

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
5 6671 South Las Vegas Boulevard, Suite 275
Las Vegas, NV 89119
6 T: (702) 800-6000
7 F: (702) 224-2114
sd@stevedimopoulos.com
8 ps@stevedimopoulos.com
jkahn@jk-legalconsulting.com

Steve W. Berman (admitted *pro hac vice*)
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
T: (206) 268-9340
F: (206) 623-0594
steve@hbsslaw.com

Christopher R. Pitoun (admitted *pro hac vice*)
HAGENS BERMAN SOBOL SHAPIRO LLP
301 North Lake Avenue, Suite 920
Pasadena, CA 91101
T: (213) 330-7150
F: (213) 330-7152
christopherp@hbsslaw.com

9
10 *Attorneys for Plaintiffs*

11 [Additional Counsel Listed on Signature Page]

12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

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

17 Plaintiffs,

18 v.

19
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

**PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

1 PLEASE TAKE NOTICE THAT pursuant to Federal Rule 23(e), Plaintiffs Jack Diep,
2 Jory Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr. (collectively referred to as
3 “Plaintiffs”) hereby move this Court for an Order:

4 1. Granting Preliminary Approval of the proposed class action settlement with
5 Defendants Liberty Media Corporation and LVGP, Inc.;

6 2. Preliminarily certifying, for settlement purposes only, and pursuant to the terms of
7 the Settlement Agreement, the proposed Class for the purposes of providing notice to the
8 Members of the proposed Class, approving the form and content of, and directing the distribution
9 of the proposed Class Notice, annexed to the Settlement Agreement as Exhibits B and C;

10 3. Authorizing and directing the Parties to retain RG/2 as the Settlement
11 Administrator;

12 4. Appointing Hagens Berman Sobol Shapiro, LLP; Dimopoulos Injury Law;
13 Mahoney Law Group, APC; and Ivie, McNeill, Wyatt, Purcell & Diggs as Class Counsel.

14 5. Scheduling a date for the Final Approval Hearing not earlier than sixty (60) days
15 after the close of the claims period.

16 6. Appointing Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and
17 Ray Charles, Jr. as Class Representatives.

18 In support of this Motion, Plaintiffs have filed the accompanying Memorandum of Points
19 and Authorities with exhibits thereto. On February 9, 2026, Plaintiffs met and conferred via
20 email with Defendants Liberty Media Corporation and Las Vegas Grand Prix, Inc. regarding the
21 relief sought in this Motion. Defendants do not oppose Plaintiffs’ requested relief contained
22 therein while reserving all rights.

23 For the reasons set forth in the Memorandum of Points and Authorities, Plaintiffs
24 respectfully request that the Court grant their Unopposed Motion and enter the accompanying
25 [Proposed] Order.

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1 Dated: March 2, 2026

HAGENS BERMAN SOBOL SHAPIRO LLP

2 By: /s/ Steve W. Berman
3 Steve W. Berman (admitted *pro hac vice*)
4 1301 Second Avenue, Suite 2000
5 Seattle, WA 98101
6 T: (206) 623-7292
7 F: (206) 623-0594
8 steve@hbsslaw.com

9 Christopher R. Pitoun (admitted *pro hac vice*)
10 HAGENS BERMAN SOBOL SHAPIRO LLP
11 301 North Lake Avenue, Suite 920
12 Pasadena, CA 91101
13 T: (213) 330-7150
14 F: (213) 330-7152
15 christopherp@hbsslaw.com

16 Jared B. Kahn, Esq. (Nevada Bar No. 12603)
17 Steve Dimopoulos, Esq. (Nevada Bar No. 12729)
18 Paul A. Shpirt, Esq. (Nevada Bar No. 1044)
19 DIMOPOULOS INJURY LAW
20 6671 South Las Vegas Boulevard, Suite 275
21 Las Vegas, NV 89119
22 T: (702) 800-6000
23 F: (702) 224-2114
24 jkahn@jk-legalconsulting.com
25 sd@stevedimopoulos.com
26 ps@stevedimopoulos.com

27 *Attorneys for Plaintiffs Jack Diep,*
28 *Joey Levy, James Dayap, and the Proposed*
Settlement Class

1 Dated: March 2, 2026

MAHONEY LAW GROUP, APC

2 By: /s/ Katherine J. Odenbreit
3 Katherine J. Odenbreit (admitted *pro hac vice*)
4 Kevin Mahoney (admitted *Pro Hac Vice*)
5 249 E. Ocean Boulevard, Suite 814
6 Long Beach, CA 90802
7 T: (562) 590-5550
8 kmahoney@mahoney-law.net
9 kodenbreit@mahoney-law.net

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Rodney S. Diggs (admitted *pro hac vice*)
IVIE, McNEILL, WYATT, PURCELL & DIGGS
444 S. Flower Street, Suite 3200
Los Angeles, CA 90071
T: (213) 489-0028
rdiggs@imwlaw.com

Victoria L. Hightower
IVIE, McNEILL, WYATT, PURCELL & DIGGS
8485 W Sunset Road, Suite 105
Las Vegas, NV 89113
T: (725) 677-4055
vhightower@imwlaw.com

Attorneys for Plaintiffs Marvin Cutchins, Ray Charles, Jr., and the Proposed Settlement Class

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I. INTRODUCTION

1 Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr., on
2 behalf of themselves and other members of the proposed Settlement Class, are pleased to report
3 their proposed Settlement with Defendants Liberty Media Corporation (“Liberty”) and LVGP,
4 Inc. (“LVGP”) (collectively “Defendants”). The Settlement, if approved, would resolve the
5 claims of a Settlement Class comprising 32,219 tickets to the 2023 Las Vegas Grand Prix. The
6 Settlement Class is designed to bring relief to ticketholders worldwide of Thursday-Only and
7 Three-Day Tickets who scanned their ticket for entry before 11:59:59 P.M. on November 16,
8 2023, and attempted to attend the FP2 Free Practice Run. The Settlement Class Members all
9 stand to recover substantial amounts under the Settlement. All will receive notice electronically
10 via email. Most will receive direct monetary payments automatically. The remainder will receive
11 their direct monetary payments after filling out a short and easy to follow claim form.
12

13 The proposed Settlement establishes a \$3,047,986 non-reversionary monetary fund from
14 which Settlement Class members will receive direct distributions. This fund will also be used to
15 pay Administration Costs, Attorneys’ Fees, Costs and Expenses, and Class Representative
16 Service Awards. Even after accounting for these costs and depending on the number of Class
17 Members who make a claim, the Net Class Settlement Amount will provide each Class Member
18 anywhere from 36% to 71% percent of their damages, an impressive recovery by any measure.
19 Minimum payments to individual Settlement Class Members will be based on whether they
20 purchased Thursday-Only and Three-Day Tickets. The Settlement provides just compensation to
21 each category of ticketholder.

22 The Settlement follows nearly two years of intense litigation, including multiple motions
23 to dismiss, extensive informal discovery, and negotiation. It is the product of arm’s-length
24 negotiations among experienced counsel under the auspices of a highly respected mediator, the
25 Hon. S. James Otero. The Settlement Class satisfies the requirements of Rule 23(a) and Rule
26 23(b)(3). *See* Section IV.A. *infra*. Under the analysis set forth by both the *Churchill* factors and
27 *In re Bluetooth* factors, the Settlement terms are more than fair, reasonable, and adequate. *See*
28 Section IV.B. *infra*. The recovery for the Settlement Class is well within the range of approval

1 amounts, and settlement at this stage eliminates the risk of a litigated outcome that could return
2 less value, or no value at all.

3 For these reasons and those fully stated more fully below, Plaintiffs respectfully request
4 that the Court grant preliminary approval of the Settlement and enter the proposed Preliminary
5 Approval Order.

