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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.

2:23-cv-02124-GMN-NJK

**PLAINTIFFS' NOTICE OF
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT**

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, in the courtroom of the Honorable Gloria M. Navarro, United States District Judge for the District of Nevada, Plaintiffs and Plaintiffs' Counsel will and hereby move under Federal Rule of Civil Procedure 23(e) for final approval of the parties' proposed settlement ("Settlement"). This Motion, which is unopposed, is based on this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the papers on file in this matter, the arguments of the Parties' counsel, 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, and other matters which may be presented and the Court wishes to consider at the final approval hearing scheduled in this matter.

DATED: August 7, 2026

Respectfully submitted,

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Defendants.

2:23-cv-02124-GMN-NJK

**PLAINTIFFS' MEMORANDUM IN
SUPPORT OF THEIR UNOPPOSED
MOTION FOR FINAL APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: November 4, 2026
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I. INTRODUCTION

Plaintiffs Jack Diep, Jory Levy, James Dayap, Marvin Cutchins, and Ray Charles, Jr., on behalf of themselves and other members of the Settlement Class seek final approval of the Settlement which resolves the novel claims of a Settlement Class comprising 32,219 tickets to the 2023 Las Vegas Grand Prix. The Settlement offers significant relief to Class Members. Defendants Liberty Media Corporation (“Liberty”) and LVGP, Inc. (“LVGP”) (collectively “Defendants”) will fund a \$3,047,986 non-reversionary common fund to compensate Class Members who scanned their ticket for entry before 11:59:59 P.M. on November 16, 2023, and attempted to attend the FP2 Free Practice Run during the 2023 Las Vegas Grand Prix. The Settlement will bring relief to a global class reimbursing Thursday-Only Ticket holders for approximately 66.8% of FP2’s value in their tickets and Three-Day Ticket holders for approximately 61.2% of FP2’s value in their tickets. Although the claims period has not yet closed, in real terms, this amounts to approximately \$73.21 in cash for Thursday-Only Ticket holders and \$118.84 for Three-Day Ticket holders. By any measure, this is an outstanding result.

This Settlement was achieved after more than four months of arms’-length negotiations including a critical mediation session with the Honorable S. James Otero (Ret.). Class Counsel conducted extensive pre-filing and post-filing investigations and engaged in several additional months of confirmatory discovery with Defendants. Class Counsel’s efforts, combined with their vast experience litigating similar claims in complex consumer protection class action cases, allowed them to be well informed as to the strength of the claims and ultimately resulted in the Settlement before the Court.

This fair, reasonable, and adequate Settlement ensures that Class members receive comprehensive benefits that address their interests now, bypassing the uncertainties and risks associated with prolonged litigation that might not yield any relief in years to come. Class members have also received the best notice practicable of the Settlement, in accordance with Rule 23 and this Court’s preliminary approval order. Only two class members opted-out and none filed an objection by the June 28, 2026 deadline. This is a strong indication that the Class appreciates the

benefits received because of this lawsuit. Accordingly, Plaintiffs respectfully request that this Court grant final approval of the Settlement.

II. SETTLEMENT TERMS

Consistent with the Settlement Agreement, this Court conditionally certified a Class for settlement purposes consisting of all individuals or entities who:

(i) purchased a Thursday-Only Ticket or a Three-Day Ticket directly from LVGP, or possessed a transferred Thursday-Only Ticket or Three-Day Ticket received from a person or entity who originally purchased such ticket from LVGP, and (ii) attended Day One of the 2023 Las Vegas Grand Prix by scanning such ticket for entry before 11:59:59 P.M. on November 16, 2023. Dkt. No. 88 at 1.

The Settlement establishes a \$3,047,986 non-reversionary monetary fund from which Settlement Class members will receive direct cash distributions.

