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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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

Plaintiffs,

v.

LIBERTY MEDIA CORPORATION d/b/a
FORMULA ONE 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

**PLAINTIFFS' NOTICE OF
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

NOTICE OF MOTION AND MOTION

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that at 9:00 a.m. on November 4, 2026, or as soon thereafter as the matter may be heard, before the Honorable Gloria M. Navarro, United States District Judge for the District of Nevada, Plaintiffs and Plaintiffs' Counsel hereby move the Court to approve the following to be distributed from the Settlement Fund: (1) an award of attorneys' fees in the amount of \$914,395.80 which represents 30% of the Settlement Fund; (2) reimbursement of out-of-pocket documented expenses in the amount of \$49,334.91; (3) reimbursement to the Settlement Administrator of up to \$76,581.40 for the costs associated with notice and claims administration; and (4) \$2,500 as a service award to each Plaintiff. This motion is based on this Notice of Motion and Motion, the concurrently filed Memorandum of Points and Authorities, the Joint Declaration of Class Counsel in Support of Plaintiffs' Motion for Final Approval of Settlement, Motion for Attorneys' Fees and Costs and Class Representative Service Award, the pleadings and papers on file, and upon such other matters as may be presented to the Court at the final approval hearing scheduled in this matter.

DATED: August 7, 2026

Respectfully submitted,

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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

**PLAINTIFFS' MEMORANDUM IN
SUPPORT OF 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
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I. INTRODUCTION

For nearly two years, Class Counsel pursued Defendants Liberty Media Corporation and Las Vegas Grand Prix, Inc.—the entities responsible for organizing and promoting Formula One’s return to the Las Vegas Strip—on behalf of more than 35,000 fans who purchased tickets to the 2023 Las Vegas Grand Prix, only to be removed from the venue before the FP2 event could begin and denied the full racing experience they paid for. This litigation was hard-fought from its inception. Defendants skillfully defended the case at every stage: successfully moving to dismiss the majority of Plaintiffs’ claims, obtaining a stay of all discovery, and filing a second motion to dismiss that remained pending when the Parties reached the Settlement. Notwithstanding these challenges, Class Counsel persisted and ultimately achieved an outstanding result for the Class.

This case presented meaningful litigation risks from the outset. Magistrate Judge Nancy J. Koppe expressed skepticism about the viability of Plaintiffs’ claims in the discovery stay proceedings. Judge Koppe stated the court was “convinced by the arguments presented in the motion to dismiss that Plaintiffs will be unable to state a claim.” Dkt. No. 53 at 2. Soon thereafter, Defendants’ first motion to dismiss succeeded in eliminating Plaintiffs’ negligence and Nevada Deceptive Trade Practices Act claims. Even after Plaintiffs filed their amended breach of contract claim, Defendants filed a second motion to dismiss that remained pending and unresolved—creating the real possibility that the case could be dismissed in its entirety before ever reaching discovery, let alone trial. The case also presented novel questions regarding whether event tickets constitute enforceable contracts and whether ticket terms providing for refunds upon cancellation or revocation of admission were binding on Defendants.

Class Counsel’s dedication and skill yielded a settlement that provides real and meaningful relief to the Class. Through informal discovery exchanges, a full-day mediation before the Honorable S. James Otero (Ret.), and four months of rigorous post-mediation negotiations, the Parties reached a settlement establishing a **\$3,047,986 non-reversionary common fund** that will provide direct monetary relief to Class Members who attended Day One of the 2023 Las Vegas Grand Prix. Under the Settlement, Thursday-Only Ticket holders will be reimbursed for approximately 66.8% of the value attributable to the delayed Second Practice Run (“FP2”), while

1 Three-Day Ticket holders will recover up to 61.2% of FP2’s value. These are extraordinary
 2 recovery percentages in a consumer class action—particularly one involving novel legal theories,
 3 where the Court had already dismissed the majority of Plaintiffs’ claims and where a second
 4 dispositive motion threatened to end the case entirely.

5 Having achieved this exceptional result for the Class, Plaintiffs and the Settlement Class
 6 now move the Court for an Order awarding attorneys’ fees in the amount of \$914,395.80,
 7 representing 30% of the Class Settlement Amount. While this percentage is at the top of the Ninth
 8 Circuit’s recognized 20–30% range for common fund settlements, it is justified by the significant
 9 risks Class Counsel assumed, the contingent nature of the fee, the quality of the result achieved,
 10 and the aggressive defense that Defendants presented throughout this case. Class Counsel also seeks
 11 reimbursement of litigation costs in the amount of \$49,334.91 reasonably incurred in prosecuting
 12 this action reimbursement to the Settlement Administrator of up to and \$76,581.40 to reimburse
 13 the settlement administrator for the costs associated with notice and claims administration Finally,
 14 Class Counsel also seek service awards of \$2,500 for each of the five Plaintiffs—Jack Diep, Jory
 15 Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr.—who dedicated their time and effort
 16 to pursuing claims on behalf of the entire Class.

17 The reaction of the Class confirms the reasonableness of this Settlement and the fee request.
 18 Of the 22,852 Class Members who received notice of the Settlement—including notice of Class
 19 Counsel’s intent to seek fees of 30%—only two individuals opted out, and *not a single Class*
 20 *Member filed an objection*. This overwhelming endorsement by the Class speaks volumes about
 21 both the quality of the Settlement and the appropriateness of the requested fees.