6 II. BACKGROUND

7 A. Procedural History.

8 This consolidated case is a proposed class action of ticket purchasers to the 2023 Las
9 Vegas Grand Prix who initially brought claims against Defendants alleging breach of contract,
10 negligence, and violations of the Nevada Deceptive Trade Practice Act. ECF No. 37. Defendants
11 dispute that Plaintiffs have viable claims.

12 On November 17, 2023, Plaintiffs Matt Raddue, Jack Diep, Jory Levy, Carlos Mauricio
13 Gil, and James Dayap filed their initial class action complaint in Nevada state court. Case No. A-
14 23-881890-C. On December 26, 2023, Liberty removed that matter to this Court. *See Raddue, et*
15 *al. v. Liberty Media Corp., et al.*, No. 2:23-cv-02124-GMN-NJK (D. Nev.), at ECF No. 1
16 (“*Raddue*”). On December 27, 2023, Plaintiffs Marvin Cutchins and Ray Charles, Jr. filed their
17 initial class action complaint in Nevada state court. Case No. A-23-884206-C. On January 5,
18 2024, Liberty removed that matter to federal court. *See Cutchins, et al., v. Liberty Media Corp.,*
19 *et al.*, 2:24-cv-00048-APG-EJY (D. Nev.) (“*Cutchins*”). On January 23, 2024, Plaintiffs filed a
20 motion to consolidate the *Raddue* and *Cutchins* matters. ECF No. 29. On April 23, 2024, after
21 the matter was fully briefed, this Court granted Plaintiffs’ motion to consolidate and ordered
22 Plaintiffs to file a consolidated complaint. ECF No. 35. On May 24, 2024, Plaintiffs filed the
23 Consolidated Class Action Complaint (“*CCAC*”). ECF No. 37. On June 7, 2024, Defendants
24 moved to dismiss pursuant to Fed. R. Civ. P. 12(b)(6). ECF Nos. 38, 39. Briefing on Defendants’
25 respective motions to dismiss was completed on July 26, 2024. ECF No. 45. On February 19,
26 2025, Defendants’ Motion to Dismiss was granted in part. ECF No. 54. Plaintiffs were granted
27 leave to amend as to the Breach of Contract claim only. *Id.*

1 On March 12, 2025 Plaintiffs filed a First Amended Consolidated Class Action
2 Complaint (“FACC”). ECF No. 55. On April 15, 2025, Defendants filed a motion to dismiss the
3 FACC pursuant to Fed. R. Civ. P. 12(b)(6). ECF No. 62. On May 9, 2025, the parties completed
4 briefing on Defendants’ motion to dismiss. ECF No. 77. The motion remains pending.

5 On October 30, 2025 the parties filed a Stipulation to Stay the Case pending approval of a
6 class action settlement, which the Court granted. ECF Nos. 78-81.

7 **B. The Proposed Settlement.**

8 **1. The settlement negotiations.**

9 The Settlement is the product of hard bargaining by experienced counsel, which, coupled
10 with the active involvement of a skilled mediator, supports a “presumption that the settlement is
11 fair and reasonable.” *Garner v. State Farm Mut. Auto Ins. Co.*, 2010 WL 1687832, at *13 (N.D.
12 Cal. Apr. 22, 2010); *see also In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 327 (N.D.
13 Cal. 2018) (noting that “Courts in this district have recognized that ‘the assistance of an
14 experienced mediator in the settlement process confirms that the settlement is non-collusive”).
15 On July 8, 2025 while a ruling on Defendants’ Motion to Dismiss the FACC was pending, the
16 Parties engaged in mediation with the Hon. S. James Otero (Ret.). Pitoun Dec., ¶ 2.¹ In
17 preparation for mediation, Plaintiffs requested that Defendants provide Plaintiffs with the
18 underlying data supporting positions taken in their mediation brief. *Id.*, ¶ 3. The requested data
19 related to the number of ticket purchasers who had scanned their tickets for entry before
20 midnight on November 16, 2023 when the FP2 Free Practice Session (“FP2”) was set to begin.
21 *Id.*, ¶ 4. The matter did not settle at mediation. *Id.* Nonetheless, over the next several months, the
22 Parties engaged in direct negotiations with the mediation providing a steppingstone to progress.
23 *Id.*, ¶ 5. These iterative negotiations were at arms-length and hard fought. In October 2025, after
24 several rounds of proposals and counter-proposals, the parties came to an agreement in principle.
25 *Id.*, ¶ 6.

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¹ All “Pitoun Dec.” and “Ex. ___” references are to the Declaration of Christopher Pitoun in Support of Pls.’ Unopposed Mot. for Preliminary Approval, unless otherwise indicated.

1 Subsequently, Defendants provided Plaintiffs confirmatory discovery allowing Plaintiffs
2 to independently confirm: the class size, number of Thursday-Only and Three-Day Tickets
3 scanned before midnight on November 16, 2023, identify tickets transferred to other individuals,
4 and the average price for the tickets. *Id.*, ¶ 7. Plaintiffs retained Dr. Russell W. Mangum III,
5 Ph.D., a highly experienced economist and damages expert, to analyze the methodology for
6 determining the value of the Thursday-Only and Three-Day tickets attributable to FP2 and
7 ensure that the model for allocation was fair to all Class Members. Ex. 3, Mangum Dec.

8 Once Plaintiffs were satisfied by the information exchanged prior to, during and after
9 mediation was accurate, the Parties memorialized the Class Settlement. *See* Ex. 1.

10 **2. The settlement consideration and release.**

11 The proposed Settlement Class consists of all persons or entities who:

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

18 The Class excludes: (i) the United States District Judge and United States Magistrate Judge
19 assigned to the Action, and any member of their staffs or their immediate families; (ii) the
20 Honorable S. James Otero (Ret.) and any member of his staff or his immediate family; (iii)
21 Defendants, and any of Defendants' corporate affiliates, subsidiaries, officers, directors,
22 employees, legal representatives, successors, and assigns; (iv) any person or entity who timely
23 opts out of the Class; (v) all person or entity who purchased or possessed a ticket that LVGP sold
24 internally to LVGP and Liberty personnel or associated individuals; (vi) all persons or entities
25 who purchased or possessed a ticket that LVGP sold to F1 teams, F1's partners, LVGP's
26 partners, and resellers, as each of these classes of tickets is designated in LVGP's internal
27 records; and (vii) all persons or entities who received a transferred Paddock Club ticket (which
28 was a certain type of Three-Day Ticket Defendants sold directly to certain Class Members).

1 **a. Monetary relief.**

2 The Settlement provides for Defendants to pay \$3,047,986 into a common fund, with no
3 reversion to Defendants. The settlement amount of \$3,047,986 will be used to pay
4 Administration Costs, Attorneys' Fees, Costs and Expenses, Class Representative Service
5 Awards, and Individual Class Member Payments. Ex. 1, ¶ III.13, IX.A.

6 **(1) Payment of Administration Costs.**

7 Administration Costs will be paid from the common fund. RG/2 Claims Administration
8 LLC ("RG/2") has been selected as the claims administrator in this matter. RG/2 currently
9 estimates the costs of administration to be \$76,306.00 based in part on Defendants'
10 representation of the number of Class Members. Pitoun Dec., ¶ 16.

11 **(2) Class Representative Service Award.**

12 Plaintiffs will apply to the Court for a Class Representative Service Award for each
13 Plaintiff in the amount not to exceed \$2,500.00 each (collectively \$12,500.00) that will be paid
14 from the common fund. Ex. 1, ¶ IX.B.3. Any amount of the requested service award not
15 approved by the Court will be included in the Net Class Settlement Amount and included in the
16 distribution to the Settlement Class. *Id.*, ¶ IX.B.4.