The major Settlement terms are as follows:

- Class Members will receive their automatic cash payment electronically;
- Class Member can also elect to receive their cash payment by check. For Class Members where only a mailing address was located, they will receive a check via mail;
- Thursday-Only Ticket holders will receive up to \$73.21 reimbursing them for approximately 66.8% of FP2's value in their tickets;
- Three-Day Ticket holders will receive up to \$118.84 reimbursing them for approximately 61.2% of FP2's value in their tickets;
- The Settlement Administrator will engage in outreach to contact Settlement Class members and remind them to cash their checks;

This fund will also be used to pay Administration Costs, Attorneys' Fees, Costs and Expenses, and Class Representative Service Awards. As discussed in greater detail in the Motion for Attorneys Fees, Costs, and Representative Service Awards, these fees and costs shall not exceed \$1,052,812.11.

III. FACTUAL BACKGROUND

A. Preliminary Approval of the Proposed Settlement.

On March 2, 2026, Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement (Dkt. No. 84, the “Motion”), which sought approval of the Settlement Agreement. Plaintiffs’ Motion summarized Plaintiffs’ consolidated case was 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. *See id.* at 2. Plaintiffs’ Motion chronicled the history of the litigation and the negotiations that led to the proposed Settlement, and detailed the extensive benefits that the proposed Settlement provides to the Class. *See id.* at 2-19. Rather than reproduce here the 17 pages of facts set forth in the Motion, Plaintiffs incorporate that material by reference. *See also* Declaration of Christopher R. Pitoun in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement (Dkt. No. 85) and exhibits attached thereto.

On March 9, 2026, the Court granted the Motion and ordered dissemination of notice to the Class pursuant to the Settlement’s notice plan. Dkt. No. 88 at ¶¶ 1, 9.

B. Notice was Provided to the Class.

RG/2 Claims Administration LLC (“RG/2”), the Claims Administrator, provided Notice to the Class in accordance with the Settlement Agreement and the Court’s Preliminary Approval Order. Declaration of Class Counsel (“Class Counsel Decl.”) ¶ 43 & Ex. 7 (Declaration of Tina Chiango (“Chiango Decl.”)) ¶¶ 4-12. In total, RG/2 sent 22,852 notices to Class members. Chiango Decl. ¶ 6. RG/2 sent email notice containing a copy of the Class Notice and links to the settlement website and the claims administrator’s phone numbers to 22,850 email addresses. *Id.* ¶ 7. For the two class members for whom RG/2 did not receive an email address, RG/2 sent notice by regular mail. *Id.* RG/2 was able to deliver Notice to 94.7% of the Class. *Id.* ¶ 13. RG/2 also established Settlement-dedicated phone lines to field Class member inquiries regarding the Settlement. *Id.* ¶ 18. On April 28, 2026, RG/2 launched the settlement website, www.lvgp2023ticketsettlement.com. *Id.* ¶ 17.

1 The Class Notice informed Class members that the Objection and Opt-Out deadline was
 2 June 28, 2026. *Id.* ¶¶ 19-20. Class members who did not opt out have until at least August 27, 2026,
 3 to submit claims for reimbursements. *Id.* Ex. A at 1.

4 The Notice plan was designed to capture as many potential Class Members as possible.
 5 Defendants' electronic records allowed the Parties to identify the email address of nearly every
 6 Class Member for whom there was electronic proof of payment. *See id.* ¶ 5. Such hyper-accurate
 7 data allowed RG/2 to send direct email notice to the vast majority of Class Members in one fell
 8 swoop. *See id.* ¶¶ 6-7. Defendants' data also identified thousands of Class Members who sought to
 9 attend the FP2 event but for whom no payment data existed. *See id.* ¶¶ 9-10. Regardless, these Class
 10 Members also received direct email notice even though there was no proof they were harmed. *See*
 11 *id.* ¶¶ 11-12. To accommodate the reality that these Class Members may have paid the initial
 12 purchaser through some informal means (such as Venmo or check), the Settlement Agreement
 13 created a straightforward claims process whereby these Class Members could submit a claim form
 14 and prove up their purchase. Dkt. No. 85-1 at Ex. 1, Sec. V.E. and Ex. A. As of this date, the claims
 15 process allowed the parties to identify an additional 74 valid claims. Chiango Decl. ¶ 14.

