

STEVE DIMOPOULOS, ESQ.
Nevada Bar No. 12729
PAUL A. SHPIRT, ESQ.
Nevada Bar No. 1044
JARED KAHN, ESQ.
Nevada Bar No. 12603
DIMOPOULOS INJURY LAW
6671 South Las Vegas Boulevard, Suite 275
Las Vegas, Nevada 89119
O: (702) 800-6000
F: (702) 224-2114
sd@stevedimopoulos.com
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

[Additional Counsel on Signature Page]

Attorneys for Plaintiffs

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

**JOINT DECLARATION OF CLASS
COUNSEL IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT AND UNOPPOSED
MOTION FOR ATTORNEYS' FEES
AND COSTS AND CLASS
REPRESENTATIVE SERVICE AWARD**

Hearing Date: November 4, 2026
Hearing Time: 9:00 a.m.
Judge: Hon. Gloria M. Navarro
Courtroom: 7D

We, STEVE BERMAN, STEVE DIMOPOULOS, JARED KAHN, KATHERINE J. ODENBREIT, and RODNEY S. DIGGS declare as follows:

1. We are admitted to appear in this litigation, are counsel of record for Plaintiffs, and were appointed Lead Counsel in *Diep, et al. v. Liberty Media Corp., et al.*, No. 3:22-cv-04305-VC (D. Nev.). Dkt. No. 88 at 2. We could and would competently testify to the matters stated in this declaration based on personal knowledge or discussions with counsel in our firms.

2. We submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Unopposed Motion for Attorneys' Fees and Costs and Class Representative Service Award.

3. Attached hereto as Exhibits 1-6 are true and correct copies of declarations submitted by the undersigned counsel and each attorney appointed by this Court to represent Plaintiffs in the Action and other attorneys who reported time to Class Counsel.

a. Declaration of Christopher R. Pitoun (Exhibit 1);

b. Declaration of Steve Dimopoulous (Exhibit 2);

c. Declaration of Jared Kahn (Exhibit 3);

d. Declaration of Katherine J. Odenbreit (Exhibit 4);

e. Declaration of Kevin Mahoney (Exhibit 5);

f. Declaration of Rodney S. Diggs (Exhibit 6);

These declarations demonstrate that Plaintiffs' Counsel invested more than \$955,970 in unaudited lodestar and over \$49,334.91 in expenses in the case, as summarized in the following table:

FIRM	HOURS	LODESTAR	COSTS
Hagens Berman Sobol Shaprio LLP	800.9	\$713,480	\$46,440.41
Dimopoulos Injury Law	54	\$27,000	\$2,603.00
JK Legal & Consulting, LLC	74.8	\$41,140	\$0
Mahoney Law Group, APC	93.4	\$88,730	\$291.50

Ivie, McNeill, Wyatt, Purcell & Diggs	107.6	\$85,620	\$0
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4. Attached hereto as Exhibit 7 is a true and correct copy of the Declaration of Tina Chiango Regarding Dissemination of Notice to the Class and Settlement Administration.

5. As summarized below, we have undertaken extensive analyses of the claims and defenses in this case, as well as the underlying facts, the benefits conferred by the Settlement, and the risks associated with continued litigation. Based on that comprehensive assessment and our experience litigating complex class actions, we believe the Settlement is fair, reasonable, and adequate for the proposed Class.

I. THE SETTLEMENT IS THE RESULT OF SERIOUS, INFORMED, ARM'S-LENGTH NEGOTIATIONS BY EXPERIENCED CLASS COUNSEL

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

7. On November 17, 2023, Plaintiffs Matt Raddue, Jack Diep, Jory Levy, Carlos Mauricio Gil, and James Dayap filed their initial class action complaint in Nevada state court. Case No. A-23-881890-C. On December 26, 2023, Liberty removed that matter to this Court. *See Raddue, et al., v. Liberty Media Corp., et al.*, 2:24-cv-02124-GMN-NJK (D. Nev.) at Dkt. No. 1 (“*Raddue*”). On December 27, 2023, Plaintiffs Marvin Cutchins and Ray Charles, Jr. filed their initial class action complaint in Nevada state court. Case No. A-23-884206-C. On January 5, 2024, Liberty removed that matter to federal court. *See Cutchins, et al., v. Liberty Media Corp., et al.*, 2:24-cv-00048-APG-EJY (D. Nev.) (“*Cutchins*”). On January 23, 2024, Plaintiffs filed a motion to consolidate the *Raddue* and *Cutchins* matters. Dkt. No. 29. On April 23, 2024, after the matter was fully briefed, this Court granted Plaintiffs’ motion to consolidate and ordered Plaintiffs to file a consolidated complaint. Dkt. No. 35. On May 24, 2024, Plaintiffs filed the Consolidated Class Action Complaint (“CCAC”). Dkt. No. 37.

1 8. On June 7, 2024, Defendants moved to dismiss pursuant to Fed. R. Civ. P. 12(b)(6).
2 Dkt. Nos. 38, 39. Briefing on Defendants' respective motions to dismiss was completed on July 26,
3 2024. Dkt. No. 45.

4 9. On September 10, 2024, notwithstanding the pending stay motion, Plaintiffs served
5 their initial discovery requests to preserve their rights.

6 10. On October 10, 2024, Magistrate Judge Nancy J. Koppe granted Defendants' motion
7 to stay discovery, noting she was "convinced by the arguments presented in the motion to dismiss
8 that Plaintiffs will be unable to state a claim." Dkt. No. 53 at 2. This was a significant setback for
9 Plaintiffs, as it signaled judicial skepticism of the Plaintiffs' claims. Irrespective of how this Court
10 ruled, any negotiations that might occur between the Parties would have to take into consideration
11 this opinion from Judge Koppe.

12 11. On February 19, 2025, Defendants' Motion to Dismiss was granted in part. Dkt.
13 No. 54. Plaintiffs were granted leave to amend as to the Breach of Contract claim only. *Id.*

14 12. On March 12, 2025 Plaintiffs filed a First Amended Consolidated Class Action
15 Complaint ("FACC"). Dkt. No. 55. On April 15, 2025, Defendants filed a motion to dismiss the
16 FACC pursuant to Fed. R. Civ. P. 12(b)(6). Dkt. No. 62. On May 9, 2025, the Parties completed
17 briefing on Defendants' motion to dismiss. Dkt. No. 77.

18 13. In June 2025, with Defendants' second motion to dismiss still pending, the Parties
19 began informal exchanges of information in preparation for mediation. Plaintiffs requested that
20 Defendants provide Plaintiffs with the underlying data supporting positions taken in their mediation
21 brief.

22 14. The requested data related to the number of ticket purchasers who had scanned their
23 tickets for entry before midnight on November 17, 2023 when the FP2 Free Practice Session
24 ("FP2") was set to begin.

25 15. On July 8, 2025, the Parties participated in a mediation session before the Honorable
26 S. James Otero (Ret.), a highly respected and experienced mediator. Although the mediation was
27 productive, the Parties were unable to reach a resolution that day.

1 16. Over the next four months, the Parties continued engaging in direct negotiations,
2 exchanging additional informal discovery and multiple rounds of proposals and counter-proposals.
3 Because Defendants' second motion to dismiss remained pending during negotiations, Plaintiffs
4 had to weigh the goal of securing the best possible outcome for the Class against the risk that their
5 sole remaining claim could be dismissed at any time.

6 17. The mediation provided a steppingstone to progress. These iterative negotiations
7 were at arms-length and hard fought. In October 2025, after several rounds of proposals and
8 counter-proposals, the Parties came to an agreement in principle.

9 18. On October 30, 2025 and January 9, 2026 the Parties filed Stipulations to Stay the
10 Case pending approval of a class action settlement, which the Court granted. Dkt. Nos. 78-81.

11 **II. CONFIRMATORY DISCOVERY**

12 19. Following the agreement in principle, Defendants provided Plaintiffs confirmatory
13 discovery allowing Plaintiffs to independently confirm: the class size, number of Thursday-Only
14 and Three-Day Tickets scanned before midnight on November 16, 2023, identify tickets transferred
15 to other individuals, and the average price for the tickets.

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

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

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

24 23. Based on representations from Defendants, purchasers or possessors of forty-four
25 Thursday-Only Tickets would need to file a Claim Form to receive payments.

26 24. Based on representations from Defendants, purchasers or possessors of 14,231
27 Three-Day Tickets would need to file a Claim Form to receive payments.
28

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

3 **III. NOTICE OF THE SETTLEMENT**

4 26. Following preliminary approval of the Settlement Agreement, RG/2 Claims
5 Administration LLC (“RG/2”) provided Notice to the Class in accordance with the Settlement
6 Agreement and the Court’s Preliminary Approval Order.

7 27. Plaintiffs’ counsel spent many hours working with Defendants’ counsel and RG/2
8 to manage the Class Notice process.

9 28. Among other things, attorneys at our firms reviewed and edited the form and content
10 of the settlement websites and any necessary changes to the Long Form Notice and claim forms, in
11 accordance with Paragraph 8 of the Court’s preliminary approval order. Dkt. No. 88.

12 29. Class Counsel also addressed questions raised by RG/2 regarding specific claims
13 and overall strategies to ensure as many Class members as possible receive notice. On multiple
14 occasions, Class Counsel met and conferred with Defendants to cooperatively resolve these issues.

15 **IV. THE VIEWS OF COUNSEL**

16 30. Before agreeing to the proposed Settlement, we were well informed as to the
17 underlying facts and the strength of Plaintiffs’ case, which allowed for meaningful negotiations.

18 31. We devoted significant time to prosecuting these claims and pursuing relief on
19 behalf of all Class members. We conducted substantial pre- and post-filing investigations, which
20 are evinced by the comprehensive First Amended Consolidated Class Action Complaint.

21 32. The Parties also conducted confirmatory discovery, which allowed us to verify the
22 fairness of the benefits provided in the Settlement.

23 33. While resolving this litigation, Class Counsel had a strong understanding of the
24 strength and weakness of Plaintiffs’ case and were well-situated to make an informed decision
25 regarding settlement. Based on our substantial experience litigating class actions, and specifically
26 automotive defect class actions, the information received was sufficient to evaluate the fairness of
27 the proposed Settlement.
28

1 34. Our negotiations with Defendants were adversarial and conducted at arms'-length,
2 resulting in a proposed Settlement that is fair, reasonable, and adequate. After mediating and
3 reaching a settlement in principle, we spent months meeting and conferring with Defendants'
4 representatives by phone, videoconference, and in writing to hammer out the details of the
5 Settlement Agreement.

6 35. In assessing whether the percentage requested is fair and reasonable, courts
7 generally consider the following factors: (1) the results achieved; (2) the risk of litigation; (3) the
8 skill required; (4) the quality of work performed; (5) the contingent nature of the fee and the
9 financial burden; and (6) the awards made in similar cases. *Vizcaino v. Microsoft Corp.*, 290 F.3d
10 1043, 1047-50 (9th Cir. 2002).

11 36. Class Counsel believe that Class members maximized the recovery they could have
12 achieved in settlement of this matter and the Settlement compares extremely favorably to what
13 Class members could receive at trial. The Settlement offers immediate and significant relief to Class
14 members who will receive virtually all the relief that Plaintiffs originally sought in this action.

15 37. Based on their years of complex litigation experience and their personal
16 involvement in the prosecution of this case from start to finish, Class Counsel believes the
17 Settlement is not only fair, reasonable, adequate, but also is in the best interests of all Class
18 members in light of all known facts and circumstances and should therefore be finally approved by
19 the Court.

