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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

**FIRST AMENDED CONSOLIDATED  
CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

Hon. Gloria M. Navarro

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1 Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr., by and  
2 through their undersigned counsel, based on their individual experiences, the investigation of counsel,  
3 and information and belief, bring this action individually and on behalf of a Class of similarly situated  
4 persons who purchased tickets and attended or sought to attend the 2023 Las Vegas Grand Prix FP1  
5 and FP2 Practice Runs on or about November 16-17, 2023. Plaintiffs bring this action for breach of  
6 contract seeking refunds for the FP1 and FP2 Practice Runs.

7 In response to this Court’s Order dismissing the Consolidated Class Action Complaint (ECF  
8 No. 54), Plaintiffs have amended their complaint to, among other things:

- 9 • Add allegations detailing the chronology of events leading up to the 2023 Las Vegas  
10 Grand Prix, including the announcement of the 2023 Las Vegas Grand Prix, the nature  
11 of the race track as a street circuit, and the unique safety challenges posed by street  
12 circuits.
- 13 • Add Las Vegas Grand Prix, Inc. (“LVGP”) as a Defendant;
- 14 • Remove Las Vegas Paving Corporation as a defendant.
- 15 • Remove Plaintiffs’ Negligence and Nevada Deceptive Trade Practices Act claims.

16 **I. INTRODUCTION**

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

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

5           3.       This case arises because Defendants Liberty Media Corporation (“Liberty”) and Las  
6 Vegas Grand Prix, Inc. (“LVGP”) failed to deliver those five events to ticketholders during the 2023  
7 Las Vegas Grand Prix. On or about November 16, 2023, one of the drivers struck a manhole or water  
8 valve cover (“Water Valve Cover”)<sup>1</sup> on the racetrack roughly nine minutes into the first practice run  
9 (“FP1 Practice Run”). The impact caused the Water Valve Cover to become dislodged and destroyed  
10 the underside of the racecar sending debris onto the racetrack. Moments later, a second racecar was  
11 damaged when it struck the debris from the first racecar. Race officials immediately stopped the FP1  
12 Practice Run.

13           4.       Fans in attendance then waited for several hours while the racetrack was inspected for  
14 other potential hazards. The resulting delay caused the remainder of the FP1 Practice Run to be  
15 cancelled and for the second practice run (“FP2 Practice Run”) to be rescheduled from 12:00 a.m. to  
16 2:30 a.m. Moreover, Defendants failed to staff the necessary security and transportation personnel to  
17 keep the racing facilities and viewing areas open to ticketholders past 1:30 a.m. Because of this failure,  
18 Defendants removed all spectators from the viewing areas before the FP2 Practice Run could begin.  
19 As a result, no spectators were able to view a full FP1 Practice Run—the majority of which was  
20 cancelled due to the accident. Nor could spectators watch the FP2 Practice Run even though Liberty  
21 still held the FP2 Practice Run.

22           5.       The Water Valve Cover should never have become dislodged. Liberty and LVGP were  
23 responsible for ensuring that the track was race ready before the 2023 Las Vegas Grand Prix began. A  
24 race ready track is fundamental to ensuring both driver and spectator safety. Defendants’ failure to  
25

26  
27           <sup>1</sup> Different sources identify the object as a manhole cover, a water valve cover, or a drain  
28 cover.

1 ensure that the track was race ready not only risked safety but also caused ticketholders to be deprived  
2 of two of the five racing events they paid to see.

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

9 7. The tickets LVGP sold included a provision that if admission was refused or revoked  
10 without cause or the event was cancelled and not rescheduled for any reason, the ticket purchasers  
11 would receive a refund of up to the ticket's face value. However, contrary to this representation, neither  
12 LVGP nor its parent company Liberty have offered refunds or made any effort to make their ticket  
13 holders whole.