16 IV. ARGUMENT

17 A. Notice Under Rule 23(h) Has Been Satisfied.

18 Before approving a class settlement, “[t]he court must direct notice in a reasonable manner
 19 to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1). Where the
 20 settlement class is certified under Rule 23(b)(3), the notice must also be the “best notice that is
 21 practicable under the circumstances, including individual notice to all members who can be
 22 identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). *See Rannis v. Recchia*, 380 F.
 23 App’x 646, 650 (9th Cir. 2010) (Rule 23(c)(2)(B) “does not necessarily require that every in-state
 24 class member ‘actually receive’ notice.”) (quoting *Silber v. Mabon*, 18 F.3d 1449, 1453-54 (9th
 25 Cir. 1994)). As to its contents, “[n]otice is satisfactory if it generally describes the terms of the
 26 settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come
 27 forward and be heard.’” *Kaupelis v. Harbor Freight Tools USA Inc.*, 2022 WL 2288895, at *7 (C.D.
 28

1 Cal. Jan. 12, 2022) (quoting *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 962 (9th Cir.
2 2009)).

3 Here, the Court previously found that “the proposed notice plan is hereby approved as the
4 best notice practicable.” Dkt. No. 88 at ¶ 8. As discussed *supra* § III.B, RG/2 substantially
5 implemented the Class Notice plan, by providing notice through email, U.S. mail, and a dedicated
6 settlement website. The Notice plan ensured that 94.7% of the Class received direct notice. Chiango
7 Decl. ¶ 13. This is an outstanding result by any measure. *See e.g. Gergetz v. Telenav, Inc.*, 2018
8 WL 4691169, at *4 (N.D. Cal. Sept. 27, 2018) (granting final approval of notice plan that reach
9 79.1% of the class; *see also* Federal Judicial Center, *Judges' Class Action Notice and Claims*
10 *Process Checklist and Plain Language Guide* at 3 (2010) (stating that a notice plan that reaches
11 between 70% and 95% is reasonable with the median calculated reach on approved notice plan).
12 The Notice plan exceeded the Settlement Administrator's projected reach of 90%, which it had
13 estimated at preliminary approval. *See* Dkt. 85-4 at ¶ 11.

14 Accordingly, all Class Members had an opportunity to opt-out or object and appear at the
15 Fairness Hearing, and therefore, the notice plan satisfies Rule 23 and comports with due process.
16 *See Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017) (noting that Rule
17 23 “does not insist on actual notice to all class members in all cases and recognizes it might be
18 impossible to identify some class members for purposes of actual notice”); *In re Lithium Ion*
19 *Batteries Antitrust Litig.*, 853 Fed. App’x 56, 59 (9th Cir. 2021) (affirming the adequacy of notice
20 where not all class members received a direct mailing) (citation omitted).

21 Based on the foregoing, the notice requirement has been easily satisfied.

22 **B. The Court Should Reaffirm its Certification of the Settlement Class.**

23 The Court certified a Class for settlement purposes upon Preliminary Approval, finding that
24 requirements under Rule 23(a) and Rule 23(b)(3) are satisfied. Dkt. No. 88 ¶ 5. Nothing has
25 changed that would affect the Court’s ruling on class certification. *See Chambers v. Whirlpool*
26 *Corp.*, 214 F. Supp. 3d 877 (C.D. Cal. 2016) (reconfirming the certification set forth in the
27
28

preliminary approval order “[b]ecause circumstances have not changed” since that order).¹
Accordingly, the Court should grant final certification of the settlement Class.

