GRAND PRIX, a foreign corporation;  
LAS VEGAS GRAND PRIX, INC., , a Nevada  
22 corporation; DOE INDIVIDUALS 1-20,  
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24 Defendants.

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

**PLAINTIFF JAMES DAYAP'S  
DECLARATION IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

**DECLARATION OF PLAINTIFF JAMES DAYAP**

I, James Dayap, declare:

1. I am an individual over the age of eighteen and I am a named Plaintiff in the case of *Diep et al. v. Liberty Media Corporation et al.*, United States District Court, District of Nevada Case No. 2:23-cv-02124-GMN-NJK. I have personal knowledge of the facts set forth in this declaration and could and would testify competently under oath if called as a witness. I understand that this action was filed as a class action against Liberty Media Corporation and Las Vegas Grand Prix, Ins. (“Defendants”) and that I am requesting to be appointed Class Representative for purposes of the Settlement reached in this case. This declaration will be used in connection with requesting approval of the Settlement in this case.

2. I understand the claims I have brought against Defendants for breach of contract involving tickets I purchased for the 2023 Las Vegas Grand Prix. On March 21, 2023, I purchased online one ticket to the 2023 Las Vegas Grand Prix. I paid approximately \$1,000.00 for the event tickets.

3. I decided to file a class action lawsuit and agreed to serve as named plaintiff because I sought to represent other consumers who, like me, purchased either a Thursday-Only or Three-Day Ticket to the 2023 Las Vegas Grand Prix and were denied the ability to view the FP2 Free Practice Run which we paid to see as part of the purchase price of our tickets. I have suffered the same injuries/loss as the proposed Class Members.

4. I understood that by acting as the Class Representative, I have a duty to protect the interests of the proposed Class even to the detriment of my own individual claims and interests. I believe I have and will continue to adequately represent the proposed Class. I do not have any interests in opposition to the proposed Class, nor do I have any claims against any other Class Members or in addition to those brought on behalf of the Class. I do not have any known conflicts of interest with the Class and my interests are the same as the Class.

5. As a Class Representative, I understand that I am representing the interests of all Class Members in this litigation. I understand and agree that as a Class Representative I have a

1 duty to the Class and must always consider the interests of the Class before my own. I have been  
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9 brought by Defendants, and provided additional information to help the attorneys gain an  
10 understanding of ticket purchases and my personal experience when I attended the 2023 Las  
11 Vegas Grand Prix. I have provided my attorneys information upon their request and continued to  
12 do so throughout this case. I regularly communicated with my attorneys prior to mediation and  
13 thoroughly discussed with them the proposed settlement. I have regularly checked with my  
14 attorneys on the status of the settlement and the approval process. I estimate I spent  
15 approximately 20-25 hours actively participating in this case including speaking with and meeting  
16 with my attorneys, searching for and reviewing documents, and discussing the settlement with my  
17 attorneys.

18 7. During settlement negotiations I understood the risk of moving forward with the  
19 class certification motion that was filed and potential trial. Based on substantial information  
20 provided by my attorneys, I believe the pending settlement terms are fair, reasonable and in the  
21 best interest of the class, and I request that the Court grant final approval of the settlement.

22 8. I understand that I may be entitled to an additional payment for my role as a class  
23 representative for the time I spent working on the case. I also understand that this amount is not  
24 guaranteed and must be approved by the Court. No one has promised that I will receive this  
25 additional payment nor did anyone promise a certain amount would be approved by the Court.

26 9. I have reviewed this declaration, and had the opportunity to ask questions and make  
27 changes before signing.

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10. This is an accurate summary of why I am adequate and fully capable of being a Class Representative in this action and how I have actively participated in the case up this point.

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

Dated this 02-27-2026, California.

*James Dayap*

---

James Dayap

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
VBALH-ZVW4F-GXZEG-XS4XX

DOCUMENT COMPLETED BY ALL PARTIES ON  
27 FEB 2026 23:52:49  
AMERICA/LOS ANGELES

## SIGNER

**JAMES DAYAP**

EMAIL  
JAMES.DAYAP@GMAIL.COM

PHONE  
+17028882551

## TIMESTAMP

SENT  
27 FEB 2026 23:45:15

VIEWED  
27 FEB 2026 23:52:38

SIGNED  
27 FEB 2026 23:52:49

## SIGNATURE



IP ADDRESS  
98.161.74.242

LOCATION  
LAS VEGAS, UNITED STATES

## RECIPIENT VERIFICATION

PHONE NUMBER VERIFIED  
27 FEB 2026 23:52:38



# EXHIBIT 8

1 STEVE DIMOPOULOS, ESQ.  
 Nevada Bar No. 12729  
 2 PAUL A. SHPIRT, ESQ.  
 Nevada Bar No. 1044  
 3 JARED KAHN, ESQ.  
 Nevada Bar No. 12603  
 4 DIMOPOULOS INJURY LAW  
 6671 South Las Vegas Boulevard, Suite 275  
 5 Las Vegas, Nevada 89119  
 O: (702) 800-6000  
 6 F: (702) 224-2114  
 sd@stevedimopoulos.com  
 7 ps@stevedimopoulos.com  
 jkahn@jk-legalconsulting.com

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 (admitted *pro hac vice*)  
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CHRISTOPHER R. PITOUN  
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 F: (213) 330-7152  
 christopherp@hbsslaw.com

11 *Attorneys for Plaintiffs*  
 12 [Additional Counsel Listed on Signature Page]

13 **UNITED STATES DISTRICT COURT**  
 14 **DISTRICT OF NEVADA**

15 JACK DIEP, individually; JORY LEVY,  
 individually; JAMES DAYAP, individually;  
 16 MARVIN CUTCHINS; and RAY CHARLES,  
 JR., on behalf of themselves and all others  
 17 similarly situated,

18 Plaintiffs,

19 v.