17 **(3) Class Counsel's application for attorneys' fees and costs.**

18 Class Counsel shall move the Court for an award of attorney's fees ("Motion for Fees")
19 and costs not to exceed 30% of the amount actually contributed to the common fund and actual
20 costs incurred. *Id.*, ¶ X.2. Any amount of the requested Attorneys' Fee Award and costs not
21 approved by the Court will be included in the Net Class Settlement Amount and included in the
22 distribution to the Settlement Class. *Id.*

23 **(4) Net Class Settlement Amount.**

24 The remaining amount from the original common fund after the Administration Costs,
25 Attorneys' Fees, Costs and Expenses, and Class Representative Service Awards are paid will be
26 the Net Class Settlement Amount. *Id.*, ¶ III.B.28. The Net Class Settlement Amount will be used
27 to make payments to the Class Members for FP2 which they attempted to see but were unable to
28 do so.

1 **b. Automatic payments**

2 Class Members identified in the Class List who purchased a Thursday-Only or Three-Day
3 Ticket directly from LVGP and did not transfer the ticket will receive notice that they are
4 included in the Participating Class and will automatically receive Individual Settlement
5 Payments electronically without any further action, unless that person or entity submits a valid
6 Opt-Out. Ex. 1, ¶ IX.C.1. Participating Class Members identified in the Class List who received
7 a transferred Thursday-Only or Three-Day Ticket from a person or entity who originally
8 purchased such ticket from LVGP and for whom it is known paid monetary consideration for the
9 ticket transfer on Ticketmaster’s secondary resale market, will receive notice that they are
10 included in the Participating Class and will automatically receive Individual Settlement
11 Payments electronically without any further action, unless that person or entity submits a valid
12 Opt-Out. *Id.*, ¶ IX.C.3. The purchasers or possessors of 3,606 Thursday-Only Tickets will
13 receive automatic payments. Pitoun Dec., ¶ 11. The purchasers or possessors of 14,338 Three-
14 Day Tickets will receive automatic payments. *Id.*, ¶ 12.

15 **c. Claims process.**

16 For Class Members identified in the Class List as having received a transferred Thursday-
17 Only or Three-Day Ticket from a person or entity who originally purchased the ticket from
18 LVGP but for whom it is currently unknown whether that person paid monetary consideration
19 for the ticket, will receive notice that they are included in the Participating Class regardless of
20 whether they complete the Claim Form and will receive an Individual Settlement Payment only
21 after returning the Claim Form, subject to verification by the Settlement Administrator, unless
22 that person or entity submits a valid Opt-Out. Ex. 1, ¶ IX.C.3. Forty-four Thursday-Only Ticket
23 purchasers will need to file a Claim Form to receive payments. Pitoun Dec., ¶ 13. 14,231 Three-
24 Day Ticket purchasers will need to file a Claim Form to receive payments. *Id.*, ¶ 14.

25 **d. Payment to Class Members.**

26 The exact value of payments to Class Members and the number of Class Members
27 receiving payments (“Participating Class Members”) will not be known until the Settlement
28 Administrator has identified the total number of approved Claim Forms. The value of payments

1 to Participating Class Members will first be calculated based on a formula which incorporates the
 2 average face value for Thursday-Only or Three-Day Ticket,² the percentage of each ticket's
 3 value attributable to FP2,³ and a discount for the uncertainty of continued litigation.⁴ Ex. 3,
 4 Mangum Dec., ¶¶ 24-31. These values represent the Entitled Amounts for the two categories of
 5 tickets. Once the number of Participating Class Members are known, then it will be possible to
 6 determine the Total Entitlement. *Id.*, ¶¶ 36-39. The actual payments to Class Members will be
 7 adjusted *pro rata* based on the number of Class Members who submit a valid claim form. *Id.*, ¶¶
 8 23-24. If more absent Class Members submit valid Claim Forms, then the average actual
 9 payment to Class Members will go down. *Id.*, ¶¶ 23, 40, 44. However, more Class Members will
 10 be getting relief. Conversely, if fewer absent Class Members submit valid Claim Forms, then the
 11 average actual payment to Class Members will go up. However, fewer Class Members will be
 12 getting relief.

13 **e. Class release.**

14 The Parties desire and seek Court approval of the Settlement and a final judgment and
 15 order dismissing with prejudice the claims of Plaintiff and the Class Members. The scope of the
 16 release is limited to the claims that were, or could have been, reasonably alleged by reason of, or
 17 in connection with, or that are reasonably related to any matter or fact set forth or referred to in
 18 this litigation. The released claims include but are not limited to any and all claims brought under
 19 the common law of any jurisdiction, or any federal, state or local law, statute, ordinance,
 20 regulation, rule or executive order, or any obligation or duty at law or in equity which is in
 21 connection with or reasonably relates to a Thursday-Only Ticket and Three-Day Ticket to FP2 of
 22 the 2023 Las Vegas Grand Prix. Ex. 1, ¶ XI.A.

23
 24 ² These are calculated to be \$274 for Thursday-Only Tickets and \$3,235 for Three-Day
 Tickets.

25 ³ The parties place 40% of the Thursday-Only Tickets' value as attributable to FP2. The
 26 parties place 6% of the Three-Day Tickets' value as attributable to FP2.

27 ⁴ The parties place the risk of continued litigation at 46%. The risks include the uncertainty at
 28 the motion to dismiss, class certification, and summary judgment phases. Trial also presents
 significant uncertainty. Litigation is also time consuming and resolution of this matter could
 easily take years.

1 **f. Compliance with 28 U.S.C. § 1715.**

2 Defendants' attorneys shall serve the Class Action Fairness Act ("CAFA") notice
3 required by 28 U.S.C. § 1715(b) on the appropriate Federal and State officials within ten (10)
4 days of the filing of the Preliminary Approval Motion. Pitoun Dec., ¶ 16. Defendant will submit
5 a declaration of compliance with the Motion for Final Approval. The Parties will notify the Court
6 of any objection from relevant government officials.

7 **3. The notice and distribution plan.**

8 Plaintiffs propose RG/2 Claims Administration LLC to be the Settlement Administrator.
9 Ex. 1, ¶ III.39. Defendants will provide to the Administrator a list of possible Class Members.
10 Class Notice will be sent via email to the email addresses for ticket purchasers provided by
11 Defendants. *Id.*, ¶ VI.C.1-2. The email Notice will contain a link to the website established by
12 the Administrator for this case which will contain a Long-Form Notice, instructions on how to
13 submit a Claim Form if necessary, the First Amended Consolidated Complaint, and other
14 information and documents to fully inform Class Members of the terms of the Settlement and
15 their rights. Ex. 4, Wickersham Dec., ¶¶ 6, 12-14.

16 **4. Class Members' opportunity to opt-out, enter an appearance, or object.**

17 Class Members will be afforded the opportunity to Opt-Out of the Settlement by
18 submitting a written request to the Administrator within 60 days of the distribution of the Notice.
19 Ex. 1, ¶ VI.D.

20 The Notice will also advise Class Members that they can object to the Settlement by
21 submitting a written objection to the Court and to the parties. Class members may do so through
22 an attorney of their choosing at their expense, or by appearing at the Final Approval Hearing. *Id.*,
23 ¶ VI.D.

24 **III. LEGAL STANDARD**

25 The Ninth Circuit has declared that a strong judicial policy favors settlement of class
26 actions. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).⁵ However, a class

27 ⁵ Internal citations and quotations omitted, and emphasis added throughout, unless otherwise
28 indicated.