20 38. Class Counsel believes that the Settlement is in the best interests of all Class
21 members given the significant risks that their claims face in further litigation, trial, and appeals.
22 Class certification is an uphill battle here due to, *inter alia*, the relatively thin amount of caselaw
23 certifying classes of sports ticket holders on breach of contract claims, open disputes between the
24 parties regarding which ticket terms apply to the Class Members purchases, and Defendants' likely
25 Rule 23(f) petition in the event a class was certified.

26 39. Class Counsel also faced formidable opposition from exceptionally formidable
27 defense counsel. Based on the course of the litigation to date, Class Counsel has every reason to
28 believe that Defendants would have aggressively challenged Plaintiffs' case at every possible

1 opportunity. Because breach of contract was the only claim on which Plaintiffs could have possibly
2 proceeded, the risk that Plaintiffs would receive nothing was significant. This is particularly true
3 given the caliber of defense counsel in this case.

4 40. The Settlement also provides timely relief to Class members that would otherwise
5 risk further harm by having to wait at minimum three more years to receive any compensation.

6 41. Critically, the \$3,047,986 fund is entirely non-reversionary and will be pushed out
7 to Class members via automatic payments.

8 42. Any amounts remaining after payment of all claims, fees, costs, and awards will be
9 distributed to the Legal Aid Center of Southern Nevada as a *cy pres* recipient, ensuring that every
10 dollar benefits the public.

11 43. The Settlement terms were publicized through the Court approved notice process
12 that ensured that almost 23,000 persons or entities received direct notice via email or mail. The
13 deadline for objecting and to opt-out passed on June 28, 2026, with only two class members
14 requesting exclusion from the settlement, and zero class members objecting. With direct notice
15 successfully reaching 94.7% of the Class, these figures provide powerful evidence of the
16 Settlement's fairness.

17 44. Class Counsel will continue to incur additional attorney hours in connection with
18 final approval, responding to inquiries from Class Members, interacting with the notice and claims
19 administrator, and generally overseeing the implementation of the Settlement. Assuming no major
20 issues, Plaintiffs estimate that an additional twenty to thirty hours of attorney work may be
21 necessary to bring this case through final approval.

22 45. Plaintiffs, who all seek to be Class Representatives, have no interests that conflict
23 with the Settlement Class members and will continue to vigorously protect Class interests, as they
24 have throughout this litigation. Plaintiffs understand their duties as class representatives, have
25 agreed to consider the interests of absent Settlement Class members, have assisted counsel in this
26 litigation, and will continue to do so. Further, Class Counsel have no conflicts with the Class
27 Representatives and Class members.
28

46. Each Named Plaintiff actively and effectively fulfilled their obligations as Plaintiffs as proposed representatives for the Class. The Settlement would not exist without the efforts of the Plaintiffs. We recommend that the Court approve the award of \$2,500 to each Class Representative.

47. As a relative percentage of the total settlement, the combined value of the incentive awards amount to only .004% of the total settlement. This falls well below percentages for incentive awards accepted by the Ninth Circuit.

48. Assuming no major issues, we estimate that an additional twenty to thirty hours of attorney work may be necessary to bring this case through final approval.

49. This is a class action affecting thousands of consumers against one of the nation's largest media companies.

* * *

We declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 7, 2026 in Seattle, Washington.

By: /s/ Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP

Executed on August 7, 2026 in Las Vegas, Nevada.

By: /s/ Steve Dimopoulos
DIMOPOULOS INJURY LAW

Executed on August 7, 2026 in Las Vegas, Nevada.

By: /s/ Jared Kahn
JK Legal Consulting

Executed on August 7, 2026 in Long Beach, California.

By: /s/ Katherine J. Odenbreit
MAHONEY LAW GROUP, APC

Executed on August 7, 2026 in Las Vegas, Nevada.

By: /s/ Rodney S. Diggs
IVIE, MCNEILL, WYATT, PURCELL & DIGGS

EXHIBIT 1

STEVE DIMOPOULOS, ESQ.
Nevada Bar No. 12729
PAUL A. SHPIRT, ESQ.
Nevada Bar No. 1044
JARED KAHN, ESQ.
Nevada Bar No. 12603
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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

Attorneys for Plaintiffs

**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 HEINEKEN SILVER LAS
VEGAS GRAND PRIX, a foreign corporation;
LAS VEGAS GRAND PRIX, INC., a Nevada
corporation; DOE INDIVIDUALS 1-20,
inclusive; and ROE CORPORATIONS 1-20,
inclusive,

Defendants.

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

**DECLARATION OF CHRISTOPHER R.
PITOUN IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT
AND UNOPPOSED MOTION FOR
ATTORNEYS' FEES AND COSTS AND
CLASS REPRESENTATIVE SERVICE
AWARD**

Hearing Date: November 4, 2026
Hearing Time: 9:00 a.m.
Judge: Hon. Gloria M. Navarro
Courtroom: 7D

1 I, Christopher R. Pitoun, under penalty of perjury, hereby declare as follows:

2 1. I am a partner at Hagens Berman Sobol Shapiro, LLP (“Hagens Berman”), counsel
3 for Plaintiffs in this matter. I am over the age of 18 and have personal knowledge of the information
4 contained in this declaration and, if called as a witness, could and would testify competently to the
5 facts contained herein.

6 2. I submit this declaration in support of Plaintiffs’ Unopposed Motion for Final
7 Approval of Class Settlement and Unopposed Motion for Attorneys’ Fees and Costs and Class
8 Representative Service Award.

9 3. Below, I set forth a summary of the work performed, and time and expense invested
10 by Hagens Berman.

11 4. Hagens Berman is among the most experienced and skilled practitioners in the
12 complex litigation field and has a long and successful track record in such cases. Hagens Berman
13 is a nationally recognized law firm, with offices in Seattle, Berkeley, Boston, Chicago, Los
14 Angeles, New York, Phoenix, San Diego, London, England, and Paris, France. We have been
15 consistently rated by the National Law Journal as one of the top ten plaintiffs’ firms in the country.
16 The firm has extensive experience litigating complex class actions involving product liability, tort,
17 antitrust, consumer fraud, securities, investment fraud, employment, environmental, and ERISA
18 claims. Hagens Berman has been approved by courts to serve as class counsel in hundreds of class
19 actions, including cases in this Circuit. Hagens Berman’s willingness and ability to prosecute
20 complex cases such as this was undoubtedly a factor that encouraged Defendants to engage in
21 settlement discussions, and added valuable leverage in the negotiations, ultimately resulting in the
22 recovery for the Class

23 5. Under the leadership of Steve Berman, Hagens Berman has significant experience
24 prosecuting consumer class actions. These include significant class actions in the sports and
25 entertainment space and the automotive space. Below is a sampling of these cases:

- 26 • *Appointed as co-lead in In re: College Athlete NIL Litigation, Case No. 20-cv-03919*
27 *CW (N.D. Cal.) resulted in landmark settlements totaling \$2.8 billion on behalf of*
28 *present and former college athletes. The plaintiffs argued they were denied the*
chance to earn money from endorsements and media appearances, which they

alleged was in violation of antitrust laws. These settlements compensate athletes for lost opportunities, recognizing their contributions and ensuring fair treatment moving forward.

- Appointed as co-Lead Counsel in *Zakikhani v. Hyundai Motor Company et al.*, No. 8:20-cv-01584-SB-JDE (C.D. Cal.), on behalf of former and current owners of approximately three million Hyundai and Kia vehicles that are alleged to contain a defective ABS module that can cause engine fires while the vehicle is off and parked. The case settled and the Honorable Stanley Blumenfeld, Jr. of this District granted it final approval in May 2023. The settlement offers various benefits such as repairs, a free inspection, an extended warranty for the ABS module, and reimbursements for certain out-of-pocket costs or losses arising from a defective ABS module or fire.
- Appointed as co-lead in *Amber Wood v. FCA US LLC*, No. 5:20-cv-11054-JEL-APP (E.D. Mich.), on behalf of owners of Fiat Chrysler vehicles alleging Fiat Chrysler's fraudulently concealed and failed to remedy a design defect in 500,000 vehicles that caused cars to unexpectedly leak oil, leading to unexpected engine stalls, and other serious unintended consequences. The case was settled in 2023 for \$108 million in cash and benefits to class members.
- Appointed to Plaintiffs' Steering Committee in *In re FCA US LLC Monostable Electronic Gearshift Litigation*, No. 2:16-md-02744-DML (E.D. Mich.), on behalf of owners of Jeep Grand Cherokee, Chrysler 300, and Dodge Charger vehicles alleging Fiat Chrysler fraudulently concealed and failed to remedy a design defect in 811,000 vehicles that can cause cars to roll away after they are parked, causing injuries, accidents, and other serious unintended consequences. The case went to trial in September 2022.
- Appointed as co-Lead Counsel in *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, No. 8:10-ml-02151-JVS-FMO (C.D. Cal.), on behalf of Toyota owners alleging a defect caused vehicles to undergo sudden, unintended acceleration. The case settled and the settlement package was valued at up to \$1.6 billion, which was at the time the largest automotive settlement in history.

6. Hagens Berman kept detailed records regarding the amount of time spent by attorneys and staff working on this matter, and the lodestar calculation is based on Hagens Berman's current and historical billing rates. The information was prepared from contemporaneous, daily time records regularly prepared and maintained by my firm in the ordinary course of business.

7. My firm's current hourly rates for the attorneys who worked on this matter range from \$950 to \$1,500 for partners, and \$325 to \$475 per hour for paralegals. These rates are consistent with the hourly rates submitted by Hagens Berman to state and federal courts in other class action litigations across the country. The firm's hourly rates are set based on a periodic review

of rates charged by firms performing comparable work and/or rates regularly submitted to other courts as the basis for the contingent fee awards in comparably complex class actions, including a review of both plaintiff and defense firm rates for complex litigation. Different Timekeepers within the same employment category (e.g., partners, associates, paralegals, etc.) may have different rates based on a variety of factors, including years of practice, years at the firm, years in their current position (e.g., years as a partner), relevant experience, and relative expertise.

8. As of August 6, 2026, Hagens Berman has spent 800.9 hours working on this matter. The total lodestar amount for this work is \$622,962.40. The lodestar associated with each biller is as follows:

NAME	POSTION	RATES	HOURS	LODESTAR
Steve Berman	Partner	1500.00	36.9	\$51,219.50
Christopher Pitoun	Partner	950.00	612.30	\$581,685.00
Chris O'Hara	Partner	950.00	22.00	\$20,900.00
Attorney Total			671.20	\$657,935.00
Carrie Flexer	Paralegal	\$475	.5	\$237.50
Nicolle Huerta	Paralegal	\$450	3.60	\$1,620.00
Joseph Salonga	Paralegal	\$450	2.90	\$1,305.00
Jennifer Conte	Paralegal	\$450	44.10	\$19,845.00
Robert Haegele	Paralegal	\$450	9.10	\$4,095.00
Bill Stevens	Paralegal	\$425	41.00	\$18,450.00
Megan Meyers	Paralegal	\$400	4.20	\$1,785.00
Shelby Taylor	Paralegal	\$375	1.20	\$480.00
Anastasia Grant	Paralegal	\$325	4.40	\$1,650.00
NAME	POSTION	RATES	HOURS	LODESTAR
Paralegal Total			129.7	\$55,545.00
Grand Total			800.9	\$713,480

9. Hagens Bermans's detailed time records describing the work performed are available to the Court for in camera review.

10. In general, Hagens Berman took the lead in drafting all of the major pleadings and briefs in this matter. Along with Mr. Berman, I was the primary drafter of the oppositions to Defendants' motions to dismiss and motion to stay the mediation brief, the preliminary and final approval papers, and the Settlement Agreement. Mr. Berman and I both attended the mediation with Hon. S. James Otero. I was primarily responsible for handling negotiations with Defendants in the four-month period leading up to the agreement in principle between the Parties. This also included formulating the necessary confirmatory discovery to ensure that the Plaintiffs had the necessary information to resolve this matter. Hagens Berman was primary liaison with Plaintiffs' economics expert Dr. Russell Mangum, III who helped ensure the fairness of the allocation plan. Hagens Berman identified and sought a bid from RG/2 as a potential settlement administrator.