20 LIBERTY MEDIA CORPORATION d/b/a  
 FORMULA ONE HEINKEN SILVER LAS  
 21 VEGAS GRAND PRIX, a foreign corporation;  
 LAS VEGAS GRAND PRIX, INC., , a Nevada  
 22 corporation; DOE INDIVIDUALS 1-20,  
 inclusive; and ROE CORPORATIONS 1-20,  
 23 inclusive,

24 Defendants.

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

**PLAINTIFF MARVIN CUTCHINS  
 DECLARATION IN SUPPORT OF  
 PLAINTIFFS' UNOPPOSED MOTION  
 FOR PRELIMINARY APPROVAL OF  
 CLASS SETTLEMENT**

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**DECLARATION OF PLAINTIFF MARVIN CUTCHINS**

I, Marvin Cutchins, declare:

1. I am an individual over the age of eighteen and I am a named Plaintiff in the case of *Diep et al. v. Liberty Media Corporation et al.*, United States District Court, District of Nevada Case No. 2:23-cv-02124-GMN-NJK. I have personal knowledge of the facts set forth in this declaration and could and would testify competently under oath if called as a witness. I understand that this action was filed as a class action against LIBERTY MEDIA CORPORATION d/b/a FORMULA ONE HEINKEN SILVER LAS VEGAS GRAND PRIX, a foreign corporation; LAS VEGAS GRAND PRIX, INC. (“Defendants”) and that I am requesting to be appointed Class Representative for purposes of the Settlement reached in this case. This declaration will be used in connection with requesting approval of the Settlement in this case.

2. I understand the claims I have brought against Defendants for breach of contract involving tickets I purchased for the 2023 Las Vegas Grand Prix. On March 21, 2023, I purchased online two, Three-Day Tickets to the 2023 Las Vegas Grand Prix. I paid \$2,861.25 for the event tickets. I transferred one of the Three-Day Tickets to Plaintiff Ray Charles, Jr. with whom I attended the event. Mr. Charles paid to me \$1,430.62 for the ticket.

3. On November 16, 2023, I arrived at the Las Vegas Grand Prix to attend the FP2 practice run. After standing in line with Plaintiff Charles for a significant period of time, our wristbands were scanned but then we were immediately informed the event was canceled and were directed to leave the venue.

4. I decided to file a class action lawsuit based on these allegations and violations and agreed to serve as the Named Class Representative in order to represent other Grand Prix ticket purchasers/attendees that I knew were denied the ability to view the Practice Runs which were included in the price of the tickets I purchased. I have suffered the same injuries/loss as the proposed Class Members.

...

1           5. I understood that by acting as the Class Representative I had a duty to protect the  
2 interests of the class even to the detriment of my own individual claims and interests. I believe I  
3 have and will continue to adequately represent the proposed Class. I do not have any interests in  
4 opposition to the class nor do I have any claims against any other class members or in addition to  
5 those brought on behalf of the Class. I do not have any known conflicts of interest with the class  
6 and my interests are the same as the class.

7           6. As a class representative, I understand that I am representing the interests of all  
8 class members in this litigation. I understand and agree that as a class representative I have a duty  
9 to the class and must always consider the interests of the class before my own. I have been doing  
10 so and I will continue to do so.

11           7. I understood that as a Representative Plaintiff I was responsible for assisting the  
12 attorneys with the trial of the case, appearing in court if required, and working with class counsel  
13 on behalf of absent class members. I understood I was required to actively participate in the lawsuit,  
14 such as giving deposition testimony. Throughout this case, I have made myself readily available  
15 to my attorneys at their request, attended many meetings with them. I reviewed and analyzed with  
16 my attorneys the Complaints in the action, discussed motions brought by Defendants, and provided  
17 additional information to help the attorneys gain an understanding of ticket purchases and my  
18 personal experience when I attended the 2023 Las Vegas Grand Prix. I have provided my attorneys  
19 information upon their request and continued to do so throughout this case. I regularly  
20 communicated with my attorneys prior to mediation and thoroughly discussed with them the  
21 proposed settlement. I have regularly checked with my attorneys on the status of the settlement and  
22 the approval process. I estimate I spent over 45 hours actively participating in this case including  
23 speaking with and meeting with my attorneys, searching for and reviewing documents, and  
24 discussing the settlement with my attorneys.

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# EXHIBIT 9

1 STEVE DIMOPOULOS, ESQ.  
Nevada Bar No. 12729  
2 PAUL A. SHPIRT, ESQ.  
Nevada Bar No. 1044  
3 JARED KAHN, ESQ.  
Nevada Bar No. 12603  
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6 F: (702) 224-2114  
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7 ps@stevedimopoulos.com  
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christopherp@hbsslaw.com

11 *Attorneys for Plaintiffs*  
12 [Additional Counsel Listed on Signature Page]

13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 JACK DIEP, individually; JORY LEVY,  
individually; JAMES DAYAP, individually;  
16 MARVIN CUTCHINS; and RAY CHARLES,  
JR., on behalf of themselves and all others  
17 similarly situated,

18 Plaintiffs,

19 v.