C. The Settlement is Fair, Reasonable, and Adequate.

There is a “strong judicial policy that favors settlements, particularly where complex class action litigation is concerned.” *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1121 (9th Cir. 2020) (quoting *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556 (9th Cir. 2019) (en banc))). Final approval of a class action settlement asks the court to “evaluate the fairness of a settlement as a whole, rather than assessing its individual components.” *Lane v. Facebook, Inc.*, 696 F.3d 811, 818-19 (9th Cir. 2012); see also *Staton v. Boeing Co.*, 327 F.3d 938, 960 (9th Cir. 2003) (“it is the settlement taken as a whole, rather than the individual component parts, that must be examined for overall fairness, and the settlement must stand or fall in its entirety.”) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)). “[T]he question whether a settlement is fundamentally fair within the meaning of Rule 23(e) is different from the question whether the settlement is perfect in the estimation of the reviewing court.” *Lane*, 696 F.3d at 819.

In the Ninth Circuit, courts consider the following non-exhaustive factors: (1) the strength of plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed, and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement. *Id.* No one factor is decisive or even necessarily appropriate for consideration in every class action settlement. *Miller v. Wise Co.*, 2020 WL 1129863, at *5 (C.D. Cal. Feb. 11, 2020). Where, as here, a settlement is reached prior to formal class certification, the Court must also consider whether the settlement is the “product of collusion among the negotiating parties.” *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011) (quoting *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000)).

¹ Internal citations and quotations omitted and emphasis added throughout, unless otherwise indicated.

1 **1. The strength of Plaintiffs’ case and the risk, expense, complexity, and**
 2 **duration of further litigation support final approval.**

3 “No one formula governs the Court’s determination of the likelihood of Plaintiffs’ success,
 4 which the Ninth Circuit has described as ‘nothing more than an amalgam of delicate balancing,
 5 gross approximations and rough justice.’” *Zakikhani v. Hyundai Motor Co.*, 2023 WL 4544774, at
 6 *4 (C.D. Cal. May 5, 2023) (quoting *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir.
 7 2009) (quoting *Officers for Just. v. Civ. Serv. Comm’n of San Francisco*, 688 F.2d 615, 625 (9th
 8 Cir. 1982)). “Unless the settlement is clearly inadequate, its acceptance and approval are preferable
 9 to lengthy and expensive litigation with uncertain results.” *Nat’l Rural Telecomms. Coop. v.*
 10 *DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004). Here, the risk of continuing litigation,
 11 coupled with increased costs and potential legal hurdles, weighs heavily in favor of settlement.

12 The risks of continued litigation are substantial. While Defendants’ initial motion to dismiss
 13 was still pending, Magistrate Judge Nancy J. Koppe granted Defendants’ request to stay discovery
 14 pending this Court’s ruling on the motion to dismiss stating that “the Court is convinced by the
 15 arguments presented in the motion to dismiss that Plaintiffs will be unable to state a claim.” Dkt.
 16 No. 53 at 2. Although this Court ultimately granted Plaintiffs’ leave to amend their breach of
 17 contract claim, this Court also dismissed Plaintiffs’ consumer protection and negligence claims and
 18 did not permit Plaintiffs to re-plead those claims. Dkt. No. 54 at 11. After Plaintiffs filed their First
 19 Amended Complaint, Defendants again moved to dismiss—an ominous sign of Defendants’ intent
 20 to challenge Plaintiffs’ case at every turn. Dkt. No. 62. Even if Defendants’ motion to dismiss
 21 failed, Plaintiffs’ case would have entirely rested on the ability of the breach of contract claim to
 22 survive class certification, summary judgement, and through an almost certain appeal. Dkt. No. 49
 23 at 8-13. Without any additional claims, the margin for error was nonexistent. Had the breach of
 24 contract claim failed at any one of these points, the Settlement Class would have lost any potential
 25 chance they had for recovery. Accordingly, given the obstacles a recovery designed to provide
 26 automatic cash payments for the value of FP2 is unquestionably fair and reasonable.