11. Hagens Berman also seeks reimbursement of expenses in the amount of \$46,440.41. The expenses incurred by Hagens Berman in the Action are reflected in the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials, and are an accurate record for the expenses incurred. These expenses were reasonably incurred in the prosecution of the case and consist of the following:

Category	Amount
Postage/UPS/messenger	\$569.16
Duplication	\$222.25
Travel (airfare, train, care rental/mileage, taxi)	\$0
Hotel	\$0
Meals	\$0
Service of subpoenas	\$0
Computerized research	\$7,645.00
Filing fees and other court costs	\$1,100.00
Document database vendor	\$0
Depositions (court reporting, videography, transcripts)	\$0

Experts/consultants	\$17,829.00
Mediation Fees	\$18,968.00
Miscellaneous case costs	\$107.00
TOTAL	\$46,440.41

12. All these expenses were reasonably and necessary to prosecute this case and were made for the benefit of the Settlement Class.

13. No Hagens Berman attorney has any known conflicts of interest with the Class. Hagens Berman does not have any financial or other interest in any of the Defendants or in the settlement administrator, RG/2 Claims Administration LLC.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 7, 2026 in Vancouver, Canada.

By: /s/ Christopher R. Pitoun
Christopher R. Pitoun

EXHIBIT 2

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

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Christopher R. Pitoun
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301 North Lake Avenue, Suite 920
Pasadena, CA 91101
T: (213) 330-7150
F: (213) 330-7152
christopherp@hbsslaw.com

Attorneys for Plaintiffs
[Additional Counsel Listed on Signature Page]

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MATT RADDUE, individually; JACK DIEP,
individually; JORY LEVY, individually;
CARLOS MAURICIO GIL, individually;
JAMES DAYAP, individually; MARVIN
CUTCHINS; and RAY CHARLES, JR.,

Plaintiffs,

v.

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

Defendants.

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

**DECLARATION OF STEVE
DIMOPOULOS IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT, AWARD OF
ATTORNEYS' FEES, COSTS, AND
REPRESENTATIVE INCENTIVE
AWARDS**

Judge: Hon. Gloria M. Navarro
Courtroom: 7D
Hearing Date: November 4, 2026
Hearing Time: 9:00 a.m.

DECLARATION OF STEVE DIMOPOULOS

I, Steve Dimopoulos, declare:

1. I am an attorney licensed to practice law in the State of Nevada (**Nevada Bar No. 12729**) and am admitted to practice before the United States District Court for the District of Nevada. I am also licensed to practice law in Florida (**Florida Bar No. 89013**) and Michigan (**Michigan P No. P76229**). I am counsel for Plaintiffs in this action and the founder and Managing Partner of Dimopoulos Law Firm. Unless otherwise stated, I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently thereto, without intending to waive any attorney-client privilege.
2. I submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Settlement, Award of Attorneys' Fees and Costs, and Class Representative Service Awards. This declaration addresses the work performed by Dimopoulos Law Firm, the reasonableness of the hourly rates requested for me and Paul A. Shpirt, the hours reasonably devoted to this matter, the expenses incurred by the Firm, the contributions of the class representatives, and my assessment of the proposed Settlement.
3. I have practiced law on behalf of plaintiffs for approximately 14 years. I am the founder and Managing Partner of Dimopoulos Law Firm, which has grown to include more than 100 attorneys and support professionals and currently recovers more than \$200 million annually for its clients. As Managing Partner, I am responsible for overseeing the Firm and evaluating claims, litigation risk, settlement considerations, and the practical issues affecting the Firm's representation of its clients.
4. Dimopoulos Law Firm was involved in this matter from its outset and filed the first complaint in this matter. Before Hagens Berman Sobol Shapiro LLP and additional counsel were associated, I personally reviewed and investigated the factual basis for the claims and participated in telephone and in-person conferences with prospective class representatives over multiple days. Those discussions addressed their experiences, whether class treatment was appropriate, the potential size and scope of the affected class, and the identification of

1 individuals capable of representing the class. I also personally participated in drafting and
2 finalizing the original complaint and in developing the factual and legal theories asserted on
3 behalf of Plaintiffs and the proposed class.

4 5. I remained personally involved as the case progressed. Among other things, I conducted a
5 detailed review and analysis of Defendants' motion to dismiss, participated in preparing the
6 opposition to that motion, reviewed Defendants' reply and the Court's resulting order, and
7 conferred with co-counsel regarding joinder, leadership, and case strategy. I also reviewed
8 pleadings and other case materials and consulted with co-counsel regarding the claims,
9 proposed class, and prosecution and potential resolution of the action.

10 6. After evaluating the size, complexity, and demands of the case, we associated Hagens Berman
11 Sobol Shapiro LLP and additional counsel to augment the team with further resources and
12 class-action experience. I believed doing so was in the best interests of Plaintiffs and the
13 proposed class and would strengthen our ability to prosecute the claims effectively. I thereafter
14 continued working with co-counsel on case strategy, motion practice, mediation, and the
15 prosecution and resolution of the action.

16 7. At the outset of the case, I personally communicated with prospective and named class
17 representatives over multiple days regarding the relevant facts, the scope of the claims, the
18 potential size of the affected class, their objectives, and the anticipated risks and benefits of the
19 litigation. The class representatives made themselves available for repeated communications,
20 provided detailed accounts of their experiences, answered follow-up questions, and supplied
21 information that assisted counsel in investigating the claims, evaluating whether class
22 treatment was appropriate, and preparing the original complaint. They continued to cooperate
23 as the case progressed and later reviewed and executed affidavits concerning their claims and
24 the proposed Settlement. Their participation and cooperation materially assisted counsel in
25 prosecuting and resolving this action.

26 8. I was personally involved in preparing for mediation, including drafting and finalizing the
27 mediation brief and discussing a potential resolution with Plaintiffs and co-counsel. I traveled
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1 from Las Vegas to Los Angeles and personally attended the mediation. The negotiations were
2 hard fought, conducted at arm's length, and involved experienced counsel on both sides. I also
3 participated in post-mediation discussions concerning settlement proposals and the terms of a
4 potential resolution. Throughout those discussions, I considered the strengths of Plaintiffs'
5 claims, Defendants' defenses, class-certification issues, the risks and expense of continued
6 litigation, and the amount and certainty of relief that could be obtained for the class.

7 9. Paul A. Shpirt devoted 52.4 hours to this matter. His work included reviewing and investigating
8 the facts underlying the claims; participating in telephone and in-person conferences with
9 prospective clients over multiple days; drafting and finalizing the original complaint;
10 reviewing and analyzing Defendants' motion to dismiss; preparing the opposition to that
11 motion; reviewing Defendants' reply and the Court's resulting order; conferring with co-
12 counsel concerning joinder, leadership, and case strategy; reviewing mediation scheduling and
13 discussing potential resolution with the clients; drafting and finalizing the mediation brief;
14 traveling to and from Los Angeles for the mediation; attending the mediation; participating in
15 post-mediation settlement discussions; and preparing affidavits for Plaintiffs concerning their
16 claims and the proposed Settlement.

17 10. I devoted 55.6 hours to this matter. My work included reviewing and investigating the facts
18 underlying the claims; participating in telephone and in-person conferences with prospective
19 class representatives over multiple days; drafting and finalizing the original complaint;
20 reviewing and analyzing Defendants' motion to dismiss; preparing the opposition to that
21 motion; reviewing Defendants' reply and the Court's resulting order; conferring with co-
22 counsel concerning joinder, leadership, and case strategy; reviewing mediation scheduling and
23 discussing potential resolution with the clients; drafting and finalizing the mediation brief;
24 traveling to and from Los Angeles for the mediation; attending the mediation; participating in
25 post-mediation settlement discussions; and preparing affidavits for Plaintiffs concerning their
26 claims and the proposed Settlement.

27 11. Dimopoulos Law Firm undertook this representation on a contingency basis and has not been
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1 paid hourly fees during the pendency of the case. The Firm therefore devoted its time and
 2 resources to the matter while assuming the risk that it might receive no compensation for that
 3 work.

4 12. Dimopoulos Law Firm's lodestar for the attorney time described in this declaration is as
 5 follows:

6 Timekeeper	Hourly Rate	Hours	Lodestar
7 Steve Dimopoulos	\$500.00	55.6	\$27,800.00
8 Paul A. Shpirt	\$500.00	52.4	\$26,200.00
9 Total		108.0	\$54,000.00

10 13. Based on my experience with legal billing rates in Nevada, the nature and complexity of the
 11 work performed in this matter, and the contingency risk assumed by the Firm, I believe the
 12 requested hourly rate of \$500 for my work is reasonable. Based on my familiarity with Paul
 13 Shpirt's background, work, and responsibilities, I believe the requested hourly rate of \$500 for
 14 his work is likewise reasonable.

15 14. Dimopoulos Law Firm also seeks reimbursement of \$2,603.00 in expenses. The expenses
 16 incurred in this action are reflected in the Firm's books and records, which are maintained from
 17 expense vouchers, payment records, and other source materials in the ordinary course of the
 18 Firm's business. Based upon my review, those records accurately reflect the following
 19 expenses incurred in prosecuting this action:

21 Expense Category	Amount
22 Travel	\$1,077.00
23 Service of subpoenas	\$1,140.00
24 Filing fees and other court costs	\$386.00
25 Total	\$2,603.00

1 15. The expenses identified above were reasonably and necessarily incurred in prosecuting this
2 action and were advanced for the benefit of Plaintiffs and the Settlement Class.

3 16. Throughout my involvement in this matter, I have acted with the interests of Plaintiffs and the
4 Settlement Class in mind. Based upon my direct involvement in investigating and prosecuting
5 the case, my participation in the mediation and settlement process, and my consideration of the
6 strengths and risks of the claims and defenses, I believe the proposed Settlement provides
7 meaningful relief to the Settlement Class and represents a fair, reasonable, and adequate
8 resolution when weighed against the risks, delay, and expense inherent in continued litigation.

9 17. I am not aware of any conflict of interest that would prevent me or Dimopoulos Law Firm from
10 adequately representing the interests of the Settlement Class. Neither I nor Dimopoulos Law
11 Firm has any financial, ownership, or other interest in any Defendant or in the settlement
12 administrator, RG/2 Claims Administration LLC.

13 I declare under penalty of perjury under the laws of the United States of America that the
14 foregoing is true and correct.

15
16 Executed this 7th day of August, 2026, at Las Vegas, Nevada.

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18 /s/ Steve Dimopoulos

19 **Steve Dimopoulos**
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EXHIBIT 3

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

Attorneys for Plaintiffs
[Additional Counsel Listed on Signature Page]

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MATT RADDUE, individually; JACK DIEP,
individually; JORY LEVY, individually;
CARLOS MAURICIO GIL, individually;
JAMES DAYAP, individually; MARVIN
CUTCHINS; and RAY CHARLES, JR.,

Plaintiffs,

v.