20 LIBERTY MEDIA CORPORATION d/b/a  
FORMULA ONE HEINKEN SILVER LAS  
21 VEGAS GRAND PRIX, a foreign corporation;  
LAS VEGAS GRAND PRIX, INC., , a Nevada  
22 corporation; DOE INDIVIDUALS 1-20,  
inclusive; and ROE CORPORATIONS 1-20,  
23 inclusive,

24 Defendants.

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

**PLAINTIFF RAY CHARLES, JR.'S  
DECLARATION IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

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**DECLARATION OF PLAINTIFF MARVIN CUTCHINS**

I, Ray Charles, Jr., declare:

1. I am an individual over the age of eighteen and I am a named Plaintiff in the case of *Diep et al. v. Liberty Media Corporation et al.*, United States District Court, District of Nevada Case No. 2:23-cv-02124-GMN-NJK. I have personal knowledge of the facts set forth in this declaration and could and would testify competently under oath if called as a witness. I understand that this action was filed as a class action against LIBERTY MEDIA CORPORATION d/b/a FORMULA ONE HEINKEN SILVER LAS VEGAS GRAND PRIX, a foreign corporation; LAS VEGAS GRAND PRIX, INC. (“Defendants”) and that I am requesting to be appointed Class Representative for purposes of the Settlement reached in this case. This declaration will be used in connection with requesting approval of the Settlement in this case.

2. I understand the claims I have brought against Defendants for breach of contract involving tickets I purchased for the 2023 Las Vegas Grand Prix. On March 21, 2023, Marvin Cutchins purchased online two, Three-Day Tickets to the 2023 Las Vegas Grand Prix. Upon information and belief, Mr. Cutchins paid \$2,861.25 for the event tickets. Mr. Cutchins transferred one of the Three-Day Tickets to me. I paid Mr. Cutchins \$1,430.62 for the ticket. I attended the event with Mr. Cutchins.

3. On November 16, 2023, I arrived at the Las Vegas Grand Prix to attend the FP2 practice run. After standing in line with Plaintiff Charles for a significant period of time, our wristbands were scanned but then we were immediately informed the event was canceled and were directed to leave the venue.

4. I decided to file a class action lawsuit based on these allegations and violations and agreed to serve as the Named Class Representative in order to represent other Grand Prix ticket purchasers/attendees that I knew were denied the ability to view the Practice Runs which were included in the price of the tickets I purchased. I have suffered the same injuries/loss as the proposed Class Members.

...

1           5. I understood that by acting as the Class Representative I had a duty to protect the  
2 interests of the class even to the detriment of my own individual claims and interests. I believe I  
3 have and will continue to adequately represent the proposed Class. I do not have any interests in  
4 opposition to the class nor do I have any claims against any other class members or in addition to  
5 those brought on behalf of the Class. I do not have any known conflicts of interest with the class  
6 and my interests are the same as the class.

7           6. As a class representative, I understand that I am representing the interests of all  
8 class members in this litigation. I understand and agree that as a class representative I have a duty  
9 to the class and must always consider the interests of the class before my own. I have been doing  
10 so and I will continue to do so.

11           7. I understood that as a Representative Plaintiff I was responsible for assisting the  
12 attorneys with the trial of the case, appearing in court if required, and working with class counsel  
13 on behalf of absent class members. I understood I was required to actively participate in the lawsuit,  
14 such as giving deposition testimony. Throughout this case, I have made myself readily available  
15 to my attorneys at their request, attended many meetings with them. I reviewed and analyzed with  
16 my attorneys the Complaints in the action, discussed motions brought by Defendants, and provided  
17 additional information to help the attorneys gain an understanding of ticket purchases and my  
18 personal experience when I attended the 2023 Las Vegas Grand Prix. I have provided my attorneys  
19 information upon their request and continued to do so throughout this case. I regularly  
20 communicated with my attorneys prior to mediation and thoroughly discussed with them the  
21 proposed settlement. I have regularly checked with my attorneys on the status of the settlement and  
22 the approval process. I estimate I spent over 45 hours actively participating in this case including  
23 speaking with and meeting with my attorneys, searching for and reviewing documents, and  
24 discussing the settlement with my attorneys.

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1           5. I understood that by acting as the Class Representative I had a duty to protect the  
2 interests of the class even to the detriment of my own individual claims and interests. I believe I  
3 have and will continue to adequately represent the proposed Class. I do not have any interests in  
4 opposition to the class nor do I have any claims against any other class members or in addition to  
5 those brought on behalf of the Class. I do not have any known conflicts of interest with the class  
6 and my interests are the same as the class.

7           6. As a class representative, I understand that I am representing the interests of all  
8 class members in this litigation. I understand and agree that as a class representative I have a duty  
9 to the class and must always consider the interests of the class before my own. I have been doing  
10 so and I will continue to do so.

11           7. I understood that as a Representative Plaintiff I was responsible for assisting the  
12 attorneys with the trial of the case, appearing in court if required, and working with class counsel  
13 on behalf of absent class members. I understood I was required to actively participate in the lawsuit,  
14 such as giving deposition testimony. Throughout this case, I have made myself readily available  
15 to my attorneys at their request, attended many meetings with them. I reviewed and analyzed with  
16 my attorneys the Complaints in the action, discussed motions brought by Defendants, and provided  
17 additional information to help the attorneys gain an understanding of ticket purchases and my  
18 personal experience when I attended the 2023 Las Vegas Grand Prix. I have provided my attorneys  
19 information upon their request and continued to do so throughout this case. I regularly  
20 communicated with my attorneys prior to mediation and thoroughly discussed with them the  
21 proposed settlement. I have regularly checked with my attorneys on the status of the settlement and  
22 the approval process. I estimate I spent over 45 hours actively participating in this case including  
23 speaking with and meeting with my attorneys, searching for and reviewing documents, and  
24 discussing the settlement with my attorneys.

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1           8. During settlement negotiations I understood the risk of moving forward with the class  
2 certification motion that was filed and potential trial. Based on substantial information provided by  
3 my attorneys, I believe the pending settlement terms are fair, reasonable and in the best interest of  
4 the class, and I request that the Court grant final approval of the settlement.