27 Furthermore, the additional expenses and duration of ongoing litigation support final
 28 approval. *See Chambers*, 214 F. Supp. 3d at 888 (“In assessing the risk, expense, complexity, and

likely duration of further litigation, the court evaluates the time and cost required.”) (citation omitted). Here, even with this proposed early resolution, the final approval hearing is scheduled almost three years to the day that the 2023 Las Vegas Grand Prix began. Plaintiffs have shouldered exceedingly high financial risks in pursuing this action. To date, Plaintiffs have spent \$1,005,304.91 in time and costs, and the costs of continued litigation will only grow. This is a class action affecting thousands of consumers against one of the nation’s largest media companies. Class Counsel Decl. 49. Continued litigation would further entrench Plaintiffs and Class Counsel in protracted, resource-draining court battles that could easily last several years. This weighs in favor of settlement. *See Officers for Just.*, 688 F.2d at 625 (“it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements.”); *In re Toys ‘R’ Us FACTA Litig.*, 295 F.R.D. 438, 451 (C.D. Cal. 2014) (observing that the “substantial risk of incurring the expense of a trial without any recovery” supports approval).

Through this Settlement, Class Members can avoid the meaningful risks and expenses posed by continued litigation and enjoy the significant and guaranteed benefits years before the earliest date possible through continued litigation. This weighs strongly in favor of granting final approval. *See In re Mego*, 213 F.3d at 459 (settlement amounting to “only a fraction of the potential recovery” was fair “given the difficulties in proving the case”); *Barragan v. Populus Fin. Grp., Inc.*, 2023 WL 12299696, at *3 (C.D. Cal. Feb. 10, 2023) (“An immediate recovery for class members is preferable to prolonged risk and expense of further litigation.”); *Zakikhani*, 2023 WL 4544774, at *4

2. The risk of maintaining a class action through trial supports final approval.

There is significant risk that Plaintiffs would not be able to maintain class certification for the global class created by the Settlement. As discussed in Plaintiffs’ Motion for Preliminary Approval, class certification is an uphill battle here due to, *inter alia*, the relatively thin amount of caselaw certifying classes of sports ticket holders on breach of contract claims, open disputes between the parties regarding which ticket terms apply to the Class Members purchases, and Defendants would likely file a Rule 23(f) petition in the event a class was certified. Dkt. No. 84 at 17-18; Class Counsel Decl. ¶ 38. Given these facts, there is a risk that a class could not be

maintained through trial. *Zubia v. Shamrock Foods Co.*, 2017 WL 10541431, at *12 (C.D. Cal. Dec. 21, 2017) (“The uncertainty surrounding class certification favors approval of the Settlement here, especially ‘because settlement was reached prior to a hearing on Plaintiffs’ motion for class certification . . . a time when there was still risk that the class would not be certified by the Court.’”) (quoting *Chambers*, 214 F. Supp. 3d at 888-89); *Acosta v. Trans Union, LLC*, 243 F.R.D. 377, 392 (C.D. Cal. 2007) (acknowledging value of class action depends largely on certification and “class certification undeniably represents a serious risk for plaintiffs in any class action”) (quoting *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 817 (3d Cir. 1995)). The Settlement avoids all this risk in favor of immediate class wide relief.

3. The amount offered in the Settlement supports final approval.

The Ninth Circuit has explained that “the proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.” *Officers for Just.*, 688 F.2d at 625. “It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery will not per se render the settlement inadequate or unfair.” *Id.* at 628.

Here, the Settlement offers immediate compensation that reflects the varying degrees to which Class members were financially harmed by being precluded from viewing FP2.

As detailed above, the Settlement provides substantial monetary compensation for Plaintiffs’ damages. The Settlement creates a non-reversionary Common Fund of \$3,047,986 from which all Class members will receive cash payments. Given the collective number of automatic payments and valid claims submitted, Class Counsel expect that Class members will receive up to \$73.21 in cash to Class members who purchased a Thursday-Only Ticket and up to \$118.84 for Three-Day Tickets. Chiango Decl., ¶¶ 15-16. The amount of compensation available to Class members is tied directly to the percentage of each ticket’s value attributable to FP2, and thus, the harm suffered by each Class member. See Declaration of Russell W. Mangum III, Ph.D, Dkt. No.85-3 at ¶¶ 25, 44. Thursday-Only Ticket holders will be reimbursed for approximately 66.8% of FP2’s value in their tickets while Three-Day Ticket holders will receive up to 61.2% of FP2’s value in their tickets. *Id.* ¶¶ 25, 27, 28, 44 (noting the average price of a Thursday-Only Ticket is

1 \$274 with 40% of the tickets' value attributable to FP2, and the average price of a Three-Day Ticket
2 is \$3,235 and 6% of these tickets value attributable to FP2.).