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

Defendants.

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

**DECLARATION OF JARED KAHN IN
SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
AWARD OF ATTORNEYS' FEES,
COSTS, AND REPRESENTATIVE
INCENTIVE AWARDS**

Judge: Hon. Gloria M. Navarro
Courtroom: 7D
Hearing Date: November 4, 2026
Hearing Time: 9:00 a.m.

DECLARATION OF JARED KAHN

I, Jared Kahn, declare:

1. I am an attorney at law fully licensed and admitted to practice before all courts of the State of Nevada and before the United States District Court for the District of Nevada. I am the founder and Managing Member of JK Legal & Consulting, LLC (the “Firm”). I am over the age of 18 and have personal knowledge of the information contained in this declaration and, if called as a witness, could and would testify competently to the facts contained herein.

2. I submit this declaration in support of Plaintiffs’ Unopposed Motion for Final Approval of Class Settlement and Unopposed Motion for Attorneys Fees and Costs and Class Representative Service Award.

3. This declaration establishes the reasonableness of my hourly rate, the hours reasonably incurred by the Firm, and the resulting lodestar supporting the requested attorneys’ fees.

4. I have specialized in and devoted the majority of my practice to complex civil litigation, business litigation, personal injury, consumer protection, real estate, construction, and related fields.

5. Over the course of my career, spanning more than nineteen years of legal practice, I have handled more than 500 civil and business cases and client matters.

6. I began practicing law in Oregon in 2007, and in September 2011, I founded the Firm. Since 2012, the Firm has represented high net worth individuals and businesses in Nevada in complex commercial transactions and disputes. The Firm focuses on commercial transactions, construction law, real estate, business and corporate law, and complex litigation, and its clients include real estate developers, construction companies, restaurants, nightclubs, and start-ups in Las Vegas, Nevada.

7. I have been selected to Super Lawyers every year since 2016, and I was previously named a “Rising Star” and a “Top Mountain States Lawyer.” I graduated in the top ten percent (10%) of my class at Lewis & Clark Law School in Portland, Oregon, in 2007. I began my practice in Portland, Oregon, at the law firm Reeves, Kahn & Hennessy, where I practiced complex civil litigation, personal injury, real estate law, business law, construction law, and environmental law.

1 8. I have extensive trial and litigation experience in federal and state courts. Notably, in
2 *In re DOT Litigation* (Nev. Sup. Ct. Case No. 82014), I represented a successful license applicant
3 whose award of licenses was challenged by dozens of unsuccessful applicants. The case involved
4 more than 100 parties, and I successfully defended my client's licenses after a two-month trial and on
5 appeal to the Nevada Supreme Court.

6 9. My significant results also include obtaining summary judgment in *Lighthouse*
7 *Strategies, LLC v. La Casa Verde Operating, LLC*, Eighth Judicial District Court Case No. A-19-
8 788703-B (appeal pending), in which my client's transfer of her ownership interest in a business was
9 challenged by the other owners and the board of directors. After five years of litigation, the court
10 granted summary judgment, finding that the board breached its fiduciary duties, that my client had not
11 breached her contractual obligations, and that the transfer of her membership interest was valid.

12 10. I have been awarded attorneys' fees by courts on multiple occasions. In *Cook v.*
13 *D'Alessandro*, Eighth Judicial District Court Case No. A-22-859208-B, the Hon. Judge Denton
14 awarded me attorneys' fees and costs at a rate of \$425.00 per hour in 2022. That award reflected my
15 then-current rate in a single-plaintiff business dispute; my rate has since increased with my additional
16 experience and with prevailing market rates in Nevada. In *Lighthouse Strategies, LLC*, an award of
17 attorneys' fees is pending on appeal.

18 11. My requested hourly rate of \$550.00 is my current standard hourly rate, which I charge
19 to and collect from hourly paying clients. That rate is reasonable based on my experience, my trial and
20 litigation results, my reputation and professional recognition, and current Nevada market rates for
21 attorneys handling complex civil litigation and class matters.

22 12. JK Legal & Consulting, LLC, along with Dimopoulos Law Firm, filed the first
23 complaint in this matter. The Firm's work included investigating and analyzing the factual basis for
24 the claims, reviewing available information regarding Formula One-related entities and Las Vegas
25 Grand Prix-related entities, drafting and revising the initial class action complaint, coordinating with
26 co-counsel, reviewing filings and court orders, addressing pro hac vice issues, analyzing consolidation
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1 issues, participating in settlement-related communications and conferences, reviewing settlement
2 documents, assisting with client declarations, and monitoring settlement administration issues.

3 13. I personally spent 74.8 hours working on this matter. My work included participating
4 in the development and review of the initial class action complaint, reviewing and approving litigation
5 strategy, participating in conference calls with counsel regarding the case and settlement, reviewing
6 settlement-related materials, and coordinating with Hagens Berman and Dimopoulos Law to advance
7 the interests of Plaintiffs Raddue, Diep, Levy, and Gil.

8 14. The 74.8 hours described above are taken from time records that I prepared and
9 maintained contemporaneously with the work performed, in the ordinary course of the Firm's
10 business. I have reviewed those records and they accurately reflect the time I devoted to this matter.
11 The Firm's detailed time records are available for the Court's review in camera upon request.

12 15. In preparing this declaration I exercised billing judgment. I reviewed the Firm's time
13 entries and excluded time that I determined to be duplicative, excessive, clerical, or otherwise
14 unnecessary. The 74.8 hours reported above reflect only the time remaining after those reductions.

15 16. JK Legal & Consulting, LLC undertook this representation on a contingency basis and
16 has not been paid hourly fees during the pendency of the case. The firm therefore assumed the risk
17 that it would receive no compensation for its time and resources.

18 17. JK Legal & Consulting, LLC's lodestar for the attorney time described in this
19 declaration is \$41,140.00, which represents 74.8 hours of my time at my hourly rate of \$550.00.

20 18. The hourly rate used for this lodestar is reasonable in light of my experience, the nature
21 of the case, the complexity of the litigation, the contingency risk, and the market rates for attorneys
22 performing comparable work in complex civil and class litigation.

23 19. The Firm does not seek reimbursement of any out-of-pocket costs or expenses in
24 connection with the Motion.

25 20. Based on my review of the Settlement documents and my experience in complex civil
26 litigation, it is my opinion that the Settlement provides a substantial recovery for the Settlement Class
27 and that it is fair, reasonable, and adequate.
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1 21. No one at JK Legal & Consulting, LLC has any known conflicts of interest with the
2 class. JK Legal & Consulting, LLC does not have any financial or other interest in any of the
3 Defendants or in the settlement administrator, RG/2 Claims Administration LLC.

4 I declare under penalty of perjury under the laws of the United States of America that the
5 foregoing is true and correct.

6 Executed this 7th day of August, 2026, at Las Vegas, Nevada.

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8 /s/ Jared Kahn

9 **Jared Kahn**
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EXHIBIT 4

STEVE DIMOPOULOS, ESQ.
Nevada Bar No. 12729
PAUL A. SHPIRT, ESQ.
Nevada Bar No. 1044
JARED KAHN, ESQ.
Nevada Bar No. 12603
DIMOPOULOS INJURY LAW
6671 South Las Vegas Boulevard, Suite 275
Las Vegas, Nevada 89119
O: (702) 800-6000
F: (702) 224-2114
sd@stevedimopoulos.com
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

Attorneys for Plaintiffs
[Additional Counsel Listed on Signature Page]

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

**DECLARATION OF ATTORNEY
KATHERINE J. ODENBREIT IN
SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS
SETTLEMENT, AWARD OF
ATTORNEYS' FEES, COSTS AND
REPRESENTATIVE INCENTIVE
AWARDS**

Judge: Hon. Gloria M. Navarro
Courtroom: 7D
Hearing Date: November 4, 2026
Hearing Time: 9:00 a.m.

DECLARATION OF ATTORNEY KATHERINE J. ODENBREIT

I, Katherine J. Odenbreit, declare:

1. I am an attorney duly admitted to practice law before the courts in the State of California and in the above-entitled Court by Order Granting Verified Petition for Permission to Practice in This Case Only By Attorney Not Admitted to the Bar of This Court and Designation of Local Counsel (“*Pro Hac Vice*”) (ECF No. 75). Unless otherwise specified, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently thereto, without intending to waive any attorney-client privilege. I am a Senior Attorney at Mahoney Law Group, APC, and counsel of record, along with Kevin Mahoney, Rodney S. Diggs and Victoria Hightower for Plaintiffs Marvin Cutchins and Ray Charles, Jr. in the matter *Diep, et al. v. Liberty Media Corporation d/b/a/ Formula One Heinken Silver Las Vegas Grand Prix and Las Vegas Gran Prix* USDC District of Nevada Case No. 2:23-cv-02124-GMN-NJK. This declaration is submitted in support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees, Costs and Representative Incentive Payments.

EXPERIENCE OF COUNSEL

2. Class counsel is qualified because of our experience in handling class action matters. Class counsel specializes in and has extensive experience in handling class actions and complex matters.

3. I am a 1995 graduate of Western State University College of Law in Orange County where I earned both my Bachelor of Science in Law and Juris Doctor degrees. I have been a licensed practitioner since 1996 and have been admitted to practice in the following courts: Ninth Circuit Court of Appeals, United States District Court (Southern, Central, Northern and Eastern), all California State Courts and the United States Supreme Court. I have also

1 appeared several times before the Multi District Litigation Panel.

2 4. In 2003 I began working as an Associate Attorney with the law firm Spiro, Moss,
3 Barness, Harrison & Barge, LLP in Los Angeles, California. At the time I was there, the firm
4 had 8-10 attorneys primarily representing plaintiffs in consumer and employment class actions.
5 In late 2006, partner Rene Barge left to open her own firm, Class Action Litigation Group
6 (“CALG”). I became the Director of Litigation for CALG in January 2007. CALG’s practice was
7 dedicated to representing plaintiffs in state and federal class action litigation. As the Director of
8 Litigation, I oversaw the litigation of all cases, supervised attorneys and staff and made key court
9 appearances. CALG was in the forefront of a high-profile consumer class action, *Ken Wahl, et*
10 *al. v. Menu Foods*, Case No. MDL-1850. This was a nationwide class action involving tainted
11 pet food that killed thousands of pets nationwide. I represented our clients and CALG at the
12 MDL hearing in Las Vegas and worked closely with the Steering Committee ultimately
13 appointed. This was a high-profile case given the passion people have for pets and our clients
14 were known public figures.
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17 5. In 2011, I became the Administrative Partner of Barge, Petersen & Odenbreit
18 LLP in Irvine, California. Barge, Petersen & Odenbreit was a boutique firm dedicated to
19 representing consumers, employees and peace officers in class action matters. The firm
20 represented over 2,500 Los Angeles police officers in complicated wage claims in the Central
21 and Southern District Courts.
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23 6. In 2012, I was selected to assist in the creation of a class action practice handling
24 consumer and wage and hour class actions for Hunt Ortmann Palffy Nieves Lubka Darling &
25 Mah, Inc. (“Hunt Ortmann”) in Pasadena, California. Hunt Ortmann is a construction defect
26 litigation firm and wanted a class action practice to be involved not only in its construction
27 defect matters, but also to expand into consumer and wage and hour. The practice group
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1 consisted of six lawyers, including myself. I managed many complex class actions including a
 2 multi-state consumer class action against Conair Corporation involving alleged defective hair
 3 dryers. (*Czuchaj v. Conair Corp.*, USDC Case No. 3:13-cv-01901-BEN-RBB).