1 action may not be settled without court approval. Fed. R. Civ. P. 23(e). Rule 23(e)(1) provides
2 that preliminary approval should be granted when the Court “will likely be able to” certify the
3 class for purposes of judgment on the proposed settlement. Fed. R. Civ. P. 23(e)(1)(B)(ii). When
4 the parties to a putative class action reach a settlement agreement prior to class certification,
5 “courts must peruse the proposed compromise to ratify both the propriety of the certification and
6 the fairness of the settlement.” *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003). At the
7 preliminary stage, the court must first assess whether a class can be certified under Rule 23(a)
8 and one of the three categories of Rule 23(b)(3). *See Grady v. RCM Techs., Inc.*, 671 F. Supp. 3d
9 1065, 1071–72 (C.D. Cal. 2023). Second, a settlement may be approved only after the court
10 determines whether the proposed settlement “is fundamentally fair, adequate, and reasonable.”
11 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

12 IV. THE SETTLEMENT WARRANTS PRELIMINARY APPROVAL

13 A. The Settlement Class Merits Certification.

14 Class certification is a two-step process. First, Plaintiffs must establish numerosity,
15 commonality, typicality, and adequacy under Rule 23(a). Second, Plaintiffs must establish that
16 one of the bases for certification under Rule 23(b) is met. Because the claims are being certified
17 for purposes of settlement, the Court need not be concerned with manageability issues since “by
18 definition, there will be no trial.” *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 557 (9th
19 Cir. 2019) (en banc). Plaintiffs contend, and Defendants do not dispute for settlement purposes
20 only, that the proposed Settlement Class meets the requirements for class certification under
21 Rules 23(a) and 23(b)(3).⁶ However, when evaluating class certification in the context of a
22 proposed settlement, courts “must pay ‘undiluted, even heightened, attention’ to class
23 certification requirements,” *Hanlon*, 150 F.3d at 1019 (quoting *Amchem Prods., Inc. v. Windsor*,
24 521 U.S. 591, 620 (1997)), “because ‘the court will lack the opportunity, present when a case is
25 litigated, to adjust the class, informed by the proceedings as they unfold,’” *Howell v. JBI, Inc.*,
26 298 F.R.D. 649, 657 (D. Nev. 2014) (quoting *Amchem*, 521 U.S. at 620).

27
28 ⁶ Defendants expressly deny that class certification would be appropriate if the Court were
not to approve the Settlement, and the case continued to be litigated.

1 **c. Plaintiffs' claims are typical.**

2 Rule 23(a)(3) requires that the class representatives' claims be "typical of the claims ...
3 of the class." Fed. R. Civ. P. 23(a)(3). A plaintiff's claim is typical "if it arises from the same
4 event or practice or course of conduct that gives rise to the claims of other class members and his
5 or her claims are based on the same legal theory." *De La Fuente v. Stokely-Van Camp, Inc.*, 713
6 F.2d 225, 232 (7th Cir. 1983). "The test of typicality 'is whether other members have the same or
7 similar injury, whether the action is based on conduct which is not unique to the named
8 plaintiffs, and whether other class members have been injured by the same course of conduct.'" *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir. 1992). "Typicality refers to the nature
9 of the claim or defense of the class representative, and not to the specific facts from which it
10 arose or the relief sought." *Id.*

11 Here, Plaintiffs' and the Class Members' claims all arise from their purchase of a ticket to
12 the 2023 Las Vegas Grand Prix. All Plaintiffs and Class Members attended Day One of the 2023
13 Las Vegas Grand Prix by scanning their ticket for entry before midnight. ECF No. 55 at 3-4.
14 Plaintiffs Jory Levy and James Dayap purchased Thursday-Only Tickets. Plaintiffs Jack Diep,
15 Marvin Cutchins, and Ray Charles, Jr. purchased Three-Day Tickets. All Plaintiffs allege that
16 Defendants similarly injured them and Settlement Class Members by removing them from the
17 race viewing areas before the FP2 session began. The Plaintiffs' claims and alleged injury are
18 typical of the Class Members.

19 **d. The adequacy requirement is met.**

20 Rule 23(a)(4) requires that the representative plaintiffs "will fairly and adequately protect
21 the interests of the class." Fed. R. Civ. P. 23(a)(4). In *Hanlon*, the Ninth Circuit identified two
22 issues for determining the adequacy: (1) whether the named plaintiffs and their counsel have any
23 conflicts of interest with other class members, and (2) whether the named plaintiffs and their
24 counsel will "prosecute the action vigorously on behalf of the class." 150 F.3d at 1020.
25

26 There is no intra-class conflict between Plaintiffs and the absent Class Members. Ex. 5,
27 Diep Dec., ¶ 4; Ex. 6, Levy Dec., ¶ 4; Ex. 7, Dayap Dec., ¶ 4; Ex. 8, Cutchins Dec., ¶ 5; Ex. 9,
28 Charles Dec., ¶ 5. Plaintiffs understand the case and why it was brought on their behalf. *Id.* They

1 all are equally interested in obtaining relief for their allegations that Defendants’ revoked their
2 and Class Members’ admission before the FP2 session could begin and have attested to their
3 willingness to do what is necessary to drive this case forward. Every Class Member who
4 purchased a Thursday-Only Ticket will receive the same partial refund. Every Class Member
5 who purchased a Three-Day Ticket will receive the same partial refund. Ex. 3, Mangum Dec., ¶
6 23.

7 Proposed Class Counsel is adequate because they have the expertise necessary to
8 aggressively and fairly represent the Class. Pitoun Dec., ¶ 19. Proposed Class Counsel has
9 demonstrated it will vigorously prosecute this matter and advocate on behalf of the Class as
10 significant motion practice has been litigated before discovery was commenced. *See* ECF Nos.
11 39, 48, 62. Further, Class Counsel has significant experience in litigating complex class actions,
12 including consumer class actions as well as trial experience. *See e.g.*, Pitoun Dec., ¶ 20; Ex. 2;
13 Ex. 10, Mahoney Dec., ¶¶ 2-11.

14 **2. The Settlement Class satisfies the requirements of Rule 23(b)(3).**

15 Once the four requirements of Rule 23(a) are met, “the potential class must also satisfy at
16 least one provision of Rule 23(b).” *Rosario v. Livaditis*, 963 F.2d 1013, 1017 (7th Cir. 1992),
17 *cert. denied*, 506 U.S. 1051 (1993); *see also General Tel. Co. v. Falcon*, 457 U.S. 147, 161
18 (1982). Rule 23(b)(3) states that a class may be certified when “questions of law or fact common
19 to class members predominate over any questions affecting only individual members, and ... a
20 class action is superior to other available methods for fairly and efficiently adjudicating the
21 controversy.” Fed. R. Civ. P. 23(b)(3).

22 **a. Common questions of law or fact predominate over individual issues.**

23 Satisfying Rule 23(b)(3) requires that “questions common to the class predominate, not
24 that those questions will be answered, on the merits, in favor of the class.” *Amgen Inc. v. Conn.*
25 *Ret. Plans & Tr. Funds*, 568 U.S. 455, 459 (2013). “Common issues predominate over individual
26 issues when the common issues ‘represent a significant aspect of the case and they can be
27 resolved for all members of the class in a single adjudication.’” *Edwards*, 798 F.3d at 1182
28 (quoting 7AA Charles Alan Wright & Arthur R. Miller, *Federal Practice and Procedure* § 1778

1 (3d ed. 1998)). “[E]ven if just one common question predominates, ‘the action may be
2 considered proper under rule 23(b)(3) even though other important matters will have to be tried
3 separately.’” *In re Hyundai & Kia*, 926 F.3d at 557 (quoting *Tyson Foods, Inc. v. Bouaphakeo*,
4 136 S. Ct. 1036, 1045 (2016)). Here, nearly every material legal and factual issue is common to
5 the class.