14 8. Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr.,  
15 bring this class action against Defendants Liberty and LVGP, individually and on behalf of all  
16 similarly situated persons in the United States who purchased tickets and attended or sought to attend  
17 the FP1 and FP2 Practice Runs on or about November 16, 2023.

18 9. Plaintiffs and the members of the Class assert claims against Defendants for breach of  
19 contract.

20 10. As a direct result of Defendants' wrongful conduct, Plaintiffs and the members of the  
21 Class have been harmed and are entitled to actual damages, including damages for the benefit of the  
22 bargain they struck when purchasing their tickets.

## 23 **II. PARTIES**

### 24 **A. Plaintiffs**

25 11. Plaintiff Jack Diep (hereinafter "Plaintiff Diep") was and is a citizen of Arizona  
26 domiciled in Mohave County, Arizona. Plaintiff Diep bought a ticket to the 2023 Las Vegas Grand  
27 Prix and attended or attempted to attend the FP1 and FP2 Practice Run events.

1 12. Plaintiff Jory Levy (hereinafter “Plaintiff Levy”) was and is a citizen of Nevada  
2 domiciled in Clark County, Nevada. Plaintiff Levy bought a ticket to the 2023 Las Vegas Grand Prix  
3 and attended or attempted to attend the FP1 and FP2 Practice Run events.

4 13. Plaintiff James Dayap (hereinafter “Plaintiff Dayap”) was and is a citizen of Nevada  
5 domiciled in Clark County, Nevada. Plaintiff Dayap bought a ticket to the 2023 Las Vegas Grand Prix  
6 and attended or attempted to attend the FP1 and FP2 Practice Run events.

7 14. Plaintiff Marvin Cutchins (hereinafter “Plaintiff Cutchins”) was and is a citizen of  
8 California domiciled in Los Angeles County, California. Plaintiff Cutchins paid \$2,500 a ticket to the  
9 2023 Las Vegas Grand Prix and attended or attempted to attend the FP1 and FP2 Practice Run events.

10 15. Plaintiff Ray Charles, Jr. (hereinafter “Plaintiff Charles”) was and is a citizen of  
11 California domiciled in Los Angeles County, California. Plaintiff Charles paid \$2,500 for a ticket to  
12 the 2023 Las Vegas Grand Prix and attended or attempted to attend the FP1 and FP2 Practice Run  
13 events.

14 **B. Defendants**

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

21 17. Defendant Las Vegas Grand Prix, Inc. (hereinafter “LVGP”) is, and was at all times  
22 mentioned herein, a Delaware corporation, organized and existing under the laws of the State of  
23 Delaware, with its principal place of business in Las Vegas, Nevada. LVGP is and was duly licensed  
24 and authorized to conduct business in the State of Nevada and was and is doing business in the State  
25 of Nevada, including the sale and promotion of tickets to the 2023 Las Vegas Grand Prix. LVGP is  
26 and was a wholly-owned subsidiary of Liberty and was Liberty’s exclusive ticket promoting agent for  
27 the 2023 Las Vegas Grand Prix. Liberty and its officers control the daily operations of LVGP. At the  
28

1 time of Plaintiffs’ purchases, LVGP’s Chief Executive Officer (CEO) and President Renee Wilm also  
2 served as Liberty’s Chief Legal Officer and Chief Administrative Officer. *See* Ex. 1. LVGP’s CEO  
3 and President “[was] responsible for overseeing all commercial and operational matters relating to the  
4 execution of the [2023 Las Vegas Grand Prix].” *See* Ex. 1. Liberty hosted the website providing the  
5 Ticket Terms which identified LVGP as the race “promoter” and included a conspicuous “Buy  
6 Tickets” link. LVGP was authorized by Liberty to promote and sell tickets to the 2023 Las Vegas  
7 Grand Prix.