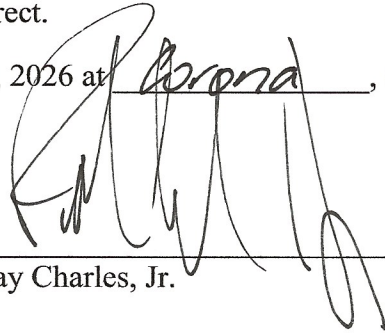
5           9. I understand that I may be entitled to an additional payment for my role as a class  
6 representative for the time I spent working on the case. I also understand that this amount is not  
7 guaranteed and must be approved by the Court. No one has promised that I will receive this  
8 additional payment nor did anyone promise a certain amount would be approved by the Court.

9           10. While I did not type this declaration, I was given the opportunity to review it, ask  
10 questions and make changes before signing. This is an accurate summary of why I am adequate  
11 and fully capable of being a Representative Plaintiff in this action and how I have actively  
12 participated in the case up this point.

13           I declare under penalty of perjury under the laws of the State of California and the United  
14 States that the foregoing is true and correct.

15           Dated this 20<sup>th</sup> day of February, 2026 at Corona, California.

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Ray Charles, Jr.

# EXHIBIT 10

1 STEVE DIMOPOULOS, ESQ.  
Nevada Bar No. 12729  
2 PAUL A. SHPIRT, ESQ.  
Nevada Bar No. 1044  
3 JARED KAHN, ESQ.  
Nevada Bar No. 12603  
4 DIMOPOULOS INJURY LAW  
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5 Las Vegas, Nevada 89119  
O: (702) 800-6000  
6 F: (702) 224-2114  
sd@stevedimopoulos.com  
7 ps@stevedimopoulos.com  
jkahn@jk-legalconsulting.com

STEVE W. BERMAN  
(admitted *pro hac vice*)  
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T: (213) 330-7150  
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christopherp@hbsslaw.com

11 *Attorneys for Plaintiffs*  
12 [Additional Counsel Listed on Signature Page]

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 JACK DIEP, individually; JORY LEVY,  
individually; JAMES DAYAP, individually;  
16 MARVIN CUTCHINS; and RAY CHARLES,  
JR., on behalf of themselves and all others  
17 similarly situated,

18 Plaintiffs,

19 v.

20 LIBERTY MEDIA CORPORATION d/b/a  
FORMULA ONE HEINKEN SILVER LAS  
21 VEGAS GRAND PRIX, a foreign corporation;  
LAS VEGAS GRAND PRIX, INC., , a Nevada  
22 corporation; DOE INDIVIDUALS 1-20,  
inclusive; and ROE CORPORATIONS 1-20,  
23 inclusive,

24 Defendants.

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

**DECLARATION ATTORNEY KEVIN  
MAHONEY IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

1 **DECLARATION OF ATTORNEY KEVIN MAHONEY**

2 I, Kevin Mahoney, declare:

3 1. I am an attorney duly admitted to practice law before the courts in the State of  
4 California and in the above-entitled Court by Order Granting Verified Petition for Permission to  
5 Practice in This Case Only By Attorney Not Admitted to the Bar of This Court and Designation  
6 of Local Counsel (“*Pro Hac Vice*”) (ECF No. 74). Unless otherwise specified, I have personal  
7 knowledge of the following facts, and if called as a witness, I could and would testify  
8 competently thereto, without intending to waive any attorney-client privilege. I am the principal  
9 at Mahoney Law Group, APC, and counsel of record, along with Katherine Odenbreit for  
10 Plaintiffs Marvin Cutchins and Ray Charles, Jr. in the matter *Diep, et al. v. Liberty Media*  
11 *Corporation d/b/a/ Formula One Heinken Silver Las Vegas Grand Prix and Las Vegas Gran*  
12 *Prix* USDC District of Nevada Case No. 2:23-cv-02124-GMN-NJK. This declaration is  
13 submitted in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action  
14 Settlement.  
15  
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17 **EXPERIENCE OF COUNSEL**

18 2. Class counsel is qualified because of my firm’s experience in handling class  
19 action matters. Class counsel specializes in, and has extensive experience, handling consumer  
20 and wage and hour class actions.  
21

22 3. Since on or about 2007, I have been involved in the litigation and settlement of  
23 many employment law class action matters to completion through the final approval process.  
24 The class size of the matters ranged from approximately 150 to over 45,000. The class matters  
25 handled by our firm include both employment and consumer issues.  
26

27 4. In August of 2009, I voluntarily resigned from Rose, Klein and Marias and co-  
28 founded Mahoney, Perry and Burrows, in Long Beach, California (now Mahoney Law Group,

1 APC). I am the principal at Mahoney Law Group, APC in Long Beach, California. The firm's  
2 practice is focused on representing consumers and employees in state and federal class actions.