4
 5 7. I have been an attorney for nearly 30 years and have dedicated the last 23 years of
 6 my practice to class and complex matters. I have been appointed Class Counsel in over 100 class
 7 actions, including in consumer class actions. Some examples of consumer class actions I have
 8 handled include: *Perez v. DirecTV, et al.*, USDC Central District Court Case No. 8:16-CV-
 9 01440-JLS-DFM [RICO class action. Over 16,000 class members nationwide]; *Brennan v.*
 10 *TelePacific*, Orange County Superior Court Case No. 30-2010-00422317 [unfair business
 11 practices challenging liquidated damage clause in consumer contract]; *Czuchaj v. Conair Corp.*,
 12 USDC Case No. 3:13-cv-01901-BEN-RBB [multi-state consumer class action alleging hair dryer
 13 defect settled for over 40,000 consumer class.]; *Wilson v. Conair Corp.*, USDC Case No. 1:14-
 14 cv-00894-WBS-SAB [multi-state consumer class action alleging curling iron defect]; *Verity*
 15 *Health Employee Data Breach Cases*, JCCP 4950; *Disimone v. State of California*, San
 16 Francisco Superior Court Case No. CGC-16-552458 [class action challenging tax on tampons as
 17 discriminatory]; *Riffel v. The Regents of Univ. of California*, USDC Central District Case No.
 18 2:19-cv-02826-CAS (RAOx) [university admission scandal cases]; *Riffel v. University of*
 19 *Southern California*, USDC Northern District Case No. 5:19-cv-08466-EJD [university
 20 admission scandal cases]; and *C&M Café v. Kinetic Farm, Inc.*, Riverside Superior Court Case
 21 No. CIV535271 [class action of business owners suing food delivery service for unfair business
 22 practices].
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25 8. I have also been appointed Class Counsel in numerous other cases including, but
 26 not limited to: *Aguilar v. CKE Restaurants (Carl's Jr.)*, Los Angeles Superior Court Case No.
 27 BC623041 [Settlement on behalf of over 32,000 employees]; *Estrada v. Denny's, Inc.*, USDC
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1 Central District Court Case No. 2:22-CV-00572-SPG (AGRx) [Settlement on behalf of over
 2 8,500 employees]; *Dibel v. Jenny Craig*, USDC Southern District of California, 06CV2533 JLS
 3 (AJB) (FLSA Conditional Certification); *Levine, et al. v. 24 Hour Fitness*, USDC Southern
 4 District of California, 02CC00386 and *Boyce v. 24 Hour Fitness*, USDC Southern District of
 5 California, 03CV2140 BEN (BLM) (FLSA Conditional Certification/Rule 23 Class
 6 Certification-over 40,000 class members); *Harris v. Liberty Mutual Ins. Co.*, JCCP 4234;
 7 California Supreme Court Case No. S156555; *Salvador v. PLS Financial Services*, USDC
 8 Central District of California; 07CV16810 AHM (CWx); *Lockhart v. County of Los Angeles*,
 9 USDC Central District of California, 07CV1680 ABV (CWx); *Oberschlake v. St. Joseph's*
 10 *Hospital*, Orange County Superior Court-Complex Division, 04CC00301; *Solley v. Pier 1*
 11 *Imports*, JCCP 4373; *Homan et al. v. Downey Savings & Loan*, Los Angeles County Superior
 12 Court Case No. BV323796; *Cervantes v. Crown Building Maintenance Co., et al.*, Orange
 13 County Superior Court Case No. 30-2013-00684702-CU-OE-CXC; *Abedrabo v. AT&T Mobility,*
 14 *LLC*, USDC Central District Case No. SACV 11-01388-DOC(RNBx.); *Faulkinbury v. Boyd &*
 15 *Associates* Orange County Superior Court Case No. 05CC00107; *Trejo v. Lyneer Staffing, et al.*,
 16 USDC Central District Case No. 2:19-cv-04132DSF (JCx); *DeLeon v. Absolute Security*,
 17 Riverside Superior Court Case No. CIVDS1909589.

21 9. Myself and my firms have also been active in establishing precedents in class
 22 action law, including an amicus brief on behalf of the California Employment Lawyers
 23 Association in one of the landmark wage and hour class action cases, *Sav-On Drug Stores v.*
 24 *Superior Court*, 34 Cal.4th 319 (2004). The California Supreme Court also granted review on a
 25 class action case for which I was lead counsel and submitted a Petition for Review in
 26 *Faulkinbury v. Boyd & Associates*, 185 Cal.App.4th 1363, review granted Oct. 13, 2010
 27 (\$184995). The Supreme Court remanded the matter to the Appellate Court to reconsider denial
 28

1 of class certification in light of *Brinker v. Superior Court*, 53 Cal.4th 1004 (2012). The Appellate
2 Court reversed denial of certification. I was lead counsel in *Brennan v. TelePacific Corp.*,
3 Orange County Superior Court Case No. 30-2010-004422317, Fourth Appellate District,
4 Division 3 Case No. G046225. Brennan was a consumer class action in which the Court of
5 Appeal upheld the lower court's denial of defendant's motion to compel arbitration,
6 distinguishing the U.S. Supreme Court decision in *Concepcion v. AT&T*. Finally, in *Perez v.*
7 *DirecTV, et al.*, I successfully argued the appeal before the Ninth Circuit Court of Appeals
8 regarding the Court's denial of DIRECTV's motion to compel arbitration.
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10 10. The first seven years of my legal career my practice was focused on criminal
11 defense and I tried over 30 cases to a jury in both state and federal courts and handled numerous
12 criminal appeals.
13

14 11. I was involved in the settlement negotiations and participated in forming the
15 structure for the Settlement. In my experience, this case presented various challenges to obtain
16 and to maintain class certification through judgment. It is my opinion that this Settlement
17 provides substantial recovery for the Settlement Class and that it is fair and reasonable. I
18 personally spent 65.80 working on this matter for a total lodestar of \$62,510.00. My hourly rate
19 set by my firm is \$950.00. Given my extensive experience in class action/complex litigation and
20 comparable hourly rates charged by attorneys with less experience in class action litigation
21 which have been approved in class settlements. This experience further justifies an hourly rate
22 that may be higher than some class action attorneys although I do know of attorneys whose rates
23 exceeding my hourly rate that have been approved.
24

25 12. I have never faced any disciplinary action or received any sanction for
26 misconduct or an ethical violation. Neither the firm nor I have any known conflicts of interest
27 with the class. Our firm does not have any financial or other interest in any of the Defendants nor
28

1 the Administrator, RG/2 Claims Administration LLC. The firm also does not represent any class
2 member in an individual capacity.

3
4 I declare under penalty of perjury under the laws of the United States that the foregoing is
5 true and correct.

6 Dated this 5th day of August, 2026 at Sun City, Arizona.

7 s/ Katherine J. Odenbreit
8 Katherine J. Odenbreit
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EXHIBIT 5

STEVE DIMOPOULOS, ESQ.
Nevada Bar No. 12729
PAUL A. SHPIRT, ESQ.
Nevada Bar No. 1044
JARED KAHN, ESQ.
Nevada Bar No. 12603
DIMOPOULOS INJURY LAW
6671 South Las Vegas Boulevard, Suite 275
Las Vegas, Nevada 89119
O: (702) 800-6000
F: (702) 224-2114
sd@stevedimopoulos.com
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

Attorneys for Plaintiffs
[Additional Counsel Listed on Signature Page]

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

**DECLARATION ATTORNEY KEVIN
MAHONEY IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT, AWARD OF
ATTORNEYS FEES, COSTS AND
REPRESENTATIVE INCENTIVE
PAYMENTS**

Judge: Hon. Gloria M. Navarro
Courtroom: 7D
Hearing Date: November 4, 2026
Hearing Time: 9:00 a.m.

1 **DECLARATION OF ATTORNEY KEVIN MAHONEY**

2 I, Kevin Mahoney, declare:

3 1. I am an attorney duly admitted to practice law before the courts in the State of
4 California and in the above-entitled Court by Order Granting Verified Petition for Permission to
5 Practice in This Case Only By Attorney Not Admitted to the Bar of This Court and Designation
6 of Local Counsel (“*Pro Hac Vice*”) (ECF No. 74). Unless otherwise specified, I have personal
7 knowledge of the following facts, and if called as a witness, I could and would testify
8 competently thereto, without intending to waive any attorney-client privilege. I am the principal
9 at Mahoney Law Group, APC, and counsel of record, along with Katherine Odenbreit for
10 Plaintiffs Marvin Cutchins and Ray Charles, Jr. in the matter *Diep, et al. v. Liberty Media*
11 *Corporation d/b/a/ Formula One Heinken Silver Las Vegas Grand Prix and Las Vegas Gran*
12 *Prix* USDC District of Nevada Case No. 2:23-cv-02124-GMN-NJK. This declaration is
13 submitted in support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action
14 Settlement, Award of Attorney’s Fees, Costs and Representative Enhancements.
15

16 **EXPERIENCE OF COUNSEL**

17 2. Class counsel is qualified because of my firm’s experience in handling class
18 action matters. Class counsel specializes in, and has extensive experience, handling consumer
19 and wage and hour class actions.
20

21 3. Since on or about 2007, I have been involved in the litigation and settlement of
22 many employment law class action matters to completion through the final approval process.
23 The class size of the matters ranged from approximately 150 to over 45,000. The class matters
24 handled by our firm include both employment and consumer issues.
25

26 4. In August of 2009, I voluntarily resigned from Rose, Klein and Marias and co-
27 founded Mahoney, Perry and Burrows, in Long Beach, California (now Mahoney Law Group,
28

1 APC). I am the principal at Mahoney Law Group, APC in Long Beach, California. The firm's
 2 practice is focused on representing consumers and employees in state and federal class actions.