### 8 III. JURISDICTION AND VENUE

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

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

### 16 IV. GENERAL ALLEGATIONS

#### 17 A. The 2023 Las Vegas Grand Prix Adds a Brand-New Street Race to the Formula 1 18 Racing Season

19 20. Looking to capitalize on the growing popularity of Formula 1 racing in the United  
20 States, in March 2022, Formula 1 announced that the Las Vegas Grand Prix would join the 2023 racing  
21 schedule. As F1 CEO Stefano Domenicali stated at the time, “This is an incredible moment for  
22 Formula 1 that demonstrates the huge appeal and growth of our sport with a third race in the U.S. Las  
23 Vegas is a destination known around the world for its excitement, hospitality, thrills, and of course,  
24 the famous Strip.”<sup>2</sup>

25  
26  
27 <sup>2</sup> Madeline Coleman, “Formula One Announces Addition of Las Vegas Grand Prix in 2023,”  
SPORTS ILLUSTRATED (Mar. 30, 2022), <https://www.si.com/racing/2022/03/31/formula-one-announces-addition-las-vegas-grand-prix-2023>.

1           21. Part of what made the prospect of Las Vegas hosting a Formula 1 race so exciting for  
2 race fans was that the race would take place on a 3.8-mile street circuit, featuring three main straights  
3 that included the famed Las Vegas Strip, and included 14 corners (the “Race Track”).

4           22. As the name suggests, a street circuit is a course where racecars compete on the streets  
5 of its host city rather than at a race circuit specifically built for racing. Street circuits present  
6 exceptional challenges for racing drivers compared to race circuits. For example, street circuits require  
7 drivers to navigate corners designed for everyday traffic at speeds far faster than most street legal  
8 vehicles can even possibly go. Street circuits also tend to be narrower than racing circuits leaving  
9 drivers less room to overtake their competitors. The margin of error on street circuits is exceptionally  
10 thin. Whereas a mistake during an attempt to pass on a race circuit might send a driver into a tarmac  
11 runoff, on a street circuit, that same mistake is more likely to end with a driver crashing into the  
12 barriers. Moreover, those same barriers can obstruct a driver’s visibility as he attempts to navigate  
13 turns.<sup>3</sup>

14           23. These challenges, along with many others, serve to make street circuits particularly  
15 exciting for racing fans.

16 **B. Defendants Fail to Properly Prepare the Race Track**

17           24. Given the extensive risks involved with Formula 1 racing, preparing a street circuit for  
18 a Formula 1 Race weekend often takes six or seven weeks.<sup>4</sup> The process involves extensive planning,  
19 temporary modifications to the roads, and meticulous safety measures, including repaving, barrier  
20 installation, and collaboration with local authorities.

21           25. A driving surface designed for everyday traffic needs to be transformed so that it can  
22 withstand the violent forces generated by racecars travelling at high speeds. This includes repaving  
23 parts of the surface to ensure that it is smooth and safe. It also includes cleaning the surface to remove  
24

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25 <sup>3</sup> “Explained: Why F1 has more street circuits than ever before,” WILLIAMS RACING (May 24,  
26 2023), <https://www.williamsf1.com/posts/b0625f34-0ae6-4aec-a00a-34d327bce4b6/explained-why-f1-has-more-street-circuits-than-ever-before>.

27 <sup>4</sup> Philip Horton, “Insight: Getting the streets race ready for F1,” MOTORSPORT WEEK,  
28 <https://www.motorsportweek.com/2020/01/12/insight-getting-the-streets-race-ready-for-f1/> (last  
visited Mar. 11, 2025).

1 any debris or contaminants from the asphalt. Critically, it also involves securing any manhole or water  
2 valve cover on the track to prevent any movement during the race.

3 26. The process must be executed perfectly *before* the first racing event begins to ensure  
4 driver and fan safety.

5 27. In advance of the 2023 Las Vegas Grand Prix, Defendants retained LV Paving  
6 Corporation (“LV Paving”) to install, work on, and inspect the seals that surrounded the manhole or  
7 water valve covers along the Race Track as part of Defendants’ effort to ensure that the Race Track  
8 was race ready.