3 5. Mahoney Law Group, APC currently serves as lead counsel and/or co-counsel in  
4 numerous consumer and wage and hour class action litigation in the Los Angeles Superior Court,  
5 Orange County Superior Court, and the United States District Court both in California and other  
6 states. Some examples of cases where I am serving or have served as lead and/or co-counsel  
7 include: *Verity Health Employee Data Breach Cases*, case number JCCP 4950; *Riffel v. The*  
8 *Regents of Univ. of California*, case number 2:19-cv-02826-CAS-RAO (C.D. Cal.) [University  
9 admission scandal cases]; *Riffel v. University of Southern California*, case number 5:19-cv-  
10 08466-ETD (E.D. Cal.) [University admission scandal cases]; *Disimone v. State of California*,  
11 case number CGC-16-55248, San Francisco Sup. Ct. [class action challenging tax on tampons];  
12 *Valerie Brooks v Life Care Centers of America, Inc. et al.*, case number SACV 12-00659-  
13 CJC(RNBx); *Harvey Holt, et al. v. Parsec, Inc.*, case number CV-9540-VBF; *Dorothy Berry v.*  
14 *Brierwood Terrace Convalescent Hospital, et al.*, case number BC437781; *Dante Booker v The*  
15 *Goodyear Tire and Rubber Company*, case number BC498399; *Manuel Diaz v Excel Sheet*  
16 *Metal, Inc.*, case number BC504033; *Fernando Albiar, et al. v. Spectrum Athletics-Canoga*  
17 *Park, et al.* case number BC413860; *Gerardo Ortega, et al. v. CR & R Inc.*, case number  
18 BC414434; *William Davis v Pacific Hospital of Long Beach, et al.* case number BC488542; *Kurt*  
19 *Casadine v Maxim Healthcare Services, Inc.*, case number CV 12-10078-DMG (CWx); *Deborah*  
20 *Cabanillas v Lakewood Park Manor Healthcare, Inc. et al.* case number BC443859 *Daniel*  
21 *Branch v. Indiana Plumbing Supply, Co. Inc. et al.*, case number BC425627; *Butch Calvo v.*  
22 *Providence Health Systems-Southern California, et al.* case number BC419843; *John De La*  
23 *Torre Cri-Help, Inc.*, case number BC508430; *Esmerelda Fernandez, et al v Teva Parenteral*  
24 *Medicines, Inc.*, case number 30-2010-00412849-CU-OE-CXC; *Kimya Oliver, et al. v. College*  
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27  
28



# EXHIBIT 11

1 STEVE DIMOPOULOS, ESQ.  
Nevada Bar No. 12729  
2 PAUL A. SHPIRT, ESQ.  
Nevada Bar No. 1044  
3 JARED KAHN, ESQ.  
Nevada Bar No. 12603  
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11 *Attorneys for Plaintiffs*  
12 [Additional Counsel Listed on Signature Page]

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14 **DISTRICT OF NEVADA**

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JR., on behalf of themselves and all others  
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LAS VEGAS GRAND PRIX, INC., , a Nevada  
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23 inclusive,

24 Defendants.

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

**DECLARATION OF ATTORNEY  
KATHERINE J. ODENBREIT IN  
SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**



1           4.       In 2003 I began working as an Associate Attorney with the law firm Spiro, Moss,  
2       Barness, Harrison & Barge, LLP in Los Angeles, California. At the time I was there, the firm  
3       had 8-10 attorneys primarily representing plaintiffs in consumer and employment class actions.  
4       In late 2006, partner Rene Barge left to open her own firm, Class Action Litigation Group  
5       (“CALG”). I became the Director of Litigation for CALG in January 2007. CALG’s practice was  
6       dedicated to representing plaintiffs in state and federal class action litigation. As the Director of  
7       Litigation, I oversaw the litigation of all cases, supervised attorneys and staff and made key court  
8       appearances. CALG was in the forefront of a high-profile consumer class action, *Ken Wahl, et*  
9       *al. v. Menu Foods*, Case No. MDL-1850. This was a nationwide class action involving tainted  
10       pet food that killed thousands of pets nationwide. I represented our clients and CALG at the  
11       MDL hearing in Las Vegas and worked closely with the Steering Committee ultimately  
12       appointed. This was a high-profile case given the passion people have for pets and our clients  
13       were known public figures.  
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16           5.       In 2011, I became the Administrative Partner of Barge, Petersen & Odenbreit  
17       LLP in Irvine, California. Barge, Petersen & Odenbreit was a boutique firm dedicated to  
18       representing consumers, employees and peace officers in class action matters. The firm  
19       represented over 2,500 Los Angeles police officers in complicated wage claims in the Central  
20       and Southern District Courts.  
21

22           6.       In 2012, I was selected to assist in the creation of a class action practice handling  
23       consumer and wage and hour class actions for Hunt Ortmann Palffy Nieves Lubka Darling &  
24       Mah, Inc. (“Hunt Ortmann”) in Pasadena, California. Hunt Ortmann is a construction defect  
25       litigation firm and wanted a class action practice to be involved not only in its construction  
26       defect matters, but also to expand into consumer and wage and hour. The practice group  
27       consisted of six lawyers, including myself. I managed many complex class actions including a  
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1 multi-state consumer class action against Conair Corporation involving alleged defective hair  
2 dryers. (*Czuchaj v. Conair Corp.*, USDC Case No. 3:13-cv-01901-BEN-RBB).