3 5. Mahoney Law Group, APC currently serves as lead counsel and/or co-counsel in
 4 numerous consumer and wage and hour class action litigation in the Los Angeles Superior Court,
 5 Orange County Superior Court, and the United States District Court both in California and other
 6 states. Some examples of cases where I am serving or have served as lead and/or co-counsel
 7 include: *Verity Health Employee Data Breach Cases*, case number JCCP 4950; *Riffel v. The*
 8 *Regents of Univ. of California*, case number 2:19-cv-02826-CAS-RAO (C.D. Cal.) [University
 9 admission scandal cases]; *Riffel v. University of Southern California*, case number 5:19-cv-
 10 08466-ETD (E.D. Cal.) [University admission scandal cases]; *Disimone v. State of California*,
 11 case number CGC-16-55248, San Francisco Sup. Ct. [class action challenging tax on tampons];
 12 *Valerie Brooks v Life Care Centers of America, Inc. et al.*, case number SACV 12-00659-
 13 CJC(RNBx); *Harvey Holt, et al. v. Parsec, Inc.*, case number CV-9540-VBF; *Dorothy Berry v.*
 14 *Brierwood Terrace Convalescent Hospital, et al.*, case number BC437781; *Dante Booker v The*
 15 *Goodyear Tire and Rubber Company*, case number BC498399; *Manuel Diaz v Excel Sheet*
 16 *Metal, Inc.*, case number BC504033; *Fernando Albiar, et al. v. Spectrum Athletics-Canoga*
 17 *Park, et al.* case number BC413860; *Gerardo Ortega, et al. v. CR & R Inc.*, case number
 18 BC414434; *William Davis v Pacific Hospital of Long Beach, et al.* case number BC488542; *Kurt*
 19 *Casadine v Maxim Healthcare Services, Inc.*, case number CV 12-10078-DMG (CWx); *Deborah*
 20 *Cabanillas v Lakewood Park Manor Healthcare, Inc. et al.* case number BC443859 *Daniel*
 21 *Branch v. Indiana Plumbing Supply, Co. Inc. et al.*, case number BC425627; *Butch Calvo v.*
 22 *Providence Health Systems-Southern California, et al.* case number BC419843; *John De La*
 23 *Torre Cri-Help, Inc.*, case number BC508430; *Esmerelda Fernandez, et al v Teva Parenteral*
 24 *Medicines, Inc.*, case number 30-2010-00412849-CU-OE-CXC; *Kimya Oliver, et al. v. College*
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1 *Health Enterprise, et al.* case number BC406481; *Audi Velazquez v. New Vista Health Services,*
 2 *Inc.*, case number BC 424797; *Rick Wilcox, et al. v. Presbyterian Intercommunity Hospital, et*
 3 *al.*, case number BC 424796; *Gardner v. Longwood Management Corp.*, case Nos. BC377127;
 4 and *Davis v. Vital Care, Inc.*, case number BC385484; *Raenan Guadez, et al v Sega Gameworks,*
 5 *LLC*, case number CIVRS1105099; *Erica Teyuca v Pacific Alliance Medical Center, Inc.*, case
 6 number BC459422; *Yessenia Martinez v Fresh & Easy Neighborhood Market, Inc.*, case number
 7 CIVRS1104607; and *Maria Zimmerman v Quality Children's Services*, case number BC472001.

9 6. My firm committed the resources necessary to litigate this case in terms of both
 10 funding expenses and committing significant personnel. The firm has a contingency agreement
 11 with Plaintiffs in this action. Therefore, during the pendency of the case, Mahoney Law Group
 12 has received no payment. The firm also took this case understanding the risk the firm could
 13 recovery nothing for attorneys' fees and costs.
 14

15 **MAHONEY LAW GROUP, APC LODESTAR**

16 7. Although a percentage of the common fund fee award is properly based on the
 17 Gross Settlement Amount of \$3,047,986, or a court can use the Lodestar method to cross-check
 18 this amount in determining the request is reasonable. (*See Paul, Johnson, Alston & Hunt v.*
 19 *Grauly*, 297 F.R.D. 268, 271 (9th Cir. 1998); *Sinanyan v. Luxury Suites Int'l, LLC*, 2:15-cv-
 20 00225-GMN-VCF, 2018 WL 815551 *3 (D.Nev. Feb. 8, 2018)).
 21

22 8. Mahoney Law Group, APC ("MLG") performed a significant amount of work on
 23 this case for the benefit of the settlement class members. MLG spent no less than 93.40 hours
 24 with work performed by myself and 29-year attorney Katherine J. Odenbreit who were selected
 25 to act as co-counsel in the *Cutchins v. Liberty Media, et al.*, matter due to over 20 years of
 26 experience in litigating class action matters. MLG's work performed on the case includes, but is
 27 not limited to, working cooperatively with all Plaintiffs' counsel in addressing Defendants' early
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1 motions to dismiss, analyzing available class data, cooperatively creating a fair allocation of
2 settlement proceeds, drafting settlement approval documents, monitoring and addressing
3 settlement administration issues. The total lodestar expended by MLG is \$88,730.00. Mahoney
4 Law Group's policy is for attorneys to track time in the case management timekeeping feature as
5 the work is being performed. Mahoney Law Group does not permit block billing. The billing
6 records do not include time spent working on this case by paralegal employees, although it is
7 permitting to include that time for purposes of seeking attorneys' fees. If requested, Mahoney
8 Law Group, APC's contemporaneous billing records for this matter can be submitted to the
9 Court for in-camera review.
10

11
12 9. Mahoney Law Group, APC has extensively litigated wage and hour class action
13 lawsuits in federal and state courts. The rates utilized by Class Counsel are reasonable in light of
14 the rates charged by other counsel in the class action community. Mahoney Law Group, APC
15 typically works on a contingency basis, only recovering fees if successful in the action. This is
16 the agreement Mahoney Law Group, APC has with Plaintiffs in this matter, providing for a
17 contingency fee of 33.33%-40%. Contingent-fee cases present the very real risk of working
18 hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the
19 case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own
20 expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf.
21 And the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In
22 many cases, the prospect is nothing more than a potential that never materializes. First, you must
23 win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be
24 lost and sometimes are lost. Second, there are always pitfalls and unforeseen obstacles that arise
25 along the way, such as settlement offers that the client may accept without ensuring that we
26 receive a reasonable fee or changes in the law that substantially affect the merits of the case, or
27 other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if
28 not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested

1 in some sort of financial investment, one would expect a reasonable rate of return on that
2 investment. Here, however, the best we can hope to recover is our money, and then only if we are
3 substantially successful; if we are not, all or part of this “investment” can be lost. As a practical
4 matter, few, if any, employees pay attorneys' fees on an hourly basis for such extensive litigation,
5 and thus retainer agreements in such cases are based on a contingency fee relationship. Therefore,
6 there is no customary billing rate, but the nature of class action work should be strongly
7 considered by the court. The attorneys within our firm are assigned billable hourly rates which are
8 evaluated each year. The rates established are based on years of experience, experience in civil
9 litigation, experience in complex litigation and by hourly rates charged by attorneys with similar
10 skill and experience in the Los Angeles market. In order to set and/or adjust these rates, myself
11 and the firm Senior Attorneys, including myself, review rates approved in other class action
12 matters in various state and federal court and other third-party sources that set forth average
13 attorney hourly rates for contingent work. If myself and Ms. Odenbreit were to charge a rate for
14 this type of work by the hour, given our experience and the focus of our practice, our current
15 hourly rate would be \$950.00. A \$960.00 rate is warranted based on our years of litigation
16 experience in a highly specialized area of law.

17 10. Mahoney Law Group has spent \$291.50 litigating this matter. Attached hereto as
18 **Exhibit A** is true and correct itemized list of the costs spent litigating this matter which are
19 maintained for each case by the firm's Accounting Department. These expenses consist primarily
20 of securing documents from the California State Bar for pro hac vice applications to appear before
21 this Court in this matter. It is my understanding and believe that case initiation costs for the
22 *Cutchins* matter were incurred and paid by Plaintiffs' counsel Ivie, McNeill, Wyatt, Purcell &
23 Diggs.

24 11. It is my opinion that this Settlement provides substantial recovery for the
25 Settlement Class and that it is fair and reasonable.

26 12. I have never faced any disciplinary action or received any sanction for
27 misconduct or an ethical violation. Neither myself nor the firm have any known conflicts of
28

1 interest with the class. Our firm does not have any financial or other interest in any of the
2 Defendants. The firm also does not represent any class member in an individual capacity. I do
3 not have any financial interest in the chosen administrator, RG/2 Claims Administration LLC.

4 I declare under penalty of perjury under the laws of the United States that the foregoing is
5 true and correct.
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7 Dated this 5th day of August, 2026 at Long Beach, California.

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9 s/ Kevin Mahoney
Kevin Mahoney
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EXHIBIT A

☐ EXPENSE	☐ STATUS	☐ DATE	☐ PRICE	☐ TOTAL	☐ QTY	☐ BILLED BY	☐
Courtfees PACER; 15 PACGE DOCKET REPORT	BILLABLE	11/21/2025	\$1.50	\$1.50	1	Reception	
Courtfees PACER; ORDER 10 BILLABLE PAGES	BILLABLE	11/21/2025	\$1.00	\$1.00	1	Reception	
Document Request Fees STATE BAR -CERTIFICATE OF STANDING KATHERINE ODENBREIT CK# PAID CC	BILLABLE	2/5/2025	\$41.00	\$41.00	1	Janice Mahoney	
Other STATE BAR -CERTIFICATE OF STANDING BA INV: C5B7AC32483420240 CK# PAID CC	BILLABLE	4/2/2024	\$41.00	\$41.00	1	Monique Flores	
Document Request Fees CERTIFICATE OF GOOD STANDING FROM CALIFORNIA STATE BAR- KATHERINE ODENBREIT	BILLABLE	4/2/2024	\$41.00	\$41.00	1	Katherine J. Odenbreit	
Other LISA MENDOZA, NOTARY PUBLIC VIA ZELLE	BILLABLE	2/6/2024	\$125.00	\$125.00	1	Monique Flores	
Other STATE BAR -CERTIFICATE OF STANDING KM INV: CFF53F2353672040 CK# PAID CC	BILLABLE	2/5/2024	\$41.00	\$41.00	1	Janice Mahoney	
				\$291.50 USD			

EXHIBIT 6

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

Attorneys for Plaintiffs
[Additional Counsel Listed on Signature Page]

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MATT RADDUE, individually; JACK DIEP,
individually; JORY LEVY, individually;
CARLOS MAURICIO GIL, individually;
JAMES DAYAP, individually; MARVIN
CUTCHINS; and RAY CHARLES, JR.,

Plaintiffs,

v.

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

Defendants.

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

**DECLARATION OF RODNEY S. DIGGS
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
AWARD OF ATTORNEYS' FEES,
COSTS, AND REPRESENTATIVE
INCENTIVE AWARDS**

Judge: Hon. Gloria M. Navarro
Courtroom: 7D
Hearing Date: November 4, 2026
Hearing Time: 9:00 a.m.

DECLARATION OF RODNEY S. DIGGS IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT, AWARD OF ATTORNEYS' FEES, COSTS, AND REPRESENTATIVE
INCENTIVE AWARDS

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

DECLARATION OF RODNEY S. DIGGS

I, Rodney S. Diggs, declare:

1. I am an attorney at law fully licensed and admitted to practice before all courts of the State of California and before the United States District Court for the Central District of California. I am the President, Managing Partner, and an Equity Named Partner of Ivie McNeill Wyatt Purcell & Diggs, APLC ("IMW"). I am admitted pro hac vice in this Court and am counsel of record for Plaintiffs Marvin Cutchins and Ray Charles, Jr. in *Diep, et al. v. Liberty Media Corporation d/b/a Formula One Heineken Silver Las Vegas Grand Prix, et al.*, United States District Court, District of Nevada, Case No. 2:23-cv-02124-GMN-NJK. The matters contained in this declaration are known to me personally, and if called upon to testify, I could and would do so competently.

2. I submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement, Award of Attorneys' Fees, Costs, and Representative Incentive Awards. This declaration supports the reasonableness of my hourly rate, the hourly rate for Victoria L. Hightower, the hours reasonably incurred by IMW, and the requested attorneys' fees.

I. My Requested Hourly Rate Is Reasonable

3. I have specialized in and devoted the majority of my practice to complex civil litigation, civil rights, catastrophic injury, wrongful death, employment litigation, and related fields. Over the course of my career, spanning more than 15 years of legal practice, I have handled over 1,500 cases and secured more than \$250 million in verdicts and settlements for my clients.

4. In January 2011, I became an associate at Ivie, McNeill & Wyatt. In 2016, I was elevated to partner, the first person elevated to partner at the firm in 14 years. In 2019, I was elevated to named partner. In 2025, I was appointed President and Managing Partner. IMW is California's largest Black-owned law firm and one of the most respected full-service litigation, corporate, and entertainment firms in California.

1 5. I have extensive trial and litigation experience in federal and state courts. I have served as first
2 chair in over fifteen civil trials and have also overseen and litigated complex matters involving
3 substantial factual investigation, motion practice, damages analysis, settlement negotiations,
4 and coordination with co-counsel.