9 28. LV Paving’s work on the Race Track was completed only days before the 2023 Las  
10 Vegas Grand Prix was set to begin. Even so, Defendants and their agents were responsible for  
11 inspecting the Race Track to make sure that it was safe for use by the racers and was race-ready for  
12 the Practice Run events. Despite their responsibility, Defendants and their agents failed to detect the  
13 flaws and/or poor installation of the Water Valve Cover sealed by LV Paving that would later become  
14 dislodged during the FP1 Practice Run.

15 29. As a result, the Race Track was not race-ready on November 16, 2023—the date the  
16 Practice Run events for the 2023 Las Vegas Grand Prix began.

17 **C. Plaintiffs Purchase Tickets to the 2023 Las Vegas Grand Prix**

18 30. In advance of the 2023 Las Vegas Grand Prix, Plaintiffs purchased tickets and attended  
19 or sought to attend the FP1 and FP2 Practice Runs on November 16-17, 2023. Plaintiffs purchased  
20 their tickets from LVGP who acted as Liberty’s exclusive ticketing agent for the 2023 Las Vegas  
21 Grand Prix.

22 31. As this October 2023 screenshot from Defendants’ website shows, Defendants  
23 represented the FP1 and FP2 Practice Runs as the kickoff events to a highly anticipated three-day  
24 marathon of high octane racing which together marked the first Formula One race in Las Vegas since  
25 1982.<sup>5</sup>

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27 <sup>5</sup> <https://web.archive.org/web/20231011154154/https://www.f1lasvegasgp.com/> (last visited  
28 Mar. 11, 2025).

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32. Over 35,000 invitees purchased tickets from Defendants to attend the FP1 and FP2 Practice Runs. The ticket prices varied based on location and seating position but ranged, generally, from \$250 to tens of thousands of dollars.

**D. Defendants’ Failure to Properly Prepare the Racetrack Causes Delay and the Cancellation of the FP1 Practice Run.**

33. On November 16, 2023, at approximately 8:30 p.m., the FP1 Practice Run event began wherein the drivers participating in the main Formula 1 Race were to take practice laps around the Race Track while fans watched from the viewing areas.

34. Approximately nine minutes into the FP1 Practice Run, Ferrari driver Carlos Sainz struck a Water Valve Cover on the Race Track. The collision dislodged the Water Valve Cover, causing damage to the undercarriage of Mr. Sainz’s racecar. Debris from the vehicle littered the Race

1 Track. Moments later, a second racecar struck the debris and was also damaged. Race officials  
2 immediately stopped the FP1 Practice Run.

3 35. After the Water Valve Cover on the track became dislodged, Defendants recognized  
4 that other manhole or water valve covers on the Race Track could similarly become dislodged and  
5 pose a risk to driver and public safety. Defendants then began the process checking each and every  
6 manhole and water valve cover along the 3.8-mile Race Track to ensure that none of them would  
7 become dislodged if one of the racecars drove over them.

8 36. The Water Valve Cover that struck Mr. Sainz’s racecar should never have become  
9 dislodged in the first place. Defendants had complete control over the Race Track and its preparation  
10 and had every opportunity to avoid this disastrous scenario.

11 37. Inspecting each manhole or water valve cover along the Race Track delayed events by  
12 several hours. The FP1 Practice Run was originally scheduled to end at 9:30 p.m. However, it was  
13 not until 9:47 p.m. that ESPN was able to report via social media that Defendants had cancelled the  
14 FP1 Practice Run “due to a loose drain cover.”



26 38. The FP2 Practice Run was originally scheduled to begin at midnight on November 17,  
27 2023. After the FP1 Practice Run was cancelled, and with ongoing inspections of the Race Track

1 causing a continued delay of the racing events, the FP2 Practice Run was finally rescheduled to start  
2 at 1:30 a.m.