22 II. FACTUAL BACKGROUND

23 A. The 2023 Las Vegas Grand Prix and the Events Giving Rise to Plaintiffs’ Claims.

24 In March 2022, Defendants Liberty Media Corporation and Las Vegas Grand Prix, Inc.
 25 (“Defendants”) announced that the Las Vegas Grand Prix would join the 2023 racing schedule—
 26 marking the first time in over forty years that there would be a Formula One race in Las Vegas.
 27 The three day event generated enormous excitement worldwide, as fans anticipated watching the
 28 world’s fastest cars navigate a 3.8-mile street circuit featuring fourteen corners along the famed

1 Las Vegas Strip. Over 35,000 invitees purchased tickets to attend the Practice Runs scheduled for
 2 November 16, 2023, with ticket prices costing up to several thousand dollars. First Am. Compl.
 3 (“FACC”), Dkt. No. 55 at ¶¶ 8, 32.

4 On November 16, 2023, approximately nine minutes into the First Practice Run (“FP1”), a
 5 racecar struck a water valve cover on the racetrack. *Id.* at ¶ 34. The collision dislodged the water
 6 valve cover, damaging the undercarriage of the racecar and sending debris onto the track. Moments
 7 later, a second racecar also struck the debris. *Id.* at ¶¶ 34–35. Race officials immediately stopped
 8 FP1. Defendants began inspecting each manhole and water valve cover along the entire 3.8-mile
 9 racetrack, and at approximately 9:47 p.m., Defendants cancelled FP1. *Id.* at ¶ 37.

10 The Second Practice Run (“FP2”) was originally scheduled for midnight. Defendants
 11 rescheduled FP2 to 1:30 a.m., then further delayed it. At 1:30 a.m., Defendants removed fans from
 12 the viewing areas, citing staffing limitations—security and transportation workers could not remain
 13 on duty past that hour. *Id.* at ¶¶ 38–40. FP2 ultimately commenced at approximately 2:30 a.m. with
 14 no spectators present. *Id.* at ¶ 42.

15 Despite having revoked admission and cancelled the event that ticketholders paid to attend,
 16 Defendants did not offer refunds to any of the approximately 35,000 ticketholders—
 17 notwithstanding ticket terms that expressly provided purchasers would receive a refund if
 18 admission was refused or revoked without cause, or if the event was cancelled and not rescheduled
 19 within a reasonable time. *Id.* at ¶¶ 43–44.

20 **B. Procedural History.**

21 The day after fans were removed from the 2023 Las Vegas Grand Prix, the first plaintiffs
 22 acted promptly to assert the rights of the Class. On November 17, 2023, Plaintiffs Matt Raddue,
 23 Jack Diep, Jory Levy, Carlos Mauricio Gil, and James Dayap (“Raddue Plaintiffs”) filed an initial
 24 class action complaint in Nevada state court. *Matt Raddue, et. al. v. Liberty Media Corp., et. al.*,
 25 Case No. A-23-881890-C) (Nov. 17, 2023). On December 26, 2023, Defendants removed the action
 26 to this Court. Dkt. No. 1. On December 27, 2023, Plaintiffs Marvin Cutchins and Ray Charles, Jr.
 27 filed a separate class action complaint in Nevada state court. *Marvin Cutchins, et. al. v. Liberty*
 28 *Media Corp.*, Case No. A-23-884206-C (Dec. 27, 2023). On January 5, 2024, Defendants likewise

1 removed the *Cutchins* matter to federal court. *Marvin Cutchins, et. al. v. Liberty Media Corp.*, Case
2 No. 2:24-cv-00048-APG (“*Cutchins* Matter”) at Dkt. No. 1.

3 On January 23, 2024, the Raddue Plaintiffs moved to consolidate the *Cutchins* Matter before
4 this Court. Dkt. No. 29. After the matter was fully briefed, on April 23, 2024, the Court granted
5 consolidation and ordered the filing of a consolidated complaint. Dkt. No. 35. On May 24, 2024,
6 Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr. (“Plaintiffs”)
7 filed their Consolidated Class Action Complaint (“CCAC”), asserting claims for breach of contract,
8 negligence, and violation of the Nevada Deceptive Trade Practices Act (“NDTPA”). Dkt. No. 37.

9 Defendants then moved to challenge the pleadings. On June 7, 2024, Defendants moved to
10 dismiss the CCAC pursuant to Rule 12(b)(6). Dkt. Nos. 38, 39. On August 27, 2024, Defendants
11 moved to stay all discovery pending resolution of their dispositive motion. Dkt. No. 48. On
12 September 10, 2024, notwithstanding the pending stay motion, Plaintiffs served their initial
13 discovery requests to preserve their rights. Declaration of Class Counsel (“Class Counsel Decl.”) ¶
14 9. That same day, Plaintiffs also filed their Opposition to Defendants’ Motion to Stay. Dkt. No. 50.

15 On October 10, 2024, Magistrate Judge Nancy J. Koppe granted Defendants’ motion to stay
16 discovery, noting she was “convinced by the arguments presented in the motion to dismiss that
17 Plaintiffs will be unable to state a claim.” Dkt. No. 53 at 2. This was a significant setback for
18 Plaintiffs, as it signaled judicial skepticism of the Plaintiffs’ claims. Class Counsel Decl. ¶ 10.

19 On February 19, 2025, the Court granted Defendants’ motion to dismiss in part and denied
20 it in part. Dkt. No. 54. The Court dismissed Plaintiffs’ NDTPA claims without granting leave to
21 amend. Plaintiffs were left only with the breach of contract claim—and even that claim was
22 dismissed with leave to amend. *See id.* at 11.¹ On March 12, 2025, Plaintiffs filed their First
23 Amended Consolidated Class Action Complaint (“FACC”), reasserting their breach of contract
24 claim with additional factual allegations. Dkt. No. 55.

25
26
27
28 ¹ Plaintiffs stated that they did not intend to pursue their negligence claim and the Court
dismissed this claim as well. Dkt. No. 54 at 3.