3 7. I have been an attorney for nearly 30 years and have dedicated the last 23 years of  
4 my practice to class and complex matters. I have been appointed Class Counsel in over 100 class  
5 actions, including in consumer class actions. Some examples of consumer class actions I have  
6 handled include: *Perez v. DirecTV, et al.*, USDC Central District Court Case No. 8:16-CV-  
7 01440-JLS-DFM [RICO class action. Over 16,000 class members nationwide]; *Brennan v.*  
8 *TelePacific*, Orange County Superior Court Case No. 30-2010-00422317 [unfair business  
9 practices challenging liquidated damage clause in consumer contract]; *Czuchaj v. Conair Corp.*,  
10 USDC Case No. 3:13-cv-01901-BEN-RBB [multi-state consumer class action alleging hair dryer  
11 defect settled for over 40,000 consumer class.]; *Wilson v. Conair Corp.*, USDC Case No. 1:14-  
12 cv-00894-WBS-SAB [multi-state consumer class action alleging curling iron defect]; *Verity*  
13 *Health Employee Data Breach Cases*, JCCP 4950; *Disimone v. State of California*, San  
14 Francisco Superior Court Case No. CGC-16-552458 [class action challenging tax on tampons as  
15 discriminatory]; *Riffel v. The Regents of Univ. of California*, USDC Central District Case No.  
16 2:19-cv-02826-CAS (RAOx) [university admission scandal cases]; *Riffel v. University of*  
17 *Southern California*, USDC Northern District Case No. 5:19-cv-08466-EJD [university  
18 admission scandal cases]; and *C&M Café v. Kinetic Farm, Inc.*, Riverside Superior Court Case  
19 No. CIV535271 [class action of business owners suing food delivery service for unfair business  
20 practices].  
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24 8. I have also been appointed Class Counsel in numerous other cases including, but  
25 not limited to: *Aguilar v. CKE Restaurants (Carl's Jr.)*, Los Angeles Superior Court Case No.  
26 BC623041 [Settlement on behalf of over 32,000 employees]; *Estrada v. Denny's, Inc.*, USDC  
27 Central District Court Case No. 2:22-CV-00572-SPG (AGRx) [Settlement on behalf of over  
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1 8,500 employees]; *Dibel v. Jenny Craig*, USDC Southern District of California, 06CV2533 JLS  
2 (AJB) (FLSA Conditional Certification); *Levine, et al. v. 24 Hour Fitness*, USDC Southern  
3 District of California, 02CC00386 and *Boyce v. 24 Hour Fitness*, USDC Southern District of  
4 California, 03CV2140 BEN (BLM) (FLSA Conditional Certification/Rule 23 Class  
5 Certification-over 40,000 class members); *Harris v. Liberty Mutual Ins. Co.*, JCCP 4234;  
6 California Supreme Court Case No. S156555; *Salvador v. PLS Financial Services*, USDC  
7 Central District of California; 07CV16810 AHM (CWx); *Lockhart v. County of Los Angeles*,  
8 USDC Central District of California, 07CV1680 ABV (CWx); *Oberschlake v. St. Joseph's*  
9 *Hospital*, Orange County Superior Court-Complex Division, 04CC00301; *Solley v. Pier 1*  
10 *Imports*, JCCP 4373; *Homan et al. v. Downey Savings & Loan*, Los Angeles County Superior  
11 Court Case No. BV323796; *Cervantes v. Crown Building Maintenance Co., et al.*, Orange  
12 County Superior Court Case No. 30-2013-00684702-CU-OE-CXC; *Abedrabo v. AT&T Mobility,*  
13 *LLC*, USDC Central District Case No. SACV 11-01388-DOC(RNBx.); *Faulkinbury v. Boyd &*  
14 *Associates* Orange County Superior Court Case No. 05CC00107; *Trejo v. Lyneer Staffing, et al,*  
15 USDC Central District Case No. 2:19-cv-04132DSF (JCx); *DeLeon v. Absolute Security,*  
16 *Riverside Superior Court Case No. CIVDS1909589.*

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19 9. Myself and my firms have also been active in establishing precedents in class  
20 action law, including an amicus brief on behalf of the California Employment Lawyers  
21 Association in one of the landmark wage and hour class action cases, *Sav-On Drug Stores v.*  
22 *Superior Court*, 34 Cal.4th 319 (2004). The California Supreme Court also granted review on a  
23 class action case for which I was lead counsel and submitted a Petition for Review in  
24 *Faulkinbury v. Boyd & Associates*, 185 Cal.App.4th 1363, review granted Oct. 13, 2010  
25 (S184995). The Supreme Court remanded the matter to the Appellate Court to reconsider denial  
26 of class certification in light of *Brinker v. Superior Court*, 53 Cal.4th 1004 (2012). The Appellate  
27  
28

1 Court reversed denial of certification. I was lead counsel in *Brennan v. TelePacific Corp.*,  
2 Orange County Superior Court Case No. 30-2010-004422317, Fourth Appellate District,  
3 Division 3 Case No. G046225. Brennan was a consumer class action in which the Court of  
4 Appeal upheld the lower court's denial of defendant's motion to compel arbitration,  
5 distinguishing the U.S. Supreme Court decision in *Concepcion v. AT&T*. Finally, in *Perez v.*  
6 *DirectTV, et al.*, I successfully argued the appeal before the Ninth Circuit Court of Appeals  
7 regarding the Court's denial of DIRECTV's motion to compel arbitration.  
8

9 10. The first seven years of my legal career my practice was focused on criminal  
10 defense and I tried over 30 cases to a jury in both state and federal courts and handled numerous  
11 criminal appeals.  
12

13 11. I was involved in the settlement negotiations and participated in forming the  
14 structure for the Settlement. In my experience, this case presented various challenges to obtain  
15 and to maintain class certification through judgment. It is my opinion that this Settlement  
16 provides substantial recovery for the Settlement Class and that it is fair and reasonable.  
17

18 12. I have never faced any disciplinary action or received any sanction for  
19 misconduct or an ethical violation. Neither the firm nor I have any known conflicts of interest  
20 with the class. Our firm does not have any financial or other interest in any of the Defendants nor  
21 the Administrator, RG/2 Claims Administration LLC. The firm also does not represent any class  
22 member in an individual capacity.  
23

24 I declare under penalty of perjury under the laws of the United States that the foregoing is  
25 true and correct.

26 Dated this 10<sup>th</sup> day of February, 2026 at Sun City, Arizona.

27 s/ Katherine J. Odenbreit  
28 Katherine J. Odenbreit

# EXHIBIT 12

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*Attorneys for Plaintiffs,  
Marvin Cutchins, and Ray Charles, Jr.*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JACK DIEP, individually; JORY LEVY,  
individually; JAMES DAYAP, individually;  
MARVIN CUTCHINS, individually; and  
RAY CHARLES, JR., individually, and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

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

Defendants.