3 **E. Defendants Eject Fans from the Viewing Areas Because of their own Failure to Plan for**  
4 **the Resulting Delay**

5 39. However, the FP2 Practice Run did not start at that time. Instead, at 1:30 a.m.,  
6 Defendants revoked Plaintiffs' admission to the racing facility, escorted off the property by Las Vegas  
7 police officers, and ejected from the viewing areas without cause.

8 40. Initially, the reason fans were removed from the racing facility was unclear. However,  
9 as reported by Motorsport.com, "A since-deleted statement released by the Vegas race on its social  
10 media platforms read: 'Due to logistical considerations for our fans and our staff, we have made the  
11 determination that we will be closing all Las Vegas Grand Prix fan areas at 1.30 am. We look forward  
12 to welcoming fans back later today for exciting FP3 and qualifying sessions'".<sup>6</sup>



24 Photo by: Simon Galloway / Motorsport Images

25 **Police eject fans from a grandstand**

26  
27 <sup>6</sup> Alex Kalinauckas, "F1 fans removed from grandstands ahead of delayed Vegas FP2,"  
28 **MOTORSPORT.COM** (Nov. 17, 2023), <https://www.motorsport.com/f1/news/f1-fans-removed-from-grandstands-ahead-of-delayed-vegas-fp2/10547613/>.

1 41. Motorsport.com later reported,

2 Regarding the controversial matter of spectators being ejected from the  
3 venue an hour before the delayed FP2 session finally started, [F1 CEO  
4 Stefano Domenicali and Las Vegas CEO Renee Wilm] confirmed that  
it was a result of staffing issues, mainly related to the hours that security  
and transportation workers were legally able to remain on duty.<sup>7</sup>

5 42. The FP2 Practice Run event did not start until 2:30 a.m. By that point, all of the  
6 Plaintiffs and putative Class members had been removed from the racing facility and viewing areas  
7 and refused re-entry. The FP2 Practice Run went on without a single fan present.<sup>8</sup>

8 43. Plaintiffs were ejected from the racing facility because Defendants dropped the ball  
9 twice. First, their failure to properly prepare the track caused the delay then cancellation of the FP1  
10 Practice Run and delay of the FP2 Practice Run. Second, Defendants failed to retain security and  
11 transportation staff to stay late enough so that fans could view the rescheduled FP2 Practice Run.

12 44. Defendants did not offer any refunds to any of the approximately 35,000 invitees that  
13 sought to attend the FP1 and FP2 Practice Run events even though the FP1 Practice Run was cancelled  
14 after approximately nine minutes and their admission was revoked without cause before the FP2  
15 Practice Run could begin.

16 **F. Defendants' Own Ticket Terms Entitle Plaintiffs to a Refund**

17 45. Liberty created numerous webpages to promote the 2023 Las Vegas Grand Prix.

18 46. On one of those pages accessible through a discrete hyperlink, Liberty provided a series  
19 of "Ticket Terms" which read in relevant part:

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26 <sup>7</sup> Adam Cooper, "F1 explains why spectators were ejected from Las Vegas track before  
27 FP2," MOTORSPORT.COM (Nov. 17, 2023), <https://www.motorsport.com/f1/news/f1-explains-why-spectators-ejected-las-vegas-gp/10547996/>.

28 <sup>8</sup> *Id.*

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

6 47. The plain language of these terms provide that Plaintiffs are entitled to refunds if their  
7 admission is revoked without cause or if the Event is canceled and not rescheduled for any reason.

8 **V. CLASS ACTION ALLEGATIONS**

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

11 49. Pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(3), Plaintiffs assert claims  
12 on behalf of a nationwide class consisting of:

13 All persons in the United States who purchased tickets and attended or  
14 sought to attend the 2023 Las Vegas Grand Prix FP1 and FP2 Practice  
15 Runs on or about November 16-17, 2023. Excluded from the Class are  
16 Defendants, and any of Defendants' corporate parents, affiliates,  
17 subsidiaries, officers, directors, legal representatives, successors, and  
assigns. Also excluded from the Class is any judge, justice, or judicial  
officer presiding over this matter and the members of their immediate  
families and judicial staff.