On April 15, 2025, Defendants filed a second motion to dismiss the FACC. Dkt. No. 62. On May 29, 2025, Plaintiffs filed their opposition to Defendants' second motion to dismiss. Dkt. No. 68. On May 9, 2025, Defendants filed their reply. Dkt. No. 77.

C. Settlement Negotiations and the Settlement Agreement.

In June 2025, with Defendants' second motion to dismiss still pending, the Parties began informal exchanges of information in preparation for mediation. Class Counsel Decl. ¶ 13. On July 8, 2025, the Parties participated in a mediation session before the Honorable S. James Otero (Ret.), a highly respected and experienced mediator. Although the mediation was productive, the Parties were unable to reach a resolution that day. *Id.* ¶ 15; Pitoun Decl., Dkt. No. 85 at ¶¶ 2-4.

Over the next four months, the Parties continued engaging in direct negotiations, exchanging additional informal discovery and multiple rounds of proposals and counter-proposals. These arm's-length negotiations were hard-fought. Because Defendants' second motion to dismiss remained pending during negotiations, Plaintiffs had to weigh the goal of securing the best possible outcome for the Class against the risk that their sole remaining claim could be dismissed at any time. Class Counsel Decl. ¶ 16. In October 2025, the Parties finally reached an agreement in principle. *Id.* ¶ 17. On October 30, 2025 and January 9, 2026, the Parties filed stipulations to stay the case pending settlement approval, which the Court granted. Dkt. Nos. 78, 79, 80, 81

Following the agreement in principle, Defendants provided confirmatory discovery to Plaintiffs, including data regarding class size, the number of Thursday-Only and Three-Day Tickets scanned for entry on Day One, ticket transfers, and average ticket prices. Class Counsel Decl. ¶ 19. Plaintiffs retained Dr. Russell W. Mangum III, Ph.D., an expert in economics and statistical analysis, to review and analyze the settlement allocation methodology and confirm that the proposed distribution was fair and reasonable to all Class Members. *Id.* ¶ 20; *see also* Pitoun Decl., Dkt. No. 85 at ¶ 8.

The Settlement establishes a \$3,047,986 non-reversionary common fund. The fund will be used to pay: (1) settlement administration costs (estimated at \$76,306); (2) Court-approved attorneys' fees and costs; (3) Class Representative service awards (up to \$2,500 each); and (4) direct payments to eligible Class Members. Thursday-Only Ticket holders will receive

1 reimbursement of approximately 66.8% of FP2's value (approximately \$73.21 per ticket), and
 2 Three-Day Ticket holders will receive up to 61.2% of FP2's value (approximately \$118.84 per
 3 ticket). Class Counsel Decl. Ex. 7 (Declaration of Tina Chiango ("Chiango Decl.")) ¶¶ 15-16. The
 4 Settlement Class encompasses 32,219 tickets to the 2023 Las Vegas Grand Prix. Critically, the fund
 5 is entirely non-reversionary—any amounts remaining after payment of all claims, fees, costs, and
 6 awards will be distributed to the Legal Aid Center of Southern Nevada as a *cy pres* recipient,
 7 ensuring that every dollar benefits the public. Class Counsel Decl. ¶ 42; Pitoun Decl., Dkt. No. 85-
 8 1 at 17–24.

9 **D. Preliminary Approval and Notice to the Class.**

10 On March 2, 2026, Plaintiffs filed their Unopposed Motion for Preliminary Approval of the
 11 Class Settlement. Dkt. No. 84. On March 9, 2026, the Court granted preliminary approval and
 12 ordered dissemination of notice to the Settlement Class. Dkt. No. 88. The Court appointed RG/2
 13 Claims Administration, LLC ("RG/2") as the Settlement Administrator and approved the proposed
 14 notice plan. *Id.* at 3.

15 Pursuant to the Court's Order, RG/2 disseminated 22,852 individual notices to Class
 16 Members via email and/or U.S. Mail, providing information about the Settlement terms, the claims
 17 process, and Class Members' rights to opt out or object. Class Counsel Decl. ¶ 43 & Chiango Decl.
 18 ¶¶ 4-12. RG/2 sent email notice containing a copy of the Class Notice and links to the settlement
 19 website and the claims administrator's phone numbers to 22,850 email addresses. Chiango Decl. ¶
 20 7. For the two class members for whom RG/2 did not receive an email address, RG/2 sent notice
 21 by regular mail. *Id.* RG/2 also established Settlement-dedicated phone lines to field Class member
 22 inquiries regarding the Settlement. *Id.* ¶ 18. On April 28, 2026, the Settlement Administrator
 23 launched a dedicated settlement website (www.lvgp2023ticketsettlement.com) where Class
 24 Members could obtain additional information and submit claims. *Id.* ¶ 17.

25 The June 28, 2026 deadline for objections and opt-outs passed with only two Class
 26 Members electing to opt out and zero objections filed. *Id.* ¶ 19 & Exs. A-B. The claims deadline is
 27 August 27, 2026, and the Final Approval Hearing is scheduled for November 4, 2026 at 9:00 a.m.
 28 before the Honorable Gloria M. Navarro. The absence of any objections and the near-total absence

1 of opt-outs is a powerful indicator that the Class strongly supports the Settlement and the relief it
2 provides.

3 III. ARGUMENT

4 Rule 23 permits a court to award “reasonable attorney’s fees and nontaxable costs that are
5 authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). “[C]ourts have an
6 independent obligation to ensure that the award, like the settlement itself, is reasonable, even if the
7 parties have already agreed to an amount.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d
8 935, 941 (9th Cir. 2011).²

9 A. Class Counsel are Entitled to an Award of Attorneys’ Fees and Costs Computed as a 10 “Percentage of the Fund.”

11 “In a certified class action, the court may award reasonable attorney’s fees and nontaxable
12 costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). Although this
13 Court retains an “independent obligation to ensure that the award, like the settlement itself, is
14 reasonable, even if the parties have already agreed to an amount,” because the fees, costs, and
15 incentive awards here are in a settlement context and are the subject of compromise, the Court need
16 not subject the fees to the same level of scrutiny as when the fee amount is litigated. *In re Bluetooth*,
17 654 F.3d at 941; *Staton v. Boeing Co.*, 327 F.3d 938, 966 (9th Cir. 2003).