6 The predominance assessment “begins, of course, with the elements of the underlying
7 cause of action.” *Walker v. Life Ins. Co. of the Sw.*, 953 F.3d 624, 630 (9th Cir. 2020). To prove a
8 breach of contract, a plaintiff must demonstrate that a valid contract exists, there was a breach of
9 the contract, and that damages occurred. *Sherman v. Smead*, 527 P.3d 973 (Nev. Ct. App. 2023).
10 Because the Ticket Terms are materially *identical* for every single Class Member, they provide
11 common evidence of the valid contract between the Class Members and Defendants. ECF No. 40
12 at 10. The core legal determination for the Court is also the same for all Class Members.
13 Common to every class member is the issue of whether Defendants breached the contract by
14 failing to provide a refund to consumers when Defendants’ revoked Class Members’ admission
15 before the FP2 session began. Resolving these issues requires the same analysis for every Class
16 Member and will determine every Class Member’s claim. Thus, these issues predominate over
17 any individualized issues and can only be resolved using common evidence.

18 **b. Class adjudication is plainly superior to individual lawsuits.**

19 The superiority inquiry requires assessment of whether a “class action is superior to other
20 available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P.
21 23(b)(3). The court’s determination should focus on whether the settlement will “achieve
22 economies of time, effort, and expense, and promote ... uniformity of decision as to persons
23 similarly situated, without sacrificing procedural fairness or bringing about other undesirable
24 results.” *Amchem*, 521 U.S. at 615.

25 First, as discussed above, the questions of law and fact here are not only predominantly
26 common but are essentially exclusively common. Once the common determinations are made
27 (regarding Defendants’ blanket decision to eject all Class Members from the viewing areas
28 without cause before the FP2 Session began, and failing to pay refunds was a breach of contract),

1 all that remains are the ministerial determinations such as whether the Class Member had a
2 Thursday-Only or Three-Day Ticket. It is far more efficient to resolve these dispositive issues in
3 a single proceeding, as opposed to thousands of individual actions in which the same conduct of
4 Defendants would be adjudicated over and over, resulting in a massive waste of resources. *See*
5 *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1176 (9th Cir. 2010) (“It is far more
6 efficient to litigate this—the [common] basis for their claim—on a classwide basis rather than in
7 thousands of individual and overlapping lawsuits.”); *Vaccarino v. Midland Nat. Life Ins. Co.*,
8 2013 WL 3200500, at *20 (C.D. Cal. June 17, 2013) (“This case presents a number of issues
9 capable of resolution with a ‘single stroke,’ which makes the class action vehicle the most
10 effective method for fairly and efficiently adjudicating class members’ rights.”).

11 Furthermore, adjudicating this matter as a class action is a superior approach to resolving
12 the instant controversy because it avoids the dangers of duplicative litigation and the unfairness
13 of inconsistent judgments. *See Johnson v. Hartford Cas. Ins. Co.*, 2017 WL 2224828, at *17
14 (N.D. Cal. May 22, 2017). Finally, the value of Class Members’ claims which at best are in the
15 hundreds of dollars, do not justify the substantial legal fees and costs of litigating against the
16 formidable Defendants present in this case. *See Zinser v. Accufix Research Inst., Inc.*, 253 F.3d
17 1180, 1191 (9th Cir. 2001) (“We recognize that a party with a claim of \$50,000 might have a
18 difficult time alone pursuing a complex ... case.”).

19 Accordingly, the Putative Class satisfies the requirements of Rule 23(a) and 23(b) and
20 should be certified for settlement purposes.

21 **B. The Settlement Is Fair, Reasonable, and Adequate.**

22 The Court must next determine whether the terms of the proposed Settlement are fair,
23 reasonable, and adequate towards the absent class members. *See Fed. R. Civ. P. 23(e)(2)*. Under
24 Ninth Circuit precedent, courts examining whether a proposed settlement comports with Rule
25 23(e)(2) are guided by the *Churchill* factors:

26 (1) the strength of the plaintiff’s case; (2) the risk, expense,
27 complexity, and likely duration of further litigation; (3) the risk of
28 maintaining class action status throughout the trial; (4) the amount
offered in settlement; (5) the extent of discovery completed and the
stage of the proceedings; (6) the experience and views of counsel;

1 (7) the presence of a governmental participant; and (8) the reaction
2 of the class members of the proposed settlement.

3 *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (quoting *Churchill*
4 *Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)). Here, “a settlement agreement is
5 negotiated prior to formal class certification, consideration of these eight *Churchill* factors alone
6 is not enough.” *Id.*

7 “Prior to formal class certification, there is an even greater potential for a breach of
8 fiduciary duty owed the class during settlement.” *Howell*, 298 F.R.D. at 657. Accordingly, “such
9 agreements must withstand an even higher level of scrutiny for evidence of collusion or other
10 conflicts of interest than is ordinarily required under Rule 23(e) before securing the court’s
11 approval as fair.” *In re Bluetooth*, 654 F.3d at 946 (citing *Hanlon*, 150 F.3d at 1026). Therefore,
12 before approving a precertification settlement, the Court must not only show that it “has explored
13 the *Churchill* factors comprehensively, but also that the settlement is not the product of collusion
14 among the negotiating parties.” *Id.* at 947.

15 **1. Churchill factors.**

16 **a. While Plaintiffs believe in the strength of their case, the risks of
17 further litigation are significant.**

18 With respect to the first two Churchill factors, the Court must weigh the “strength of [the
19 plaintiffs’] case relative to the risks of continued litigation.” *Daniels v. Aria Resort & Casino,*
20 *LLC*, 2023 WL 2634613, at *2 (D. Nev. Mar. 23, 2023) (Navarro J.) (quoting *Lane v. Facebook,*
21 *Inc.*, 696 F.3d 811, 823 (9th Cir. 2012)). Approval of a class settlement is appropriate in cases in
22 which “there are significant barriers plaintiffs must overcome in making their case.” *Chun-Hoon*
23 *v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 851 (N.D. Cal. 2010). Similarly, difficulties and
24 risks in litigating weigh in favor of approving a class settlement. *See Rodriguez v. West Publ’g*
25 *Corp.*, 563 F.3d 948, 966 (9th Cir. 2009).

26 Plaintiffs’ counsel strongly believe the claims in this action have merit. Pitoun Dec., ¶ 21.
27 However, Defendants made their intention to mount a tough defense clear. For example, in the
28 parties’ Joint Discovery Plan and Scheduling Order (“Joint Discovery Plan”), Defendants
proposed a schedule that not only bifurcated discovery but also sought to allow Defendants two

1 rounds of summary judgment briefing rather than one. ECF No. 49 at 8-13. Concurrent to the
2 filing of the Joint Discovery Plan, Liberty also filed a motion to stay discovery pending the
3 outcome of Defendants’ first motion to dismiss. This matter was fully briefed. In granting
4 Defendants’ request to stay discovery, Magistrate Judge Nancy J. Koppe stated “the Court is
5 convinced by the arguments presented in the motion to dismiss that Plaintiffs will be unable to
6 state a claim” based on the “preliminary peek” analysis. ECF No. 53 at 2. While this Court
7 ultimately ruled differently, the Magistrate’s opinion serves to demonstrate that reasonable
8 judicial minds can disagree on the strength of Plaintiffs’ claims. While Defendants’ first motion
9 to dismiss was granted in part, and Plaintiffs were granted leave to amend their breach of
10 contract claim, Defendants did initially succeed in dismissing each of Plaintiffs’ claims. ECF
11 No. 54 at 11. After Plaintiffs filed their First Amended Complaint, Defendants again moved to
12 dismiss. ECF No. 62. Even if Defendants’ motion to dismiss failed, Defendants have represented
13 that they would challenge Plaintiffs’ case at every turn including class certification, at summary
14 judgement, and through an appeal, if necessary. ECF No. 49 at 8-13.