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

20 51. Plaintiffs allege that the Class consists of 35,000 invitees who purchased tickets from  
21 Liberty to attend the FP1 and FP2 Practice Runs and suffered damages as a result. The members of  
22 the Class are so numerous that joinder of all such individuals would be impractical and that disposition  
23 of their claims in a representative suit is a benefit to the court.

24 52. Plaintiffs have a well-defined community of interest or questions of fact and law  
25 common to each member of the putative Class in that all members of the Class have suffered injuries  
26 due to improper construction and inspection of the Race Track, cancelation of the event and lack of  
27

1 refunds, as well as all other relevant causes. The claims herein alleged by Plaintiffs are representative  
2 of those claims which could be alleged by such members of the Class.

3 53. Plaintiffs' claims are typical as the members of the Class as their interests are  
4 coincident with, not antagonistic to, the other members of the Class since they were damaged by the  
5 acts and practices of the Defendants.

6 54. Plaintiffs will fairly and adequately protect the interest of the Class, as each purchased  
7 tickets to the FP1 and FP2 Practice Runs, and each was damaged by the acts and practices of  
8 Defendants. The Plaintiffs have no conflicts with the absent Class members with respect to the claims  
9 alleged.

10 55. Plaintiffs have retained counsel competent and experienced in class action litigation.

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

- 15 a. Whether Defendants' conduct breaches their contract with Plaintiffs and the putative  
16 Class; and  
17 b. Whether Plaintiffs and members of the Class are entitled to damages, costs, or  
18 attorneys' fees from Defendants.

19 57. A class action is a superior method for the adjudication of the controversy in that it will  
20 permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and  
21 without the unnecessary hardship that would result from the prosecution of numerous individual  
22 actions and the duplication of discovery, effort, expense and the burden on the court that individual  
23 actions would create. Plaintiffs also allege that the prosecution of separate actions by individual  
24 members of the Class would create a risk of inconsistent or varying adjudications with respect to the  
25 individual members of the Class which would establish incompatible standards of conduct by the  
26 parties opposing the Class, and adjudication with respect to individual members of the Class would be  
27

1 dispositive of the interest of other members not parties to the adjudication, or would substantially  
2 impair or impede their ability to protect their interests.

3 58. The members of the Class are easily located and identified as the names and addresses  
4 of all individual purchasers of tickets for the FP1 and FP2 Practice Runs are maintained by Liberty,  
5 LVGP, and ticket resellers.

6 59. Plaintiffs reserve the right to amend or modify the Class definition with greater  
7 specificity or division after having had an opportunity to conduct discovery.

8 60. As of the filing of this Complaint, none of the participants have received any refunds,  
9 and no refunds have been issued through Liberty, its agent LVGP, or third-party ticket vendor(s).

10 **VI. CLAIMS FOR RELIEF**

11 **COUNT I**  
12 **(Breach of Contract – Against All Defendants)**

13 61. Plaintiffs repeat and reallege the allegations contained in the paragraphs previously set  
14 forth as fully set forth herein.

15 62. This claim for breach of contract damages or, in the alternative, specific performance  
16 of the contract’s refund terms, is based on Defendants’ breaches of its contract with Plaintiffs and the  
17 putative Class members.

18 63. Plaintiffs, along with all putative Class members, purchased their tickets from LVGP  
19 and paid meaningful compensation to attend the FP1 and FP2 Practice Runs. LVGP was authorized  
20 by Liberty to act as Liberty’s ticket promoting and selling agent for the 2023 Las Vegas Grand Prix.  
21 As LVGP’s principal, Liberty is in privity of contracts with Plaintiffs.

22 64. Plaintiffs and all putative Class members performed under the contract, specifically, by  
23 tendering payment for the FP1 and FP2 Practice Runs to Liberty through its ticketing promoting agent  
24 LVGP and complied with all conditions precedent under the contract.