18 Where, as here, a class action settlement includes a settlement common fund, the Court may
19 employ either of two methods to determine the reasonableness of a fee request: (a) the percentage-
20 of-fund method; or (b) the lodestar method. *In re Bluetooth*, 654 F.3d at 942; *see also Sinanyan v.*
21 *Luxury Suites Int’l, LLC*, 2018 WL 813864, at *3 (D. Nev. Feb. 8, 2018) (Navarro J.) (quoting
22 *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 272 (9th Cir. 1989)). The percentage-of-
23 the-fund method, also known as the common-fund doctrine, allows attorneys’ fees to be based on
24 a percentage of the total recovery to the plaintiff class. *See Boeing Co. v. Van Gemert*, 444 U.S.
25 472, 478 (1980). The common fund doctrine recognizes that where a group of individuals receives
26 a benefit from litigation without directly contributing to its costs, the group would be unjustly
27 enriched unless each member is required to contribute a portion of the benefits to compensate the

28 ² Internal citations and quotations omitted and emphasis added throughout, unless otherwise indicated.

1 attorneys responsible for creating or enhancing the common fund. “Thus, the common fund
2 doctrine ensures that each member of the winning party contributes proportionately to the payment
3 of attorneys’ fees.” *Staton*, 327 F.3d at 967.

4 The Ninth Circuit has approved either method for determining a reasonable award of fees.
5 *Sinanyan*, 2018 WL 813864, at *3 (quoting *Graulty*, 886 F.2d at 272). Percentage-of-the-Fund has
6 become the prevailing method for awarding fees in common fund cases in the Ninth Circuit. *See*,
7 *e.g.*, *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *Ochinero v. Ladera*
8 *Lending*, 2021 WL 4460334, at *7 n.2 (C.D. Cal. July 19, 2021) (“Despite this discretion, use of
9 the percentage method in common fund cases appears to be dominant.”). “[T]he most critical factor
10 [in determining an appropriate attorneys’ fee] is the degree of success obtained.” *In re HP Inkjet*
11 *Printer Litig.*, 716 F.3d 1173, 1178 (9th Cir. 2013) (quoting *McCown v. City of Fontana*, 565 F.3d
12 1097, 1103–05 (9th Cir. 2009)). “Where both the class and its attorneys are paid in cash, this task
13 is fairly effortless. The district court can assess the relative value of the attorneys’ fees and the class
14 relief simply by comparing the amount of cash paid to the attorneys with the amount of cash paid
15 to the class. The more valuable the class recovery, the greater the fees award.” *In re HP Inkjet*
16 *Printer Litig.*, 716 F.3d at 1178–79 (citing *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983). The
17 percentage-of-the-fund approach also rewards counsel for efficiently and effectively bringing a
18 class action case to a resolution, rather than prolonging the case in the hopes of artificially
19 increasing the number of hours worked on the case. *Mullinax v. Parker Sewer & Fire Subdistrict*,
20 2014 WL 12774925, at *7 (D.S.C. Mar. 11, 2014) (citing *Kay Co. v. Equitable Production Co.*,
21 749 F. Supp. 2d 455, 462 (S.D. W. Va. 2010)).

22 In this case, under the percentage-of-recovery method, the requested \$914,395.80 in
23 attorneys’ fees are 30% of the \$3,047,986 total settlement amount. Accordingly, the fees are within
24 the “typical range” of acceptable attorney fees in the Ninth Circuit.” *Vizcaino*, 290 F.3d at 1047-
25 48. Although above the 25% benchmark, courts have approved attorney fees requests above the
26 benchmark in numerous other cases. *See e.g. id.* at 1046 (affirming fee award of 28% of
27 \$96,885,000 settlement fund); *see also, Boyd v. Bank of Am. Corp.*, 2014 WL 6473804, at *8 (C.D.
28 Cal. Nov. 18, 2014) (awarding 33% of \$5,800,000 settlement); *Fernandez v. Victoria Secret Stores*,

1 *LLC*, 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (awarding 34% of the \$8,500,000
 2 common fund); *Elliott v. Rolling Frito-Lay Sales, LP*, 2014 WL 2761316, at *10 (C.D. Cal. June
 3 12, 2014) (awarding 30% of common fund); *In re W. States Wholesale Nat. Gas Antitrust Litig.*,
 4 2019 WL 4597502, at *1 (D. Nev. Aug. 5, 2019) (finding that an attorney-fee award of 33.09% of
 5 the Settlement Fund was fair, reasonable, and proper); *Stuart v. Radioshack Corp.*, 2010 WL
 6 3155645, at *6 (N.D. Cal. Aug. 9, 2010) (awarding 33% of common fund); *Barbosa v. Cargill*
 7 *Meat Solutions Corp.*, 297 F.R.D. 431, 450 (E.D. Cal. 2013) (awarding 33% of common fund);
 8 *Ferris v. Wynn Resorts Ltd.*, 2025 WL 2312399, at *4 (D. Nev. Jan. 31, 2025) (33 ⅓% of settlement
 9 fund was reasonable).