15 The expenses, complexity, and likely duration of continued litigation also favor
16 settlement now. Already, this case is three years old. While Plaintiffs served their initial
17 discovery requests on September 10, 2024, Pitoun Dec., ¶ 25, the parties made no progress
18 because Defendants’ motion to stay was granted. ECF No. 53 at 1-2. The parties had yet to
19 exchange their initial disclosures. ECF No. 49. Even once the stay was lifted and discovery could
20 begin, the timeline for discovery in complex class actions is months and more likely years.
21 Prevailing at class certification and summary judgment would require experts to perform a
22 survey-based conjoint analysis to distill the value of the FP2 practice run from Plaintiffs’ overall
23 ticket face value. Such expert analysis is expensive and time consuming and would inevitably
24 face *Daubert* challenges from Defendants. In fact, if this Settlement was not secured and/or is
25 not approved, there is a distinct possibility the Class would obtain no recovery at all if
26 Defendants’ pending Motion to Dismiss was granted. The risks of further litigation favor
27 approval.

1 **b. Maintaining class status would be challenging.**

2 Under Federal Rule of Civil Procedure 23(c), an “order that grants or denies class
3 certification may be altered or amended before final judgment.” Fed. R. Civ. P. 23(c)(1)(C). In
4 many jurisdictions, tickets to entertainment events are considered “revocable licenses” only
5 guaranteeing the ticket holder the right to enter the event, but no “promise” the event itself will
6 meet the expectation of the purchasers. *See* ECF No. 62 at 12-14. In ruling that the Plaintiffs had
7 properly pled a cognizable injury, the Court noted that the Ninth Circuit has not adopted the
8 license approach to sports tickets. ECF No. 54 at 5 (citing *In re Pacquiao-Mayweather Boxing*
9 *Match Pay-Per-View Litig.*, 942 F.3d 1160 (9th Cir. 2019)). The Ninth Circuit could easily
10 revisit this issue and reverse its position. Such an opinion would all but assure the success of a
11 motion to decertify.⁷

12 Moreover, a class action of this nature is relatively novel. Plaintiffs could only identify
13 one other circuit case where a class of sports ticketholders was certified under a breach of
14 contract claim. ECF No. 43 at 7 n.46 (citing *Treviso v. Nat’l Football League*, 2020 WL
15 7021357, at *4 (N.D. Ohio Nov. 30, 2020)).⁸ In the event a class were certified here, Defendants
16 would almost certainly file a Rule 23(f) petition seeking interlocutory appeal. Because this type
17 of consumer class would be a first of its kind in the Ninth Circuit, it becomes more likely that the
18 Ninth Circuit would be interested in taking up a Rule 23(f) petition.

19 In order to prove Defendants breached the contract with Class Members, Plaintiffs will
20 need to establish that the “SOLE AND EXCLUSIVE REMEDY” provision of the Ticket Terms
21 applies to Class Members’ ticket purchases. ECF No. 68 at 10. This is the provision that provides
22 for a refund of the face value of the event ticket. ECF No. 55 at 3. While Plaintiffs are confident
23 the terms make clear a refund is the available remedy for the claims, Defendants argue other
24

25 ⁷ The Nevada Supreme Court has also not adopted the license approach. However, given the
26 number of ticket entertainment events held in the state of Nevada, it seems probable that it
27 eventually will. Again, a bad outcome would entirely undermine Plaintiffs’ ability to maintain a
28 certified class.

⁸ Moreover, that class was only certified as an issues class pursuant to Rule 23(c)(4) rather
than pursuant to Rule 23(b)(3).

1 terms control whereby a refund is expressly **not** a remedy if for any reason the event is canceled.
 2 ECF No. 62 at 4. Defendants could create a situation requiring a class wide inquiry to determine
 3 which terms Class Members viewed and/or relied on before making their ticket purchase, leading
 4 to a later Motion to Decertify by Defendants claiming individual issues predominate. The risks
 5 associated with securing and maintaining class status for the duration of the case weigh in favor
 6 of approval.

7 **c. The settlement offers exceptional relief to the class.**

8 Under the fourth *Churchill* factor, the Court considers the amount offered in settlement.
 9 In assessing the consideration obtained by class members in a class action settlement, “[i]t is the
 10 complete package taken as a whole, rather than the individual component parts, that must be
 11 examined for overall fairness.” *Officers for Justice v. Civil Service Com’n of City & Cnty. of San*
 12 *Francisco*, 688 F.2d 615, 628 (9th Cir. 1982). In this regard, “[t]he fact that a proposed
 13 settlement may only amount to a fraction of the potential recovery does not, in and of itself,
 14 mean that the proposed settlement is grossly inadequate and should be disapproved.” *Linney v.*
 15 *Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998).

16 Here, the Settlement Agreement provides for extraordinary relief to the Class. It requires
 17 the creation of a \$3,047,986 common fund, inclusive of attorneys’ fees, costs, Service Payments
 18 and Administration Costs. Ex. 1, ¶ III.B. The remainder will be available for the Settlement Class
 19 consisting of the purchasers of 32,219 tickets to the 2023 Las Vegas Grand Prix. Each person
 20 receiving a pro rata share depending on whether they purchased a Thursday-Only Ticket or a
 21 Three-Day Ticket. For Thursday-Only Ticket Class Members, their potential payments would
 22 range from approximately \$37.05 if all eligible class members make a claim to \$69.30 if no
 23 eligible class members make claims. Ex. 3, Mangum Dec., ¶ 41. Similarly, for Three-Day Ticket
 24 Class Members, their potential payments would range from approximately \$65.61 if all eligible
 25 class members make a claim to \$122.73 if no eligible class members make claims. *Id.*, ¶ 42.⁹ The

26
 27 ⁹ In *Nielson v. Walt Disney Parks & Resorts U.S., Inc.*, annual passholders to Disneyland
 28 brought suit under California’s Consumer Legal Remedies Act relating to limitations on the use
 of their annual pass. 2022 WL 2132716, at *7–8 (C.D. Cal. Apr. 6, 2022). The defendant made
 many of the same “tickets as a revocable license” arguments as Defendants made here. After two

1 reasonableness of this allocation is supported by expert analysis. Ex. 3, Mangum Dec. ¶ 44.
 2 Keeping in mind that the average face value of a Thursday-Only Ticket was \$274 and a Three-
 3 Day Ticket was \$3,250, these allocations provide fair compensation for the value of the FP2
 4 practice run for each Class Members' ticket.¹⁰ *Id.*, ¶ 43. Moreover, the Settlement Agreement
 5 ensures that most class members (approximately 17,339 out of 31,614) will receive their
 6 payments automatically.

7 The added benefit in this case is Class Members will receive payment *now* without
 8 having to wait a minimum 2-3 years to receive payment. Therefore, the amount offered for
 9 Settlement is within the range of reasonableness.

10 **d. The case is sufficiently developed to ensure fairness**

11 This action was filed on November 17, 2023, and the *Cutchins* action was filed
 12 December 27, 2023. The first two years of this case involved extensive motion practice. In April
 13 2024, the Court granted the *Raddue* Plaintiffs' Motion to Consolidate the *Diep* and *Cutchins*
 14 actions. ECF No. 35. On June 7, 2024, Defendants filed a motion to dismiss. ECF No. 38. On
 15 August 27, 2024, Defendants moved to stay discovery. ECF Nos. 48, 50-52. Each of these
 16 motions were fully briefed. While the Motion to Stay was pending, the parties submitted a
 17 detailed Discovery Plan. ECF No. 49. On October 10, 2024, the Court granted Defendants'
 18 Motion to Stay and formal discovery has remained stayed since that date. ECF No. 53.

19 On February 19, 2025, Defendants' motion to dismiss was granted in part, denied in part.
 20 ECF No. 54. On April 15, 2025, Defendants brought another motion to dismiss which was fully
 21

22
 23 years of contentious litigation, the *Nielsen* matter settled for \$9,500,000.00 with each class
 member receiving approximately \$67.41.

24 ¹⁰ As described in the Thursday-Only Ticket Entitled Amount, Plaintiffs value the FP2 as
 25 approximately 40% of the Thursday-Only Ticket's value. In dollar terms, this values FP2 at
 \$109.60. A return ranging from \$37.05 to \$69.30 represents a return ranging from 33.8% to
 26 63.2% for Thursday-Only Ticket purchasers.