25 65. Defendants breached their contract by revoking Plaintiffs’ and all putative Class  
26 members’ admissions without cause precluding them from viewing the FP2 Practice Run event.  
27 Defendants also breached their contract by cancelling the FP1 Practice Run and not providing a refund  
28 when Defendants did not reschedule it. Plaintiffs, and all putative Class members were deprived of

1 attending the FP1 and FP2 Practice Runs they paid to see through no fault of their own, and they did  
2 not receive the benefit of their bargain with Defendants.

3 66. Therefore, Plaintiffs and putative Class members are entitled to refunds in connection  
4 with the FP1 and FP2 Practice Runs to which the ticketholders were refused entry.

5 67. As a result of Defendant's breaches of contract, Plaintiffs and putative Class members  
6 have incurred damages in an amount to be proven at trial.

7 **PRAYER FOR RELIEF**

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

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

15 B. For themselves and each Class member their actual compensatory damages in the form  
16 of a refund for the FP1 and FP2 Practice Runs;

17 C. Reasonable attorney's fees and costs of suit;

18 D. Interest at the statutory rate; and

19 E. For such other relief as the Court deems just and proper.

20 **JURY DEMAND**

21 Plaintiffs demand a trial by jury of all issues so triable.  
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1 Dated: March 12, 2025.

Respectfully submitted,

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*Attorneys for Plaintiffs*


# **Exhibit 1**

INTERNET ARCHIVE  
Wayback Machine  
33 captures  
28 Nov 2021 - 5 Jul 2024

https://www.libertymedia.com/investors/governance/executive-team

Go JUL SEP NOV 23 2022 2023 2024 About this capture

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# Executive Team

Overview News & Events Financial Info Stock Cost Basis Stock Data **Governance**



## Gregory B. Maffei

*President & Chief Executive Officer*

Greg Maffei – oversees the Liberty family of companies as they compete in the digital mobile era. Liberty's stocks have consistently outperformed the indexes and peers. Liberty Media ranked #8 in Fortune's 2022-2023 World's Most Admired Companies in the Entertainment Industry.

Maffei serves as President and CEO of Liberty Media Corporation, which owns media and entertainment businesses, including subsidiaries Formula 1 and SiriusXM, and an interest in Live Nation Entertainment. He is President and CEO of Liberty Broadband Corporation, which consists primarily of a 26% stake in Charter Communications and subsidiary GCI, Chairman, President and CEO of Atlanta Braves Holdings, Inc., which owns the Atlanta Braves and Chairman, President and CEO of Liberty TripAdvisor, which holds a controlling interest in TripAdvisor.

In addition, Maffei serves as Executive Chairman of Qurate Retail, Inc., which owns digital commerce businesses, including subsidiaries QVC, HSN and the Cornerstone Brands. Maffei also serves as Chairman of the Liberty-related companies Live Nation Entertainment, SiriusXM and TripAdvisor, and as a Director of Charter Communications and Zillow.

Prior to joining Liberty in 2005, Maffei served as Co-President of Oracle, Chairman and CEO of 360networks, and CFO of Microsoft. He has also served as a Director of Barnes & Noble, Citrix, DIRECTV, Dorling Kindersley, Electronic Arts and Starbucks and was Chairman of Expedia and Starz.

Maffei is a member of the Council on Foreign Relations. He has an MBA from Harvard Business School, where he was a Baker Scholar, and an AB from Dartmouth College where he formerly served on the Board of Trustees.

 Albert E. Rosenthaler

## Albert E. Rosenthaler

*Chief Corporate Development Officer*

Albert E. Rosenthaler serves as Chief Corporate Development Officer of Liberty Media Corporation, Qurate Retail, Inc., Liberty TripAdvisor Holdings, Inc., Atlanta Braves Holdings, Inc. and Liberty Broadband Corporation. As Chief Corporate Development Officer, Mr. Rosenthaler is responsible for identifying and pursuing investment and other opportunities and assists in setting strategic direction to maximize shareholder value. Mr. Rosenthaler has been with Liberty since April 2002 and most recently served as Liberty's Chief Tax Officer before taking on his current role in October 2016.