10 Of course, courts must always ensure the fee award is reasonable under the circumstances.
 11 See *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1294 1296 (9th Cir. 1994)
 12 (“WPPSS”). As this Court has observed, “the typical range of acceptable attorney fees in the Ninth
 13 Circuit is 20% to 30% of the total settlement value, with 25% considered a benchmark percentage.”
 14 *Sinanyan*, 2018 WL 813864, at *3 (citing *Vizcaino*, 290 F.3d at 1048). In assessing whether the
 15 percentage requested is fair and reasonable, courts generally consider the following factors: (1) the
 16 results achieved; (2) the risk of litigation; (3) the skill required; (4) the quality of work performed;
 17 (5) the contingent nature of the fee and the financial burden; and (6) the awards made in similar
 18 cases. *Vizcaino*, 290 F.3d at 1047–50. “In circumstances where a percentage recovery would be too
 19 small or too large in light of the hours worked or other relevant factors, the ‘benchmark percentage
 20 should be adjusted, or replaced by a lodestar calculation.’” *Sinanyan*, 2018 WL 813864, at *3
 21 (quoting *Torrissi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993)).

22 Here, each of these factors supports the reasonableness of the award. See Class Counsel
 23 Decl. at ¶¶ 35-46. Indeed, this Settlement is the result of more than three years of fact-finding,
 24 hard-fought litigation, and extensive settlement talks.

25 **1. Class Counsel obtained an exceptional result.**

26 The benefit obtained for the class is perhaps the single most important factor in determining
 27 the reasonableness of a fee request. *In re Bluetooth*, 654 F.3d at 942; *In re Omnivision Techs., Inc.*,
 28 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008). And the result here is exceptional. Class Counsel

1 obtained a significant settlement on behalf of the Class. As discussed more fully in the motion for
 2 preliminary approval granted by the Court on March 31, 2020 (Dkt. Nos 84, 88), and in the motion
 3 for final approval filed concurrently with this motion, Class Counsel achieved a \$3,047,986 *million*
 4 *non-reversionary common fund settlement*, which by all accounts was based on a novel and difficult
 5 legal theory. Each Class Member will be reimbursed for a significant percentage (66.8% for
 6 Thursday-Only Tickets and 61.2% Three-Day Tickets) of the value of their ticket prices attributable
 7 to FP2. All Class Members will receive payment automatically. Because the fund is non-
 8 reversionary, there is no risk of “low participation” or an incentive to discourage participation. This
 9 is, by any measure, an extraordinary result for Class Members.

10 **2. The substantial risks and complexity of the litigation support the requested**
 11 **award.**

12 “It is an established practice in the private legal market to reward attorneys for taking the
 13 risk of non-payment by paying them a premium over their normal hourly rates for winning
 14 contingency cases.” *WPPSS*, 19 F.3d at 1299. Here, the contingent nature of the representation
 15 meant that, from the outset of the case, there was a significant risk of nonpayment to Class Counsel
 16 because of the risk of non-recovery by the class. Class Counsel represented the class on a purely
 17 contingent basis, investing considerable time and money in the prosecution of the action without
 18 any guarantee that those investments would ever be repaid. *See In Re Wells Fargo & Co.*
 19 *Shareholder Derivative Litig.*, 2020 WL 1786159, at * 9 (April 7, 2020) (“The risk that Co-Lead
 20 Counsel took in litigation on a contingency basis – a risk they have borne for more than three years
 21 – also weighs in favor of a substantial attorney’s fee award.”)

22 Class Counsel took a significant financial risk in prosecuting this case, expending a
 23 substantial amount of time, money and resources on a contingent basis over the course of more than
 24 three years, without any assurance of victory and with the singular focus of maximizing the
 25 recovery of Class Members. Class Counsel’s prosecution of this case was vigorously opposed by
 26 experienced and skilled attorneys representing Defendants zealously throughout the litigation. As
 27 of August 6, 2026, Class Counsel collectively devoted 1130.7 hours to this case, representing
 28 \$955,570 in lodestar, and incurred \$49,334.91 in out-of-pocket costs. Class Counsel Decl. at Exs.

1 1-6. Indeed, Class Counsel will continue to incur additional attorney hours in connection with final
 2 approval, responding to inquiries from Class Members, interacting with the notice and claims
 3 administrator, and generally overseeing the implementation of the Settlement. Assuming no major
 4 issues, Plaintiffs estimate that an additional twenty to thirty hours of attorney work may be
 5 necessary to bring this case through final approval. Class Counsel Decl. at ¶ 48.

6 Additionally, there were several material risks to recovery. In granting Defendants' motion
 7 to stay discovery, Judge Nancy J. Koppe stated she was "convinced by the arguments presented in
 8 the motion to dismiss that Plaintiffs will be unable to state a claim." Dkt. No. 53 at 2. The Court
 9 initially dismissed Plaintiffs' complaint finding that Plaintiffs' claims were insufficiently pled. Dkt.
 10 No. 54 at 11. Yet Plaintiffs' counsel persisted in order to satisfy this Court's concerns. In response
 11 to the filing of the FACC (Dkt. No. 55), Defendants again sought dismissal. Dkt. No. 62.

12 In sum, this is a difficult and risky economic loss class action of global scope because ticket
 13 purchasers come from all over the world. Despite the foregoing complexities and risk, Class
 14 Counsel took on this consolidated litigation on a contingent-fee basis and obtained valuable benefits
 15 for the Class. Under these circumstances, the requested fee is fully justified.

