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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

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

Plaintiffs,

v.

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

Defendants.

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

**CLASS ACTION SETTLEMENT
AGREEMENT**

1 **I. INTRODUCTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **III. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 on November 16, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Court.

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

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

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

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

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

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

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

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

1 Settlement Agreement.

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

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

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

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

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

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

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

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

1 Distribution Factor.

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

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

13 **IV. CLASS CERTIFICATION**

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

21 **V. COOPERATION**

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

27
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1 **VI. COURT APPROVAL, NOTICE, AND FINAL APPROVAL HEARING**

2 **A. Jurisdiction and Venue**

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

7 **B. Preliminary Approval**

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

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

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

21 **C. Notice**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 **E. Claim Forms**

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

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

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

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

22 **F. Final Approval**

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

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

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

G. Effect of Non-Approval

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

VII. NO ADMISSION

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

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

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

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

19 **VIII. SETTLEMENT ADMINISTRATION**

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

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

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

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

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

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

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

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

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

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

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

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

3 **IX. MONETARY RELIEF**

4 **A. Settlement Funding and Payment**

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

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

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

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

11 **B. Class Representative Service Payment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **X. CLASS COUNSEL’S FEES**

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

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

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

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

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

14 **XI. RELEASE OF CLAIMS**

15 **A. Class Members**

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

25 **B. Plaintiffs**

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

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

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

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

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

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24
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26 **XII. NO SOLICITATION**

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

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

3 **XIII. WAIVER OF APPEALS**

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

7 **XIV. GOVERNING LAW**

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

10 **XV. OTHER CONDITIONS OF SETTLEMENT**

11 **A. Exhibits**

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

14 **B. Notices to Counsel**

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

22 **C. Entire Agreement**

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

1 **D. Modifications to this Agreement**

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

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

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

8 **F. No Tax Advice**

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

13 **G. No Drafting Presumption**

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

17 **H. Interpretation of Terms**

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

20 **I. Severability**

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

23 **J. Paragraph and Section Headings**

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

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

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

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

3 **L. Counterparts**

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

6 **M. Agreement Binding**

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

14 **N. Enforcement**

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

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

24 **O. Time for Compliance**

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

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P. Advice of Counsel

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

1 **APPROVED AS TO FORM:**

2 **By Counsel for Plaintiffs**

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

10 2/27/2026

11 DATED: _____

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

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

20 2/27/2026

21 DATED: _____

DocuSigned by:
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13A33208982F426...
STEVE DIMOPOLOUS

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

29 2/27/2026

30 DATED: _____

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

1 MAHONEY LAW GROUP, APC
2 Kevin Mahoney
3 Katherine Odenbreit
4 249 E. Ocean Boulevard, Suite 814
5 Long Beach, CA 90802
6 kodenbreit@mahoney-law.net

7 DATED: 2/27/2026

DocuSigned by:
Katherine Odenbreit
C75617AA6765452
KATHERINE ODENBREIT

8 **By Counsel for Defendants**

9 O'MELVENY & MYERS LLP
10 David Marroso
11 Esteban Rodriguez
12 1999 Avenue of the Stars, Eighth Floor
13 Los Angeles, California 90067
14 dmarroso@omm.com
15 esrodriguez@omm.com

16 DATED: 2/28/2026

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

17 CAMPBELL & WILLIAMS
18 J. Colby Williams
19 Philip R. Erwin
20 710 South Seventh Street
21 Las Vegas, Nevada 89101
22 jcw@cwlawlv.com
23 pre@cwlawlv.com

24 DATED: 2/27/2026

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

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APPROVED AND AGREED:

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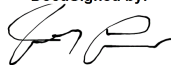
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JACK DIEP

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JORY LEVY

DATED: 2/27/2026 _____

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JAMES DAYAP

DATED: _____

MARVIN CUTCHINS

DATED: _____

RAY CHARLES, JR.


DATED: 3/1/2026 _____

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

DATED: 3/1/2026 _____


Signed by:

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

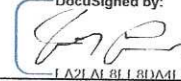
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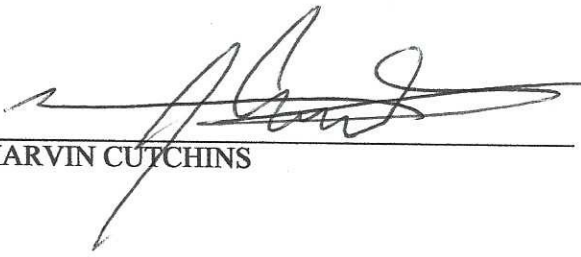
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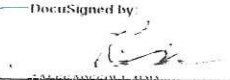
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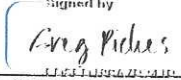
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RAY CHARLES, JR.

DATED: 3/1/2026

DocuSigned by:

LIBERTY MEDIA CORPORATION
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Jack Diep

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JACK DIEP

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Jory Levy

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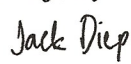
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Executive Vice President & General Counsel

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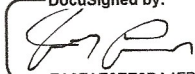
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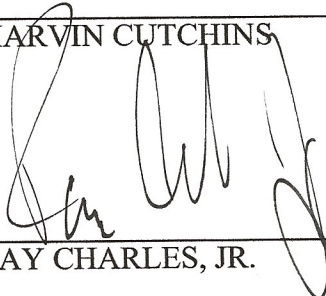
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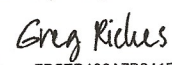
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