27 As described in the Three-Day Ticket Entitled Amount, Plaintiffs value the FP2 as
 approximately 6% of the Three-Day Ticket's value. In dollar terms, this values FP2 at \$194.10
 for Three-Day Ticket purchasers. Again, a return ranging from \$65.61 to \$122.73 represents a
 28 return ranging from 33.8% to 63.2% for Three-Day Ticket purchasers.

1 briefed. A ruling was pending when the Parties attended mediation and ultimately reached a
2 settlement.

3 Prior to mediation, the Parties informally exchanged information necessary for Class
4 Counsel to evaluate the extent of potential damages and size of the class. Pitoun Dec., ¶¶ 3-4. On
5 July 8, 2025, the Parties engaged in mediation with the Honorable S. James Ortero (Ret.), where
6 the legal issues, challenges for both sides, and potential liability were thoroughly debated. *Id.*, ¶
7 2. The parties did not reach a settlement during the mediation. *Id.*, ¶ 4. However, over the next
8 four months, the parties continued to negotiate, exchanging additional informal discovery, which
9 ultimately resulted in an agreement. *Id.*, ¶ 5. These negotiations were difficult. Throughout the
10 negotiation process, Class Counsel had a good grasp of the merits, potential recovery, and
11 potential challenges which enabled them to evaluate the reasonableness of the settlement
12 reached. *Id.*, ¶¶ 5-7. As a condition of the Settlement, Defendants agreed to provide Plaintiffs
13 with documentation and data confirming the number of ticket purchases, transfers of tickets to
14 other Class Members, and average ticket price. *Id.*, ¶ 7. *Daniels*, 2023 WL 2634613, at *3 (D.
15 Nev. Mar. 23, 2023) (citing *Abelar v. Am. Residential Servs., L.L.C.*, 2019 WL 6054607, at *4
16 (C.D. Cal. Nov. 14, 2019) (finding the parties satisfied this factor by disclosing a wide range of
17 documents during informal discovery)). Plaintiffs further obtained an expert analysis to support
18 the methodology utilized to determine the allocation of the Settlement to Class Members who
19 purchased Thursday-Only Tickets and those who purchased Three-Day Tickets. Pitoun Dec., ¶8;
20 *see also* Ex. 3, Mangum Dec. Therefore, this factor also weighs in favor of approval.

21 **e. Proposed Class Counsel is highly experienced and would not have**
22 **entered into a settlement agreement it did not believe to be fair to the**
23 **Class.**

24 The sixth *Churchill* factor takes into consideration the experience and views of Class
25 Counsel. The Ninth Circuit has declared that “[p]arties represented by competent counsel are
26 better positioned than courts to produce a settlement that fairly reflects each party’s expected
27 outcome in litigation.” *Rodriguez*, 563 F.3d at 967 (quoting *In re Pac. Enters. Sec. Litig.*, 47 F.3d
28 373, 378 (9th Cir. 1995)).

1 Proposed Class Counsel respectfully suggests the results achieved by this Settlement are
 2 strong evidence of adequacy. Plaintiffs are represented by counsel with extensive experience in
 3 complex class actions involving consumer protection, trial experience, and proven appellate
 4 success on key issues impacting the evolution of class action litigation. Pitoun Dec., ¶ 22; Ex. 2;
 5 Ex. 10, Mahoney Dec., ¶¶ 2-5; Ex. 11, Odenbreit Dec., ¶¶ 2-10; Ex. 12, Hightower Dec., ¶¶ 2-9;
 6 Ex. 13, Dimopoulous Dec., ¶2; Ex. 14, Kahn Dec., ¶ 2. Counsel believes this settlement
 7 represents an excellent result for the Class. Pitoun Dec., ¶ 23; Ex. 10, Mahoney Dec., ¶ 7; Ex. 11,
 8 Odenbreit Dec., ¶ 11. This factor weighs in favor of approval.¹¹

9 **2. In re Bluetooth Factors.**

10 **a. The proposed attorneys' fees award is reasonable.**

11 Before approving a precertification settlement, the Court must not only show that it “has
 12 explored the *Churchill* factors comprehensively, but also that the settlement is not the product of
 13 collusion among the negotiating parties.” *In re Bluetooth*, 654 F.3d at 947. A few such signs
 14 include: (1) “when counsel receive a disproportionate distribution of the settlement”; (2) “when
 15 the parties negotiate a ‘clear sailing’ arrangement providing for the payment of attorneys’ fees
 16 separate and apart from class funds”; and (3) “when the parties arrange for fees not awarded to
 17 revert to defendants rather than be added to the class fund.” *Id.*

18 Plaintiffs intend to seek attorneys’ fees of up to 30% of the Class Settlement Amount.
 19 The typical range of acceptable attorneys’ fees in the Ninth Circuit is 20% to 30% of the total
 20 settlement value, with 25% considered a benchmark percentage. *Vizcaino v. Microsoft Corp.*,
 21 290 F.3d 1043, 1048 (9th Cir. 2002); *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000). As
 22 such, the requested attorneys’ fees are “within the range of reasonableness.” *Smith v. One Nev.*
 23 *Credit Union*, 2018 WL 4407251, at *8 (D. Nev. Sept. 16, 2018). At Final Approval, Class
 24 Counsel will thoroughly examine the *Vizcaino* factors and provide a Lodestar cross-check to
 25 assist the Court in determining the reasonableness of the award. *See In re Online DVD-Rental*
 26

27 ¹¹ The last two *Churchill* factors are inapplicable. There is no government participant. The
 28 reaction of the Class Members to the proposed settlement is typically addressed at the Final
 Approval stage after Class Members receive notice and have the ability to respond.

1 *Antitrust Litig.*, 779 F.3d 934, 949 (9th Cir. 2015) (“One way that a court may demonstrate that
2 its use of a particular method or the amount awarded is reasonable is by conducting a cross-
3 check using the other method.”).

4 Additionally, the Proposed Settlement does not provide for a “clear sailing” provision by
5 which proposed Class Counsel is compensated from a fund separate from that available to the
6 Settlement Class. Rather, the Settlement specifies the award of attorneys’ fees and costs will be
7 payable from the Class Settlement Amount and that Defendants reserve the right to oppose a
8 disproportionate request for attorneys’ fees. Ex. 1, ¶ III.2.

9 Finally, if the Court awards a lower amount of attorneys’ fees than requested, the
10 difference will not revert to Defendants, but will be distributed to the Class Members. *Id.*, ¶ X.2.
11 In fact, none of the residual settlement funds will revert to Defendants. Any unclaimed funds that
12 remain after the two rounds of distribution to the Settlement Class will be distributed to a *cy pres*
13 recipient approved by the Court. *Id.*, ¶ XI.D.2. Therefore, the Settlement presents no signs of
14 collusion.

15 **b. The proposed service awards are reasonable**

16 The Settlement provides that Plaintiffs will request a Class Representative Service Award
17 in the amount of \$2,500.00 each for a total of \$12,500 to be paid from the Class Settlement
18 Amount if awarded by the Court. *Id.*, ¶ IX.B.3. The requested Service Award is in line with
19 awards the Ninth Circuit has approved as reasonable. *See, e.g., In re Online DVD-Rental*, 779
20 F.3d at 947–48; *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 457, 463 (9th Cir. 2000). The
21 Court is to consider in determining whether a service award is appropriate, the amount “the
22 actions the plaintiff has taken to protect the interests of the class, the degree to which the class
23 has benefitted from those actions, ... [and] the amount of time and effort the plaintiff expended in
24 pursuing the litigation.” *Staton*, 327 F.3d at 977.