16 **3. The skill required and quality of work performed by Class Counsel support the**
 17 **requested award.**

18 Courts recognize that the "prosecution and management of a complex national class action
 19 requires unique legal skills and abilities." *In re Toyota Motor Corp. Unintended Acceleration*
 20 *Mktg., Sales Pracs., & Prods. Liab. Litig.*, 2013 WL 12327929, at *31 (C.D. Cal. July 24, 2013)
 21 (quoting *Knight v. Red Door Salons, Inc.*, 2009 WL 248367, at *6 (N.D. Cal. Feb. 2, 2009)); *In re*
 22 *Heritage Bond Litig.*, 2005 WL 1594403, at *19 (C.D. Cal. June 10, 2005); *see also Vizcaino*, 290
 23 F.3d at 1048. The reputation, experience, and skill of Class Counsel were essential to the success
 24 of this litigation. *See In re Rite Aid Corp. Secs. Litig.*, 396 F.3d 294, 304 (3d Cir. 2005). Class
 25 Counsel are among the most experienced and skilled practitioners in national consumer class
 26 actions and have a long and successful track record in such cases. We well understand the
 27 procedural and substantive complexities (including technical) of the case. From the outset, we
 28 engaged in a concerted effort to obtain the maximum recovery for the Class. Class Counsel's

1 investigation and skillful work enabled them to plead detailed allegations and negotiate the
2 Settlement.

3 The quality and vigor of opposing counsel is also important in evaluating the services
4 rendered by Class Counsel. Defendants are represented by large, respected law firms with
5 tremendous resources. That Class Counsel achieved the Settlement for the Class in the face of
6 formidable legal opposition further evidences the quality of their work.

7 **4. The contingent nature of the fee supports the requested award.**

8 Attorneys are entitled to a larger fee when their compensation is contingent in nature. *See*
9 *Vizcaino*, 290 F.3d at 1048-50. This fee enhancement stems from the “established practice in the
10 private legal market to reward attorneys for taking the risk of non-payment by paying them a
11 premium over their normal hourly rates for winning contingency cases.” *WPPSS*, 19 F.3d at 1299;
12 *see also In Re Omnivision*, 559 F. Supp. 2d at 1047 (“[t]he importance of assuring adequate
13 representation for plaintiffs who could not otherwise afford competent attorneys justifies providing
14 those attorneys who do accept matters on a contingent-fee basis a larger fee than if they were billing
15 by the hour or on a flat fee”); *In re Critical Path, Inc. Secs. Litig.*, 2002 WL 32627559, at *9 (N.D.
16 Cal. June 18, 2002) (citing *Class Plaintiffs v. Jaffe & Schlesinger*, 19 F.3d 1306, 1308 (9th Cir.
17 1994)). Indeed, there have been many class actions in which plaintiffs’ counsel took on the risk of
18 pursuing claims on a contingency basis, expended thousands of hours, yet received no remuneration
19 whatsoever despite their diligence and expertise.

20 Counsel invested more than \$955,570 in lodestar and over \$49,334.91 in expenses in the
21 case. Class Counsel Decl., ¶ 3. In addition to this significant investment of time and money, lawyers
22 working on the case have forgone the business opportunity to devote time to other cases. *See*
23 *Vizcaino*, 290 F.3d at 1050. Any fee award has always been at risk and completely contingent on
24 the result achieved and on this Court’s discretion in awarding fees and expenses. The percentage
25 fee and expense award requested is reasonable considering the contingent nature of the fee and the
26 financial burden carried by counsel. *See In re Toyota Motor Corp.*, 2013 WL 12327929, at *32 (“It
27 is an established practice in the private legal market to reward attorneys for taking the risk of non-
28

1 payment by paying them a premium over their normal hourly rates for contingency cases.”)
 2 (quoting *WPPSS*, 19 F.3d at 1299).

3 **5. Awards made in similar cases support the requested award.**

4 As noted above, Class Counsel’s fee request is within the “typical range” of acceptable
 5 attorney fees in the Ninth Circuit. *Vizcaino*, 290 F.3d at 1047-48. *Torrissi*, 8 F.3d at 1376; *see also*
 6 *Adderley v. NFL Players Ass’n*, 2009 WL 4250792, at *2 (N.D. Cal. Nov. 23, 2009); *Briggs v*
 7 *United States*, 2010 WL 1759457, at *8 (N.D. Cal. Apr. 30, 2010). Percentage fee awards in the
 8 Ninth Circuit commonly fall in the 25-33% range. *In re Toyota Motor Corp.*, 2013 WL 12327929,
 9 at *32; *see also Herrera v. Wells Fargo Bank, N.A.*, 2021 WL 9374975, at *11-12 (C.D. Cal. Nov.
 10 16, 2021) (awarding 21.5% of settlement value or 27%, depending on whether value of future
 11 benefits included in the value); *Beaver v. Tarsadia Hotels*, 2017 WL 4310707, at *12 (S.D. Cal.
 12 Sep. 28, 2017) (awarding 33.3% fee award and finding that “[a]ttorneys with comparable skill and
 13 experience, and who litigate class actions on a contingency basis routinely charge one-third of the
 14 recovery, or 40% or more if the case goes to trial.”). At 30% of the total Settlement value, the
 15 requested amount here falls well within the percentage fee awards in the Ninth Circuit.

16 **6. The reaction of the Class supports the requested award.**

17 Approximately 19,962 notices were successfully emailed to potential Class Members with
 18 an additional 1,685 notices successfully sent by mail. Chiango Decl., ¶¶ 6-11. The notice informed
 19 94.7% of Class members that Class Counsel may seek up to 30% of the common fund in fees plus
 20 their out-of-pocket expenses. Chiango Decl. ¶ 13; Dkt. No. 85-1 at Ex. B. The deadline for objecting
 21 and to opt-out passed on June 28, 2026, with only two class members requesting exclusion from
 22 the settlement, and zero class members objecting to the fee. Chiango Decl. ¶ 19 & Ex. B.