5 6. Among my significant results are the following:

6 a. In 2019, I was lead trial counsel in *Sinuon Samantha Pream, et al. v. City of Long*
7 *Beach, et al.*, Case No. CV 17-04295 TJH (FFMx), and obtained a \$9.1 million jury verdict.

8 b. In 2023, in *Michael Ross v. Basset Unified School District, et al.*, I obtained a
9 \$24,584,449 jury verdict in an employment civil rights case against a school district.

10 c. In 2026, I served as co lead-counsel in *Steffon Barber v. County of San Bernardino*
11 *and Deputy Christopher Alfred*, Case No. 5:22-cv-00625-KK-DTBx, where the jury awarded Plaintiff
12 Steffon Barber \$27,350,000.

13 d. In 2026, I served as co-lead counsel in *Ashlyn Petit, as successor-in-interest to*
14 *Jermaine Petit, deceased v. City of Los Angeles; Daryl Glover, Jr.; and Brett Hayhoe*, Case No. 2:23-
15 cv-00789-ODW (PVCx), where the fee motion states that the jury awarded Plaintiff Ashlyn Petit
16 \$3,000,000.

17 7. I have shaped California law through published appellate decisions, including *Mitchell v.*
18 *California Department of Public Health*, 1 Cal. App. 5th 1000 (2016), *Department of*
19 *Corrections and Rehabilitation v. State Personnel Board and Vickie Mabry-Height*, Case No.
20 C084698, and *Bassett Unified School District v. Los Angeles County Superior Court; Michael*
21 *Ross (RPI)*, Case No. B323528.

22 8. My peer-recognized honors and awards reflect a sustained record of excellence, including Best
23 Lawyers in America, Southern California Super Lawyer, Daily Journal Top Plaintiff Lawyer,
24 Daily Journal Top Labor & Employment Lawyer, Daily Journal Top 100 Lawyers in
25 California, Los Angeles Business Journal Leaders of Influence, Los Angeles Times B2B
26 Leading Consumer Attorney, Los Angeles Times B2B Legal Visionary, National Trial
27 Lawyers recognition, National Bar Association Top 40 Under 40 Nation's Best Advocates,

1 and other honors.

2 9. I have been awarded attorneys' fees by courts on multiple occasions. On July 6, 2018, Judge
3 Ann I. Jones awarded me \$700 per hour in *Richard McCorkle, et al. v. American Textile*
4 *Maintenance Company*, Case No. BC495759. On March 28, 2017, the California Court of
5 Appeal affirmed that Judge Mackey was reasonable in awarding me \$500 per hour in *Ruiz v.*
6 *U.S. Security Association*, B275201, when I was still an associate. In January 2020, my hourly
7 rate was approved by San Diego County Superior Court Presiding Judge Kevin Enright at \$850
8 per hour.

9 10. My requested hourly rate of \$950 is reasonable based on my experience, trial and litigation
10 results, reputation, awards, leadership role, and current market rates for attorneys handling
11 complex civil litigation and class matters.

12 **II. IMW's Work in This Case**

13 12. IMW represented Plaintiffs Marvin Cutchins and Ray Charles, Jr. in this matter. The firm's
14 work included investigating and analyzing the factual basis for the claims, reviewing available
15 information regarding Formula One-related entities and Las Vegas Grand Prix-related entities,
16 drafting and revising the initial class action complaint, coordinating with co-counsel, reviewing
17 filings and court orders, addressing pro hac vice issues, analyzing consolidation issues,
18 participating in settlement-related communications and conferences, reviewing settlement
19 documents, assisting with client declarations, and monitoring settlement administration issues.

20 13. Victoria L. Hightower performed substantial work on this matter while she was with IMW.
21 Although Ms. Hightower is no longer with the firm, her work was performed while she was
22 with IMW and under my supervision. I reviewed, supervised, and approved her work as
23 appropriate.

24 14. Ms. Hightower's work included reviewing and analyzing correspondence and litigation
25 strategy; researching and analyzing publicly available entity information regarding proposed
26 defendants; drafting, revising, supplementing, and finalizing the class action complaint;
27 reviewing summonses, service materials, court orders, removal materials, and pro hac vice

1 issues; communicating with co-counsel and defense counsel; reviewing and analyzing
2 consolidation issues; participating in settlement-related communications; assisting with client
3 communications; reviewing settlement documents; and preparing and reviewing materials
4 supporting preliminary approval.

5 15. I also personally performed work in this matter. My work included reviewing and supervising
6 Ms. Hightower's work, participating in the development and review of the initial class action
7 complaint, reviewing and approving litigation strategy, participating in conference calls with
8 counsel regarding the case and settlement, reviewing settlement-related materials, and ensuring
9 that IMW's work advanced the interests of Plaintiffs Marvin Cutchins and Ray Charles, Jr. I
10 was also present for counsel conferences and strategic discussions where IMW's participation
11 was necessary to protect the interests of its clients and coordinate with co-counsel.

12 16. The work performed by IMW was necessary and reasonable. The case required coordination
13 among multiple plaintiffs' counsel, analysis of the proper parties and claims, review of federal
14 court filings, coordination regarding settlement structure and documentation, client
15 communications, and ongoing review of settlement administration issues.

16 **III. IMW's Time and Lodestar**

17 17. IMW undertook this representation on a contingency basis and has not been paid hourly fees
18 during the pendency of the case. The firm therefore assumed the risk that it would receive no
19 compensation for its time and resources.

20 18. Based on my review of IMW's records, Ms. Hightower spent 83.0 hours working on this matter
21 while she was with IMW. For purposes of this fee request, her hourly rate is \$750.00, resulting
22 in a lodestar of \$62,250.00.

23 19. I spent 24.6 hours working on this matter. My time includes reviewing and supervising Ms.
24 Hightower's work, reviewing and approving the drafting and revision of the initial class action
25 complaint, participating in strategic communications and conference calls with counsel,
26 reviewing settlement-related documents, and overseeing IMW's work in connection with
27 settlement approval and the representation of Plaintiffs Marvin Cutchins and Ray Charles, Jr.

My hourly rate is \$950.00, resulting in a lodestar of \$23,370.00.

20. IMW's lodestar for the attorney time described in this declaration is as follows:

Timekeeper	Rate	Hours	Lodestar
Rodney S. Diggs	\$950	24.6	\$23,370.00
Victoria L. Hightower	\$750	83.0	\$62,250.00
Total		107.6	\$85,620.00

21. The hourly rates used for this lodestar are reasonable in light of the attorneys' experience, the nature of the case, the complexity of the litigation, the contingency risk, and the market rates for attorneys performing comparable work in complex civil and class litigation.

22. It is my opinion that the Settlement provides substantial recovery for the Settlement Class and that it is fair, reasonable, and adequate.

23. I have never faced any disciplinary action or received any sanction for misconduct or an ethical violation. Neither I nor IMW have any known conflicts of interest with the class. IMW does not have any financial or other interest in any of the Defendants or in the settlement administrator, RG/2 Claims Administration LLC. IMW also does not represent any class member in an individual capacity.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 7th day of August, 2026, at Los Angeles, California.

/s/ Rodney S. Diggs

RODNEY S. DIGGS, Declarant

EXHIBIT 7

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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**
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11 JACK DIEP, JORY LEVY, JAMES DAYAP,
12 MARVIN CUTCHINS, and RAY CHARLES,
13 JR., individually and on behalf of all others
similarly situated,

14 Plaintiffs,

15 v.

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

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

**DECLARATION OF TINA
CHIANGO REGARDING
DISSEMINATION OF NOTICE TO
THE CLASS AND SETTLEMENT
ADMINISTRATION**

1 I, TINA CHIANGO, hereby declare and state as follows:

2 1. I am the Director of Claims Administration for RG/2 Claims Administration
3 LLC ("RG/2 Claims"), whose address is 30 South 17th Street, Philadelphia, PA 19103. The
4 Court has appointed RG/2 Claims as settlement administrator in this matter. Dkt. No. 88 at
5 3. I am over the age of 18, have personal knowledge of the matters set forth herein, and if
6 called upon to do so, could testify competently to them.

7 2. I am familiar with the Parties' Settlement Agreement ("Settlement
8 Agreement"), and respective exhibits, dated February 27, 2026 (Dkt. 85-1), the Court's Order
9 Granting Plaintiffs' Unopposed Motion for Preliminary Settlement Approval of Class
10 Settlement ("Preliminary Approval Order"), dated August 16, 2023 (Dkt. No. 88).

11 3. RG/2 Claims is a full service class action settlement administrator offering
12 notice, claims processing, allocation, distribution, tax reporting, and class action settlement
13 consulting services. RG/2 Claims's experience includes the provision of notice and
14 administration services for settlements arising from antitrust, consumer fraud, civil rights,
15 employment, negligent disclosure, and securities fraud allegations. Since 2000, RG/2 Claims
16 has administered and distributed in excess of \$2.3 billion in class action settlement proceeds.

17 4. As described in more detail below, RG/2 Claims has successfully disseminated
18 class notice in a manner consistent with the terms of the Settlement Agreement and the
19 Preliminary Approval Order.

20 **DISSEMINATION OF NOTICE**

21 5. In preparation for the mailing to Class Members, RG/2 received a file from
22 Defense Counsel through a secure fileshare server, which contained the names and contact
23 information for persons or entities that either purchased or possessed Thursday-Only or
24 Three-Day Ticket to the 2023 Las Vegas Grand Prix.

25 6. After consulting with Counsel, RG/2 used the information in the data files to
26 create the mailing database. The mailing files were broken up into those who needed to file
27 a claim and those who did not need to file a claim and would be paid automatically. If a
28 person/entity fell under both categories, they received two notices, each with its own unique

1 ID. If a person/entity was listed with more than one ticket and fell within the same category,
2 they only received one notice. The total number in the mailing file was 22,852.

3 7. On April 29, 2026, RG/2 arranged for the notice to be emailed to 22,850
4 persons/entities. RG/2 also mailed two (2) Notices to class members who we were not
5 provided an email address for. In addition, RG2 mailed a courtesy copy of the Notice to the
6 sixteen companies that were listed as the business name under the Paddock Club tickets. A
7 non-personalized copy of the Notice is attached hereto as Exhibit "A".

8 8. The results of the emails sent showed that a total of 3,537 emails were not
9 delivered. RG/2 then used the mailing addresses provided in the class list and mailed the
10 Notice via first class mail to 1,719 persons/entities.

11 9. For the 1,818 persons/entities that RG/2 did not have a valid email or valid
12 mailing address for, we used searches through both Lexis/Nexis Accurint and TLO to try and
13 obtain either a better email address or a mailing address for anyone who RG/2 did not have
14 a valid mailing address for. Prior to submitting any searches through Accurint and TLO,
15 RG/2 reached out to Class Counsel and advised that these additional searches, which were
16 not part of our original estimate, would be an added cost. Once Class Counsel gave the
17 approval, we submitted the files to Accurint and TLO. As a result, RG/2 obtained 649 new
18 email addresses and 239 mailing addresses, which resulted in a charge of \$275.40 (\$0.15 per
19 hit (651) from Accurint and \$.75 per new address from TLO (237)). RG/2 emailed a Notice
20 to the 649 new email addresses and mailed a Notice via first class mail to the 239 mailing
21 addresses.

22 10. After all efforts, RG/2 was not able to obtain a better email address or a mailing
23 address for 930 persons/entities.