3 "Even a fractional recovery of the possible maximum recovery amount may be fair and
4 adequate in light of the uncertainties of trial and difficulties in proving the case." *Millan v. Cascade*
5 *Water Servs.*, 310 F.R.D. 593, 611 (E.D. Cal. 2015). Recoveries between 61.2% and 66.8%
6 represent an extraordinary result compared to recoveries accepted by other courts in the Ninth
7 Circuit. *See e.g. In re Mego*, 213 F.3d at 459 (approving a settlement amount that was
8 approximately one-sixth of the maximum possible recovery); *In re Celera Corp. Sec. litig.*, 2015
9 WL 1482303, at *6 (N.D. Cal. Mar. 31, 2015) (approving settlement that was approximately
10 thirteen percent of maximum recovery); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, at *10
11 (C.D. Cal. Feb. 16, 2017) (finding fourteen percent recovery of Plaintiffs' maximum recovery is
12 reasonable under the circumstances).

13 In sum, the Settlement provides substantial and comprehensive relief to all Class members
14 on an equitable basis. Because the fund is non-reversionary, there is no risk of "low participation"
15 or an incentive to discourage participation. This factor supports final approval.

16 **4. The extent of discovery and the stage of the proceedings support final approval.**

17 This factor asks the Court to evaluate whether "the parties have sufficient information to
18 make an informed decision about settlement." *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234,
19 1239 (9th Cir. 1998). Even a settlement negotiated at an earlier stage in the litigation will not be
20 denied so long as sufficient investigation has been conducted. *Eisen v. Porsche Cars N. Am., Inc.*,
21 2014 WL 439006, at *4 (C.D. Cal. Jan. 30, 2014) (finding that counsel had "ample information and
22 opportunity to assess the strengths and weaknesses of their claims" despite "discovery [being]
23 limited because the parties decided to pursue settlement discussions early on"). For purposes of this
24 factor, "[d]iscovery can be both formal and informal." *Kearney v. Hyundai Motor Am.*, 2013 WL
25 3287996, at *6 (C.D. Cal. June 28, 2013). "Rather, the court's focus is on whether 'the parties
26 carefully investigated the claims before reaching a resolution.'" *Wilson v. Tesla, Inc.*, 2019 WL
27 2929988, at *8 (N.D. Cal. Jul. 8, 2019) (quoting *Ontiveros v. Zamora*, 303 F.R.D. 356, 371 (E.D.
28 Cal. 2014)).

1 The first two years of this case involved extensive motion practice. On June 7, 2024,
 2 Defendants filed a motion to dismiss. Dkt. No. 39. On August 27, 2024, Defendants moved to stay
 3 discovery. Dkt. No. 48. Each of these motions were fully briefed. While the Motion to Stay was
 4 pending, the parties submitted a detailed Discovery Plan. Dkt. No. 49. On October 10, 2024, the
 5 Court granted Defendants' Motion to Stay and formal discovery has remained stayed since that
 6 date. Dkt. No. 53. On February 19, 2025, Defendants' motion to dismiss was granted in part, denied
 7 in part. Dkt. No. 54. On April 15, 2025, Defendants brought another motion to dismiss which was
 8 fully briefed. A ruling was pending when the Parties engaged in mediation and ultimately reached
 9 a settlement.