25 Here, each of the proposed Class Representatives has submitted a declaration setting
26 forth the time and effort each committed to this litigation for the benefit of the Class. Exs. 5-9.
27 Further, each attests they understood their duties as Class Representatives and knowingly and
28 voluntarily elected to pursue remedies and recovery for all similarly situated race-goers in lieu of

1 the opportunity of pursuing more substantial individual damages. *Id.* While it is typical for the
2 Court to more closely analyze Class Representative Service Awards at the final approval stage,
3 Plaintiffs respectfully request the Court find for purposes of preliminary approval, the anticipated
4 requested Service Awards are reasonable.

5 **C. The Proposed Notice Program Satisfies Rule 23.**

6 For Rule 23 proposed settlements “the court must direct notice in a reasonable manner to
7 all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1); *see also*
8 *Hanlon*, 150 F.3d at 1025 (“Adequate notice is critical to court approval of a class settlement
9 under Rule 23(e).”). A class action settlement notice “is satisfactory if it ‘generally describes the
10 terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate
11 and to come forward and be heard.’” *Churchill*, 361 F.3d at 575. The determination of the best
12 practicable notice to apprise class members of a settlement and their rights rests within the sound
13 discretion of the Court under the circumstances of the particular case. *Lee v. Enter. Leasing*
14 *Company-West*, 2014 WL 4801828, at *2 (D. Nev. Sept. 22, 2014). Email notice is an efficient,
15 reasonable, and low-cost form of notice particularly when defendants may not have a physical
16 address. *Phelps v MC Commc’ns, Inc.*, 2011 WL 3298414, at *6 (D. Nev. Aug. 1, 2011).

17 The notice plan proposed here is the best practicable in the circumstances and, given the
18 comprehensive contact information available, should reach an unusually large segment of the
19 Settlement Class. Plaintiffs and Class Members purchased their tickets from Defendants over the
20 internet. Pitoun Dec., ¶ 22. Delivery of tickets to the purchaser was almost entirely electronic.
21 *Id.*, ¶ 23. If tickets were transferred to another individual, it was also done electronically. *Id.*
22 There were no physical tickets sent to Plaintiffs or Class Members.¹² To the extent a physical
23 address was provided to Defendants, it would be the address associated with a credit card used to
24 purchase the tickets, which may or may not have belonged to the ticket holder. *Id.*, ¶ 24.

25 This entire body of contact information will be made available to RG/2, the
26 Administrator. As set forth in the accompanying declaration of William Wickersham, the

27 ¹² The 605 Paddock Club tickets are an exception. These tickets were distributed in physical
28 form and were worn as lanyards around the holder’s neck.

1 Administrator will use Defendants' contact information to direct both email and mailed notice to
2 all or virtually all Class Members. RG/2 will employ email verification tools to facilitate
3 delivery, and further notice will be provided through the earned media this Settlement will
4 garner. Ex. 4, Wickersham Dec., ¶¶ 7-8, 12. Because the Class is not exclusive to U.S. ticket
5 purchasers, email notice is the most practicable. If an email address is no longer active or
6 bounces back, the Administrator will employ methods to locate an updated email address or
7 physical address for the Class Member. *Id.*, ¶¶ 9-11.

8 Notice will be provided in plain terms and easy-to-understand language. To encourage
9 engagement, the email notice provides a direct link to the Administrator website for this action
10 which will contain the full long-form notice, claim forms, opt-out and objection instructions and
11 other important documents. *See id.* All forms of notice will contain the information required by
12 Rule 23(c)(2)(B). *See* Ex. 1 at Ex. B (Email Notice) and Ex. C (Class Notice). The entire claim
13 submission process will be executable on the Settlement Administrator's website, which will
14 minimize burdens and encourage claims. *See* Ex. 4, Wickersham Dec., ¶ 14.

15 These notice provisions satisfy Rule 23 and will provide the Settlement Class with a fair
16 opportunity to review and respond to the proposed Settlement. Plaintiffs respectfully request the
17 Court approve the form and content of the proposed Notice.

18 **D. The Court Should Appoint Plaintiffs' Counsel as Class Counsel.**

19 Rule 23(c)(1)(B) provides that "[a]n order that certifies a class action ... must appoint
20 class counsel under Rule 23(g)." Fed. R. Civ. P. 23(c)(1)(B). All Rule 23(g) factors weigh in
21 favor of appointing Hagens Berman, Dimopoulos Injury Law, JK Legal & Consulting LLC,
22 Mahoney Law Group, APC and Ivie, McNeill, Wyatt, Purcell, & Diggs as Class Counsel. If
23 appointed, Class Counsel will continue to vigorously pursue this action and devote all necessary
24 resources toward obtaining the best possible result for the Settlement Class.

E. The Parties Propose the Following Schedule for Notice and Final Approval.

Event	Proposed Deadline
Entry of Order Granting Preliminary Approval and Directing Notice	Subject to Court's Discretion
Deadline for Defendants to Provide Class List to Settlement Administrator	30 Days from Preliminary Approval Order
Notice Campaign and Claims Period Begins ("Notice Date")	21 Days After Receiving the Class List from Defendants
Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Service Awards	30 Days from Notice Date
Exclusion and Objection Deadline	60 Days from Notice Date
Motion for Final Approval and Response to Objections	100 Days from Notice Date
Claims Period Closes	120 Days from Notice Date
Final Approval Hearing	At least 60 Days after the Close of the Claims Period (at the convenience of the Court)

V. CONCLUSION

The Plaintiffs respectfully request that the Court grant preliminary approval of the proposed settlement and enter the Proposed Order filed concurrently with this Motion.

Dated: March 2, 2026

HAGENS BERMAN SOBOL SHAPIRO LLP

By: /s/ Steve W. Berman

Steve W. Berman (admitted *pro hac vice*)

1301 Second Avenue, Suite 2000

Seattle, WA 98101

T: (206) 623-7292

F: (206) 623-0594

steve@hbsslaw.com

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Christopher R. Pitoun (admitted *pro hac vice*)
HAGENS BERMAN SOBOL SHAPIRO LLP
301 North Lake Avenue, Suite 920
Pasadena, CA 91101
T: (213) 330-7150
F: (213) 330-7152
christopherp@hbsslaw.com

Jared B. Kahn, Esq. (Nevada Bar No. 12603)
Steve Dimopoulos, Esq. (Nevada Bar No. 12729)
Paul A. Shpirt, Esq. (Nevada Bar No. 1044)
DIMOPOULOS INJURY LAW
6671 South Las Vegas Boulevard, Suite 275
Las Vegas, NV 89119
T: (702) 800-6000
F: (702) 224-2114
jkahn@jk-legalconsulting.com
sd@stevedimopoulos.com
ps@stevedimopoulos.com

*Attorneys for Plaintiffs Jack Diep,
Joey Levy, James Dayap, and the Proposed
Settlement Class*

Dated: March 2, 2026

MAHONEY LAW GROUP, APC

By: /s/ Katherine J. Odenbreit
Katherine J. Odenbreit (admitted *pro hac vice*)
Kevin Mahoney (admitted *Pro Hac Vice*)
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802
T: (562) 590-5550
kmahoney@mahoney-law.net
kodenbreit@mahoney-law.net

Rodney S. Diggs (admitted *pro hac vice*)
IVIE, McNEILL, WYATT, PURCELL & DIGGS
444 S. Flower Street, Suite 3200
Los Angeles, CA 90071
T: (213) 489-0028
rdiggs@imwlaw.com

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Victoria L. Hightower
IVIE, McNEILL, WYATT, PURCELL & DIGGS
8485 W Sunset Road, Suite 105
Las Vegas, NV 89113
T: (725) 677-4055
vhightower@imwlaw.com

*Attorneys for Plaintiffs Marvin Cutchins, Ray
Charles, Jr., and the Proposed Settlement Class*

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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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**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 GRANTING
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 HEREBY 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.**

7
8 Dated: _____

9 HON. GLORIA M. NAVARRO
10 United States District Court