23 **7. The lodestar cross-check confirms the requested fee’s reasonableness.**

24 Although district courts are not required to conduct a lodestar cross-check to assess the
 25 reasonableness of a fee award, *Perez v. Rash Curtis & Assocs.*, 2020 WL 1904533, at *18-19 (N.D.
 26 Cal. Apr. 17, 2020) (citing *In re Google Referrer Header Privacy Litig.*, 869 F.3d 737, 748 (9th
 27 Cir. 2017)); (“[c]alculation of the lodestar, which measures the lawyers’ investment of time in the
 28 litigation, provides a check on the reasonableness of the percentage award”); *In re Toyota Motor*

1 Corp., 2013 WL 12327929, at *28 (quoting *Vizcaino*, 290 F.3d at 1050-51; *In re Omnivision*, 559
 2 F. Supp. 2d at 1048). In *Vizcaino*, the Ninth Circuit affirmed a fee awarded in this district that
 3 equaled 28% of the settlement fund and a lodestar multiplier of 3.65. *Vizcaino v. Microsoft*, 142 F.
 4 Supp. 2d 1299, 1302 (W.D. Wash. 2001). Indeed, “[m]ultipliers in the 3-4 range are common in
 5 lodestar awards for lengthy and complex class action litigation.” *Van Vranken v. Atlantic Richfield*
 6 Co., 901 F. Supp. 294, 298 (N.D. Cal. 1995); *see also In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp.
 7 2d 706 (E.D. Pa. 2001) (finding multipliers of 4.5-8.5 within the reasonable range); *Ochinero*, 2021
 8 WL 4460334, at *8 (finding “lodestar multipliers of 1.5 to 3.0 are most common”).

9 A lodestar “cross-check” here confirms that the requested fee amount is more than
 10 reasonable. In support of the lodestar determination, Class Counsel submit the declarations of
 11 Plaintiffs’ counsel attesting to their total hours, hourly rates, experience, and efforts to prosecute
 12 this action. Class Counsel Decl, Exs. 1-6. Plaintiffs’ attorneys’ lodestar is \$955,570 based on 1130.7
 13 hours worked on the case, and their litigation expenses are \$49,334.41, for a total investment of
 14 \$1,005,304.91. Dividing just the lodestar into the \$914,395.80 requested fee award yields a
 15 multiplier of *only 0.96*.

16 This negative multiplier is at the low end of the range of multipliers that courts regularly
 17 approve as fair and reasonable. *See, e.g., Vizcaino*, 290 F.3d at 1051-52 (affirming fee award where
 18 the lodestar multiplier was 3.65 and including table of common multipliers); *Steiner v. American*
 19 *Broad. Co.*, 248 Fed. Appx. 780, 783 (9th Cir. 2007) (affirming fee award where the lodestar
 20 multiplier was 6.85 and finding it fell well within the range of multipliers that courts have allowed);
 21 *Martin v. Toyota Motor Credit Corp.*, 2022 WL 17038908, at *14 (6.33 multiplier in lodestar cross-
 22 check reasonable in case that “was resolved relatively quickly” on the heels of related litigation).
 23 *Kakani v. Oracle Corp.*, 2007 WL 4570190, at *4 (N.D. Cal. Dec. 21, 2007) (summarizing *Vizcaino*
 24 table to conclude that a 1.0 to 4.0 multiplier is “typically awarded in common-fund cases”); *In re*
 25 *Critical Path*, 2002 WL 32627559, at *7 (3.2–3.7 multiplier in a case that settled quickly and at
 26 “the low end of reasonableness”); *Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D.
 27 Cal. 2016) (noting that a 3.07 multiplier is “well within the range for reasonable multipliers”).
 28

1 Plaintiffs' counsel's hourly rates are also reasonable. When determining a reasonable hourly
 2 rate, the forum in which the district court sits is the relevant community. *Camacho v. Bridgeport*
 3 *Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008). The rates prevailing in this district for "similar services
 4 by lawyers of reasonably comparable skill, experience and reputation" thus furnish the proper
 5 measure of the reasonableness of the rates billed. *Blum v. Stenson*, 465 U.S. 886, 896 n.11 (1984);
 6 *Grove v. Wells Fargo Fin. Cal., Inc.*, 606 F.3d 577, 583 (9th Cir. 2010). Courts often apply each
 7 attorney's current rates for all hours of work regardless of when performed as a means of
 8 compensating for delays in payment. *See, e.g., Pennsylvania v. Del. Valley Citizens' Council for*
 9 *Clean Air*, 483 U.S. 711, 716 (1987); *WPPSS*, 19 F.3d at 1305. The case law on approved hourly
 10 rates in class actions like this one is relatively thin in this District. However, other courts in the
 11 Ninth Circuit have approved similar hourly rates in class cases. *See e.g. Herring Networks, Inc. v.*
 12 *Maddow*, 2021 WL 409724 at *7 (S.D. Cal. Feb. 5, 2021) (finding \$1150–\$1050 to be reasonable
 13 rates for partners with more than 30 years of experience from a Top 100 law firm); *Dexter's LLC*
 14 *v. Gruma Corp.*, 2023 WL 8790268, at *9 (S.D. Cal. Dec. 19, 2023) ("[C]ourts in this District have
 15 awarded hourly rates for work performed in civil cases by attorneys with significant experience
 16 anywhere in range of \$550 per hour to more than \$1000 per hour.") (collecting cases). Other courts
 17 have approved hourly rates ranging from \$900 to \$1000 for partners, \$550 to \$875 for mid-level
 18 attorneys, staff attorneys, and senior level attorneys, \$350-\$550 for junior attorneys and associates,
 19 and \$150-\$450 for paralegals. *Herrera*, 2021 WL 9374975, at *13; *see also In re Animation*
 20 *Workers Antitrust Litig.*, 2016 WL 6663005, at *6 (N.D. Cal. Nov. 11, 2016) (finding rates of senior
 21 attorneys of between \$845 to \$1,200 per hour to be reasonable); *Nitsch v. DreamWorks Animation*
 22 *SKG Inc.*, 2017 WL 2423161, at *9 (N.D. Cal. June 5, 2017) (finding rates for senior attorneys of
 23 between \$870 to \$1200 per hour to be reasonable). Plaintiffs' Counsel's experience, reputation and
 24 ability justify the hourly rates charged and are comparable to rates for similar services by lawyers
 25 of reasonably comparable skill, experience, and reputation in this legal community.
 26
 27
 28