CASE NO.: 2:23-cv-02124-GMN-NJK

**DECLARATION OF VICTORIA L.  
HIGHTOWER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

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**DECLARATION OF ATTORNEY VICTORIA L. HIGHTOWER**

I, VICTORIA L. HIGHTOWER,, declare as follows:

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1. I am an attorney duly admitted to practice law before the courts in the State of Nevada. Unless otherwise specified, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently thereto, without intending to waive any attorney-client privilege. I am Senior Counsel at Ivie McNeill Wyatt Purcell Diggs, and counsel of record, along with Kevin Mahoney, Katherine Odenbreit and Victoria Hightower for Plaintiffs Marvin Cutchins and Ray Charles, Jr. in the matter *Diep, et al. v. Liberty Media Corporation d/b/a/ Formula One Heinken Silver Las Vegas Grand Prix and Las Vegas Gran Prix* USDC District of Nevada Case No. 2:23-cv-02124-GMN-NJK. This declaration is submitted in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement.

**EXPERIENCE OF COUNSEL**

2. Class counsel is qualified because of our experience in handling complex matters.

3. I am a 2007 graduate of Georgetown University Law Center in Washington, D.C, where I earned my Juris Doctor degree. I earned my Bachelor of Arts degree in American Literature and Culture from the University of California at Los Angeles in 2003. I have been a licensed practitioner since 2008 and have been admitted to practice in the following courts: Ninth Circuit Court of Appeals, United States District Court (District of Nevada), and all Nevada State Courts.

4. In 2007, I began working as an Associate Attorney with the law firm Lewis and Roca in Las Vegas, Nevada. I represented businesses in commercial litigation matters.

5. From 2010 through 2015, I represented lending institutions in quiet title actions and handled insurance defense matters with Cooper Castle Law Firm and Wood Smith Henning and Berman, LLP respectively.

1           6.       From 2015 through 2018, at Wright Finlay       ak, I represented lending  
2 institutions in wrongful foreclosure and quiet title matters, in Nevada State and District Court  
3 and in the Ninth Circuit Court of Appeals and Nevada Supreme Court.

4           7.       From 2018 to 2019, I was assistant bar counsel with the State Bar of Nevada  
5 where I prosecuted attorneys accused of professional misconduct. I also counseled members of  
6 the State Bar of Nevada on ethical matters.

7           8.       From 2019 to 2022, I was Senior Counsel at Tyson       Mendes where I handled  
8 insurance defense matters and saved hundreds of thousands of dollars for various clients through  
9 resolving and/or successful defending various negligence and premises liability matters.

10          9.       Beginning in 2022, through the present, I have been Special Counsel with Ivie  
11 McNeill Wyatt Purcell and Diggs. As Special Counsel, I defend Nevada casinos in premises  
12 liability matters in Nevada State and Federal Court.

13          10.      Since being retained to represent Plaintiffs Marvin Cutchins and Ray Charles, Jr.  
14 in this matter, I have been actively involved in litigating this case. My work has included  
15 reviewing and analyzing the Consolidated Class Action Complaint and First Amended  
16 Consolidated Class Action Complaint, conferring with co-counsel regarding case strategy and  
17 motion practice, analyzing Defendants motions to dismiss and supporting briefing, reviewing  
18 informal discovery materials exchanged between the parties, preparing for and participating in  
19 mediation preparation with co-counsel, participating in settlement negotiations, and reviewing  
20 and analyzing confirmatory discovery materials provided by Defendants to support the  
21 settlement terms. Throughout this matter, I have worked closely with co-counsel to evaluate the  
22 strengths and weaknesses of Plaintiffs claims, the risks of continued litigation, and the fairness  
23 of the proposed settlement to the Settlement Class.

24          11.      I was actively involved in the settlement negotiations and participated in forming  
25 the structure for the Settlement. The settlement negotiations were conducted at arms-length and  
26 were hard fought between experienced counsel. The negotiations took place under the auspices  
27 of the Hon. S. James Otero (Ret.), a highly respected mediator. Based on my thorough evaluation  
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1 of this matter, it is my opinion that this Settlement is in the best interests of the Settlement Class.  
2 I believe the Settlement provides substantial recovery for the Settlement Class when weighed  
3 against the significant risks of continued litigation, including: (a) the pending motion to dismiss  
4 that could result in dismissal of all claims with no recovery for the class; (b) the uncertainty  
5 regarding whether class certification would be granted in the Ninth Circuit given this case would  
6 be one of first impression for sports ticketholders asserting breach of contract claims; (c) the risk  
7 of maintaining class status through trial given Defendants expressed intent to challenge  
8 certification and file motions to decertify; (d) the expense and time required for expert analysis  
9 to value the FP2 practice run, which would inevitably face Daubert challenges; and (e) the  
10 likelihood of years of additional litigation with an uncertain outcome. Given these substantial  
11 risks and the quality of the recovery achieved, it is my opinion that this Settlement is fair and  
12 reasonable.  
13

14 12. I have never faced any disciplinary action or received any sanction for  
15 misconduct or an ethical violation. Neither the firm nor I have any known conflicts of interest  
16 with the class. Our firm does not have any financial or other interest in any of the Defendants  
17 nor the Administrator, RG/2 Claims Administration LLC. The firm also does not represent any  
18 class member in an individual capacity.

19 I declare under penalty of perjury under the laws of the United States that the foregoing is  
20 true and correct.  
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1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct. Executed this 27<sup>th</sup> day of February, 2026 in Las Vegas, Nevada.

3 IVIE McNEILL WYATT PURCELL DIGGS

4 

5  
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19 *Attorneys for Plaintiffs,*  
20 *Marvin Cutchins, and Ray Charles, Jr.*

# EXHIBIT 13

1 STEVE DIMOPOULOS, ESQ.  
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2 PAUL A. SHPIRT, ESQ.  
Nevada Bar No. 1044  
3 JARED KAHN, ESQ.  
Nevada Bar No. 12603  
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11 *Attorneys for Plaintiffs*  
12 [Additional Counsel Listed on Signature Page]

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 JACK DIEP, individually; JORY LEVY,  
individually; JAMES DAYAP, individually;  
16 MARVIN CUTCHINS; and RAY CHARLES,  
JR., on behalf of themselves and all others  
17 similarly situated,

18 Plaintiffs,

19 v.