Mr. Rosenthaler serves as a director of Liberty TripAdvisor and TripAdvisor. He holds a Bachelor of Arts degree from Olivet College and a Master of Accounting Science from the University of Illinois.



## Brian J. Wendling

*Chief Accounting Officer & Principal Financial Officer*

Brian J. Wendling serves as Chief Accounting Officer and Principal Financial Officer of Liberty Media Corporation, Qurate Retail, Inc., Atlanta Braves Holdings, Inc. and Liberty Broadband Corporation. He is also Senior Vice President and Chief Financial Officer of Liberty TripAdvisor Holdings, Inc. Mr. Wendling has held various positions with these companies and their predecessors since 1999. Prior to joining these companies, he worked in the assurance practice of the accounting firm, KPMG.

Mr. Wendling serves on the board of Comscore, Inc. and has previously served on the boards of Fun Technologies Inc. and CommerceHub, Inc. He also serves on the board of Clothes to Kids of Colorado. Mr. Wendling received his Bachelor of Science degree in accounting from Indiana University.



## Renee L. Wilm

*Chief Legal Officer & Chief Administrative Officer*

Renee L. Wilm serves as Chief Legal Officer and Chief Administrative Officer of Liberty Media Corporation, Qurate Retail, Inc., Liberty TripAdvisor Holdings, Inc., Atlanta Braves Holdings, Inc. and Liberty Broadband Corporation. Ms. Wilm is responsible for managing legal and regulatory matters, providing strategic support across departments and supervising the day-to-day operations of our parent companies.

Ms. Wilm also serves as Chief Executive Officer of Las Vegas Grand Prix, Inc., a wholly owned subsidiary of Liberty Media and Formula 1 which is the promoter entity for the inaugural Formula 1 race on the legendary Las Vegas Strip scheduled to occur November 2023. She is responsible for overseeing all commercial and operational matters relating to the execution of the race.

Previously, Ms. Wilm was a Senior Partner with the law firm Baker Botts L.L.P., where she represented Liberty and its predecessors for over twenty years, specializing in mergers and acquisitions, complex capital structures and shareholder arrangements, as well as securities offerings and matters of corporate governance and securities law compliance. At Baker Botts, Ms. Wilm was a member of the Executive Committee, the East Coast Corporate Department Chair and Partner-in-Charge of the New York office.

Ms. Wilm holds a Bachelor of Business Administration with High Honors in Finance from Hofstra University and a Juris Doctorate degree from St. John's University School of Law, where she graduated summa cum laude and served as the Executive Articles Editor of the St. John's Law Review. Ms. Wilm serves on the Board of Advisors for the Fashion, Arts, Media & Entertainment Law Center at Cardozo Law School, Gala Committee of St. Mary's Academy and Teach for America Central Florida Advisory Board.



## Ben Oren

*Executive Vice President & Treasurer*

Ben Oren serves as Executive Vice President and Treasurer of Liberty Media Corporation, Qurate Retail, Inc., Liberty TripAdvisor Holdings, Inc., Atlanta Braves Holdings, Inc. and Liberty Broadband Corporation. Mr. Oren spent the previous twenty years in various investment banking roles. Most recently, Mr. Oren was a Managing Director with Credit Suisse, where he advised companies across multiple sectors including Technology, Media and Telecom on a broad set of capital markets transactions. At Credit Suisse, Mr. Oren was a member of the Investment Banking Committee, Corporate Insights Advisory Counsel, Capital Markets Innovation Counsel, and Americas Head of Liability Management. Prior to Credit Suisse, Mr. Oren was an Executive Director at UBS Securities, LLC. Mr. Oren holds a BS in Economics from the Wharton School of Business at the University of

Pennsylvania.

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