24 11. Also, of the total of 1,960 Notices that were mailed, there were 287 that were
25 returned as undeliverable. RG/2 was able to obtain and remail 12 of those Notices, however,
26 we were not able to obtain a better address for the remaining 275.

27 12. Overall, after all efforts, a total of 1,205 persons/entities did not receive the
28 Notice. Of these 1,205, there were 282 that were categorized as the purchaser, but not the

1 attendee, and would not have been eligible to submit a claim.

2 13. Based on RG/2's original mailing file, and after all efforts, we were able to
3 reach 94.7% of the Class Members through either email or mail.

4 14. As of July 30, 2026, in addition to the 8,922 claims that are being paid
5 automatically, RG/2 Claims has received a total of 74 valid claims.

6 15. Payouts for Thursday-Only Tickets are estimated at approximately \$73.21 per
7 ticket based on the number of automatic payments for which RG/2 Claims has email and mail
8 addresses and the number of valid claims received so far.

9 16. Payouts for Three-Day Tickets are estimated at approximately \$118.84 per
10 ticket based on the number of automatic payments for which RG/2 Claims has email and mail
11 addresses and the number of valid claims received so far.

12 **SETTLEMENT WEBSITE**

13 17. As referenced in the Notice, RG/2 created a settlement website,
14 www.lvgp2023ticketsettlement.com, which went live on April 28, 2026. The website's
15 homepage include a brief summary about the Settlement and the options of the Settlement
16 Class Members.

17 18. The website included a "File a Claim" page which included a pdf copy of the
18 Long Form Notice in both English and Spanish; a .pdf of the Claim Form for those who
19 wished to print a Claim Form and mail it in; as well as a link to the online claims filing portal
20 for those who wished to file their claim electronically. It also included a "Court Documents"
21 page, which included various settlement documents. In additional, a "Contact Us" page
22 provided Settlement Class Members with RG/2's name, address, toll free telephone number,
23 fax number and settlement email address.

24 19. Settlement Class Members were advised of their option to opt-out or exclude
25 themselves from the Settlement, provided they do so by June 28, 2026. RG/2 received two
26 (2) Opt-outs. Copies of the two (2) Opt-outs are attached as Exhibit "B".

27 20. Settlement Class Members were also advised of their right to object to the
28 Settlement, provided they do so by June 28, 2026. To date, RG/2 has not received or been

1 made aware of any Objections to the Settlement

2

3 I declare under the laws of the United States of America and the State of Pennsylvania that
4 to the best of my knowledge the foregoing is true and correct.

5

6 Executed on August 6, 2026 at Philadelphia, Pennsylvania.

7

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A handwritten signature in cursive script, appearing to read "Tina Chiango", is written over a horizontal line.

Tina Chiango

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EXHIBIT A

From: 2023 LAS VEGAS GRAND PRIX SETTLEMENT ADMINISTRATOR

To: «Company» «FirstName» «LastName» («Email»)

Subject Line: Jack Diep, et. al. v. Liberty Media Corporation, et. al.

Notice ID: «notice_ID»

Confirmation Code: «pin»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jack Diep, et. al. v. Liberty Media Corporation, et. al.
Case No. 2:23-cv-02124-GMN-NJK

A court has authorized this notice. This is not a solicitation from a lawyer.

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

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

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

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

How Do I Get a Cash Award? It depends. (1) You do not need to submit a claim form if you purchased your ticket directly from Defendants or purchased your ticket on Ticketmaster (primary or secondary markets). If you are one such Class Members, you will automatically receive your Cash Award via email to your last known email address. (2) If you possessed a ticket that you received from someone else (meaning you did not purchase it directly from Defendants or on Ticketmaster), then you do need to submit a claim form by **August 27, 2026**. If you are one such Class Members, you must visit the Settlement Website at www.lvgp2023ticketsettlement.com to complete a Claim Form and provide documentation supporting your claim for a Cash Award. If the Claim Form is approved, you will receive the Cash Award for that ticket, not the Class Member who originally purchased it.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than **June 28, 2026**. If you exclude yourself, you cannot get a Cash Award, but you keep any rights you may have to sue the Defendants over the legal issues in the Lawsuit. If you do not exclude yourself, you may object to the Settlement if you choose to do so. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed with the Court no later than **June 28, 2026**. Specific instructions about how to object to or exclude yourself from the Settlement are available at www.lvgp2023ticketsettlement.com. If you do nothing and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the causes of action asserted in this Lawsuit, or any claim in connection with or which reasonably relates to a ticket to Day One of the 2023 Las Vegas Grand Prix will be released. "Mass" or "class" objections or exclusions from the Class will not be allowed.

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

When Will the Court Consider the Proposed Settlement? The Court has already granted Preliminary Approval of the Settlement. A final hearing on the Settlement, called a final approval or fairness hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also hear any proper objections related to the Settlement, consider any requests for an award of Class Counsel's attorneys' fees (not to exceed 30% of the total Settlement Fund), expenses, and any Service Award for the Plaintiffs (not to exceed \$2,500 each) that may be sought by Class Counsel. The Court will hold the **Final Approval Hearing on November 4, 2026, at 9:00 a.m. PT**, at the U.S. District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, NV 89101, Courtroom 7D. The date and time of the Final Approval Hearing are subject to change by Court order, and the hearing may be conducted remotely. Any changes, including instructions for how Settlement Class Members may attend the hearing if it is conducted virtually or by telephonic means, will be posted on the Settlement Website www.lvgp2023ticketsettlement.com and on the Court's docket.

How Do I Get More Information? For more information, including a more detailed Notice, Claim Form, a copy of the Settlement Agreement and other documents, go to www.lvgp2023ticketsettlement.com, contact the settlement administrator at 1-866-742-4955 or RG/2 Claims Administration, LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 or info@rg2claims.com, or call Class Counsel at (562) 590-5550.

EXHIBIT B

Gammill Law Accident & Injury Lawyers

8605 SANTA MONICA BLVD PMB 162306 | West Hollywood, CA 90069
Telephone 310.750.4149 | admin@gammill.law

June 5, 2026

Via U.S. Mail

Jack Diep, et. al. v. Liberty Media Corporation, et. al.,
No. 2:23-cv-02124-GMN-NJK
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

Re: REQUEST FOR EXCLUSION / OPT-OUT FROM CLASS
Jack Diep, et. al. v. Liberty Media Corporation, et. al.,
No. 2:23-cv-02124-GMN-NJK

To Whom It May Concern:

I represent One Drop Foundation, Inc. in connection with the above-referenced matter. Please be advised that this correspondence constitutes a formal request for One Drop Foundation, Inc.'s exclusion from the proposed class settlement in *Jack Diep, et. al. v. Liberty Media Corporation, et. al.*, No. 2:23-cv-02124-GMN-NJK.

Please direct all communications regarding this matter, including written confirmation of your receipt of this letter and my client's exclusion from the class, to my office: Gammill Law Accident & Injury Lawyers, 8605 Santa Monica Blvd., PMB 162306, West Hollywood, CA 90069; Email: david@gammill.law.

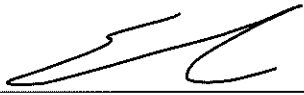
Per the opt-out instructions supplied by the claims administrator, I have included the following information:

- a) **Entity Information: One Drop Foundation, Inc.**, 950 Grier Drive, Las Vegas, NV 89119; **One Drop Foundation**, 8400 Avenue du Cirque, Montreal, QC H1Z 4M6, Canada. Telephone: (514) 723-7646. Email: Ernenek.Duran@onedrop.org.
- b) **Case Name: *Jack Diep, et. al. v. Liberty Media Corporation, et. al.***, No. 2:23-cv-02124-GMN-NJK.



- c) **Exclusion Statement:** One Drop Foundation Inc., as well as its officers and employees (including, but not limited to, Guy Laliberté, Ernenek Duran, and Tanya Sarrazin), hereby request exclusion from the class and confirm that by opting out, they will forego any opportunity to receive a cash payment or other benefits under the Settlement.

DATE: 06/05/2026


ERNENEK DURAN
ONE DROP FOUNDATION, INC.

Sincerely,



David Gammill
Gammill Law Accident & Injury Lawyers





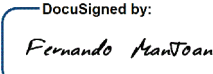
São Paulo, June, 26, 2026

Jack Diep, et. al. v. Liberty Media Corporation, et. al.
Case No. 2:23-cv-02124-GMN-NJK
Notice ID: R34-GZU-GV3S | Confirmation Code: 6600
To the Settlement Administrator,

Re: Request for Exclusion from Class Action Settlement

Pursuant to Section 16 of the Long Form Notice issued in the above-referenced matter, MC BRAZIL MOTORSPORT HOLDINGS S.A. hereby requests exclusion from the Settlement Class in the case *Jack Diep, et. al. v. Liberty Media Corporation, et. al.*, Case No. 2:23-cv-02124-GMN-NJK.

We confirm that by opting out of the Settlement Class, we forego the opportunity to receive any cash payment under the Settlement.

DocuSigned by:  98BB6884B2B7420... MC BRAZIL MOTORSPORT HOLDINGS S.A. Por: Alan Adler Cargo: Diretor Presidente (CEO)	DocuSigned by:  47A2C899B917413... MC BRAZIL MOTORSPORT HOLDINGS S.A. Por: Fernando Mantoan Cargo: Diretor Financeiro (CFO)
---	--

Rubrica

MC BRAZIL MOTORSPORT HOLDINGS S.A. (F1 Sao Paulo) enrolled with the Brazilian National Registry of Legal Entities (CNPJ) under No. 31.407.177/0001-30 (F1 Sao Paulo)
Avenida Magalhães de Castro, No. 4,800, 18th floor, suite 181
São Paulo, Brazil
ZIP Code 05.676-120
juridico@f1saopaulo.com.br

Chiango, Tina M.

From: Jurídico <juridico@f1saopaulo.com.br>
Sent: Friday, June 26, 2026 6:54 PM
To: RG2/Claims
Cc: Giovanna Vecchio (F1 São Paulo); Vitor Guadanhin (F1 São Paulo)
Subject: Request for Exclusion – MC Brazil Motorsport Holdings S.A. (F1 Sao Paolo) – Jack Diep v. Liberty Media – Case No. 2:23-cv-02124-GMN-NJK – Notice ID R34-GZU-GV3S
Attachments: MC_Brazil_Motorsport_OptOut_JackDiep_LibertyMedia_20260626.pdf; Notificação - Ação Coletiva - GP Las Vegas 2023 (1).pdf; Estatuto Social_MC.pdf; Reeleição Diretoria.pdf

Dear Settlement Administrator,

Please find attached MC Brazil Motorsport Holdings S.A.'s (F1 Sao Paolo) formal letter requesting exclusion from the Settlement Class in the matter *Jack Diep, et. al. v. Liberty Media Corporation, et. al.*, Case No. 2:23-cv-02124-GMN-NJK (Notice ID: R34-GZU-GV3S | Confirmation Code: 6600).

We are aware that the Settlement Agreement requires exclusion requests to be submitted by physical mail by June 28, 2026. Given the short timeframe remaining, we are submitting this request by email as a precautionary measure to ensure our intention to opt out is formally recorded ahead of the deadline, while we arrange for the physical letter to be mailed as required.

We kindly request confirmation of receipt and ask that you advise whether any additional steps are required to ensure our exclusion is duly processed.

Sincerely,

Vitor Guadanhin
Legal

Tel.: +55 11 3755-5770
vguadanhin@f1saopaulo.com.br
www.f1saopaulo.com.br