20 LIBERTY MEDIA CORPORATION d/b/a  
FORMULA ONE HEINKEN SILVER LAS  
21 VEGAS GRAND PRIX, a foreign corporation;  
LAS VEGAS GRAND PRIX, INC., , a Nevada  
22 corporation; DOE INDIVIDUALS 1-20,  
inclusive; and ROE CORPORATIONS 1-20,  
23 inclusive,

24 Defendants.

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

**DECLARATION OF ATTORNEY  
STEVE DIMOPOULOS, ESQ. IN  
SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**



1 strategy and decision-making. Among other things, I reviewed pleadings, strategy  
2 memoranda, mediation briefs, and settlement term sheets. I also consulted with co-counsel  
3 regarding the class definition and claims. In addition, I assisted in gathering and analyzing  
4 key documents, witness information, and information regarding class-member impacts.

5 **d. Communications with class representatives.** At the outset of the case, I  
6 communicated with the class representatives regarding their objectives, the anticipated  
7 risks and benefits of litigation, and settlement considerations.

8  
9 **4. Mediation and settlement negotiations.** I attended the mediation and participated in  
10 settlement discussions. Negotiations were hard fought and conducted at arm's length. The  
11 parties exchanged and evaluated competing positions regarding liability, defenses,  
12 certification issues, and the value of potential relief. Based on my participation and  
13 experience, the proposed settlement reflects a reasoned compromise that avoids the  
14 substantial risks, delays, and expense of continued litigation.

15  
16 **5. Best interests of the class.** In my judgment, and based on my experience, the settlement  
17 was pursued and negotiated with the best interests of the class in mind. The proposed  
18 settlement provides meaningful relief while accounting for litigation risks, potential  
19 appellate delay, and the inherent uncertainty of trial and post-trial proceedings.

20  
21 **6.** I am not aware of any conflicts of interest that would prevent me or my firm from  
22 adequately representing the interests of the class in this matter.

23  
24 I declare under penalty of perjury under the laws of the United States that the foregoing is true  
25 and correct.

26 Dated this 27th day of February, 2026 at Las Vegas, Nevada.

27 s/ Steven K. Dimopoulos  
28 Steven K. Dimopoulos

# EXHIBIT 14

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STEVE DIMOPOULOS, ESQ.  
Nevada Bar No. 12729  
PAUL A. SHPIRT, ESQ.  
Nevada Bar No. 1044  
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*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

MATT RADDUE, individually; JACK DIEP,  
individually; JORY LEVY, individually;  
CARLOS MAURICIO GIL, individually;  
JAMES DAYAP, individually,

Plaintiffs,

v.

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

Defendants.

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

**DECLARATION OF JARED B. KAHN IN  
SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT**

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I, Jared B. Kahn, state under oath, as follows:

1. I am an attorney licensed to practice law in the State of Nevada (Nevada Bar No. 12603). I am also licensed to practice law in Oregon (Oregon Bar No. 077414). I am counsel for Plaintiffs in this action. I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently thereto. This declaration is submitted in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of the proposed class settlement. Proposed Class Counsel has worked collaboratively to investigate the allegations contained in the Complaints.
2. Experience and qualifications. I am the founder of JK Legal & Consulting, LLC. I have practiced law on behalf of plaintiffs and businesses for 19 years. My firm focused on complex high stakes business litigation, including for example, being lead trial counsel for my client in *In Re DOT, District Court, Clark County, Nevada, as Case No. A-19-787004-B*, which involved over 130 parties that I assisted in leading the highly complex settlement agreement. In addition, I was Director of Litigation of Dimopoulous Law Firm, which regularly represents clients in state and federal courts. I assisted overseeing the team of more than 100 attorneys and support professionals, assisting the firm recover over \$100 million annually for their clients. This experience informs my assessment of case strategy, risk, and the reasonableness of the proposed settlement on a class-wide basis.
3. **Role in this case.** My firm was involved from the outset. Among other things:
  - a. Initiation of litigation. Before Plaintiffs associated Hagens Berman Sobol Shapiro LLP (“HBSS”) and other firms, I personally participated in drafting and filing the original Complaint and in developing the core factual and legal theories supporting the claims asserted on behalf of the class.
  - b. Building the team. After assessing the scope, demands, and complexity of this matter, we teamed up with HBSS and other counsel to augment the team with additional resources and experience and to prosecute the case efficiently and effectively on behalf of the proposed class.

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c. Substantive participation. Throughout the litigation, I remained actively involved in strategy and decision-making. Among other things, I reviewed pleadings, strategy memoranda, mediation briefs, and settlement term sheets. I also consulted with co-counsel regarding the class definition and claims. In addition, I assisted in gathering and analyzing key documents, witness information, and information regarding class-member impacts.

- 4. Mediation and settlement negotiations. I attended the mediation and participated in settlement discussions. Negotiations were hard fought and conducted at arm’s length. The parties exchanged and evaluated competing positions regarding liability, defenses, certification issues, and the value of potential relief. Based on my participation and experience, the proposed settlement reflects a reasoned compromise that avoids the substantial risks, delays, and expense of continued litigation.
- 5. Best interests of the class. In my judgment, and based on my experience, the settlement was pursued and negotiated with the best interests of the class in mind. The proposed settlement provides meaningful relief while accounting for litigation risks, potential appellate delay, and the inherent uncertainty of trial and post-trial proceedings.
- 6. I am not aware of any conflicts of interest that would prevent me or my firm from adequately representing the interests of the class in this matter.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 28<sup>th</sup> day of February, 2026, in Las Vegas, NV.

/s/ Jared B. Kahn  
JARED B. KAHN, ESQ.