B. Class Counsel's Expenses are Reasonable and Necessarily Incurred to Benefit the Class.

“An attorney who has created a common fund for the benefit of the class is entitled to reimbursement of reasonable litigation costs from that fund.” *In re Toyota Motor Corp.*, 2013 WL 12327929, at *35 (citing *In re Omnivision*, 559 F. Supp. 2d at 1048). “The award ‘should be limited to typical out-of-pocket expenses that are charged to a fee paying client and should be reasonable and necessary.’” *Id.* (quoting *In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177 (S.D. Cal. 2007)); Fed. R. Civ. P. 23(h). Reimbursable expenses include “1) meals, hotels, and transportation; 2) photocopies; 3) postage, telephone, and fax; 4) filing fees; 5) messenger and overnight delivery; 6) online legal research; 7) class action notices; 8) experts, consultants, and investigators; and 9) mediation fees.” *Johnson v. General Mills, Inc.*, 2013 WL 3213832, at *6 (C.D. Cal. June 17, 2013) (quotation omitted); *Rutti v. Lojack Corp.*, 2012 WL 3151077, at *12 (C.D. Cal. July 31, 2012).

The litigation expenses incurred in this litigation in the amount of \$49,334.91 are described in the concurrently filed Declarations of Christopher R. Pitoun, Katherine J. Odenbreit and Steve Dimopoulos. They are the type of expenses typically billed by attorneys to paying clients in the marketplace and include such costs paid for computerized research and other services, court filing and service costs, costs associated with the document depository, printing, copying, shipping costs, and travel costs. These expenses were reasonable and necessary to prosecute this litigation, and Class Counsel advanced these expenses without assurance that they would be recouped.

C. A Service Award to the Named Plaintiffs Is Appropriate.

Courts routinely approve service awards to compensate the class representatives for the services they provided and the financial or reputational risks they incurred during the class action litigation, “and, sometimes, to recognize their willingness to act as a private attorney general.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009); *Staton*, 327 F.3d at 977 (holding that “... named plaintiffs ... are eligible for reasonable incentive payments.”); *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 490 (E.D. Cal. 2010) (“Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they

1 incurred during the course of the class action litigation.”). In some cases, the awards have been
 2 substantial. *See, e.g., Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, at *9 (S.D. Cal. June
 3 1, 2010) (\$25,000 awarded to named plaintiff); *Ingram v. Coca-Cola Co.*, 200 F.R.D. 685, 694
 4 (N.D. Ga. 2001) (approving service awards of \$300,000 to each named plaintiff); *Van Vranken*,
 5 901 F. Supp. at 299 (approving \$50,000 participation award to plaintiffs).

6 Plaintiffs request service awards of \$2,500 for each of the five named Plaintiffs. As detailed
 7 in each of the Class Representatives’ declarations, all five Class Representatives spent a significant
 8 amount of time and effort assisting in the litigation. Each Class Representative met with Class
 9 Counsel, provided critical information, reviewed pleadings, and frequently communicated with
 10 Class Counsel during the negotiation process. *See generally* Dkt. Nos. 85-5, 85-6, 85-7, 85-8, and
 11 85-9. The Settlement would not exist without the efforts of the Plaintiffs. Class Counsel Decl., ¶
 12 46.

13 The requested service award is entirely consistent with what is typically awarded in the
 14 Ninth Circuit. *See, e.g., Herrera*, 2021 WL 9374975, at *15 (approving service awards ranging
 15 from \$1,500 to \$7,500); *Canava v. Rail Delivery Servs. Inc.*, 2022 WL 18359143, at *2 (C.D. Cal.
 16 Dec. 2, 2022) (recognizing that “[a] service award of \$5,000 to named plaintiffs is considered
 17 presumptively reasonable in the Ninth Circuit.”). It also falls well within the range of service
 18 awards approved by this Court. *See e.g. Sinanyan*, 2018 WL 813864, at *4 (awarding one plaintiff
 19 \$3,000 and another \$12,500 based on relative amount of time and effort each made to case).

20 As a relative percentage of the total settlement, the combined value of the incentive awards
 21 amount to only .004% of the total settlement. This falls well below percentages for incentive
 22 awards accepted by the Ninth Circuit. *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934,
 23 947-48 (9th Cir. 2015) (holding that incentive awards totaling 0.17% of the settlement fund were
 24 appropriate).

25 IV. CONCLUSION

26 With no assurance of success, Plaintiffs and Class Counsel pursued this litigation and
 27 obtained a Settlement valued at \$3,047,986. The Settlement reflects Class Counsel’s efforts in the
 28 face of significant risk. Accordingly, Class Counsel respectfully submits that the Court should

1 approve the fee application and award Class Counsel \$914,935.80 in attorneys' fees, \$49,334.91 in
2 litigation expenses, \$76,581.40 for payment of administration costs to RG/2, and provide the
3 requested service award for \$2,500 for each Plaintiff. A proposed order is submitted herewith.

4
5 DATED: August 7, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below, I caused the foregoing document (and all documents filed herewith) to be electronically filed with the Clerk of the Court and served on all parties or their counsel of record.

DATED this 7th day of August, 2026.

/s/ Steve W. Berman

Steve W. Berman