10 To prepare for their upcoming mediation, in June 2025, the Parties began an informal
 11 exchange of information that would prove necessary for Class Counsel to evaluate the extent of
 12 potential damages and size of the class. *See* Dkt. No. 85 ¶¶ 3-4. On July 8, 2025, the Parties
 13 participated in a mediation supervised by Judge Otero (Ret.), where the legal issues, challenges for
 14 both sides, and potential liability were thoroughly debated. *Id.* ¶ 2. Although the parties did not
 15 reach a settlement during the mediation, over the next four months, the parties continued to
 16 negotiate, exchanging additional informal discovery, which ultimately resulted in an agreement. *Id.*
 17 ¶¶ 4-5. Defendants provided Plaintiffs with documentation and data confirming the number of
 18 ticket purchases, transfers of tickets to other Class Members, and average ticket price. *Id.* ¶ 7.
 19 *Daniels v. Aria Resort and Casino, LLC*, 2023 WL 2634613, at *3 (D. Nev. Mar. 23, 2023) (citing
 20 *Abelar v. Am. Residential Servs., L.L.C.*, 2019 WL 6054607, at *4 (C.D. Cal. Nov. 14, 2019)
 21 (finding the parties satisfied this factor by disclosing a wide range of documents during informal
 22 discovery)). As a result, Class Counsel gained a good grasp of the merits, potential recovery, and
 23 potential challenges which enabled them to evaluate the reasonableness of the settlement reached.
 24 Dkt. No. 85 ¶¶ 5-7.

25 To confirm the fairness of the terms of the Settlement, Class Counsel retained Russell W.
 26 Mangum III, Ph.D. to provide expert analysis of the fairness of the Settlement's allocation plan.
 27 Dkt. No. 85-3. Dr. Mangum concluded that the Settlement was fair and reasonable because it
 28 compensated Class Members for the value of the FP2 which they did not receive relative to the

1 value of the overall ticket and could be adjusted *pro rata* depending on the number of Class
 2 Members. *Id.* ¶ 44. Moreover, “Within the group of Thursday-Only Tickets or within the group of
 3 Three-Day Tickets, no particular Class Member disproportionately benefits from a low
 4 participation rate and no Class Member is excessively harmed from a high participation rate.” *Id.*

5 Accordingly, the foregoing work conducted by Class Counsel provided sufficient
 6 information to negotiate a highly favorable settlement on behalf of all Class Members. *See In re*
 7 *Mego*, 213 F.3d at 459 (finding plaintiffs had “sufficient information to make an informed decision
 8 about the [s]ettlement” even though formal discovery had not been completed because Class
 9 Counsel had “conducted significant investigation, discovery and research, and presented the court
 10 with documentation supporting those services”); *Kearney*, 2013 WL 3287996, at *6 (despite
 11 settlement being reached prior to any dispositive motions, the parties demonstrated “that they have
 12 spent significant time investigating this action to allow for an informed decision, but not so much
 13 time that the settlement amount will be unnecessarily depleted by extensive costs and fees”).

14 **5. The experience and views of Class Counsel support final approval.**

15 “Parties represented by competent counsel are better positioned than courts to produce a
 16 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pac. Enters. Sec.*
 17 *Litig.*, 47 F.3d 373, 378 (9th Cir. 1995); *see also Brulee v. DAL Global Servs., LLC*, 2018 WL
 18 6616659, at *6 (C.D. Cal. Dec. 13, 2018) (same). Where “[b]oth Parties are represented by
 19 experienced counsel,’ the recommendation of experienced counsel to adopt the terms of the
 20 proposed settlement ‘is entitled to great deal of weight.’” *Beaver v. Tarsadia Hotels*, 2017 WL
 21 4310707, at *6 (S.D. Cal. Sept. 28, 2017) (citation omitted). “In particular, ‘[t]he recommendations
 22 of plaintiffs’ counsel should be given a presumption of reasonableness.’” *Id.* (citation omitted).

23 Here, Plaintiffs are represented by experienced counsel with significant experience in
 24 handling class actions and complex litigation. *See e.g.* Dkt. Nos. 85 ¶ 20 and 85-10 ¶¶ 2-10; Class
 25 Counsel Decl. Exs. 1-6. Based on that experience and their thorough investigation in this case,
 26 Class Counsel believes that the Settlement is fair, reasonable, and adequate, and is in the best
 27 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
 28

significant delay and uncertainty, and the defenses asserted by Defendants. Class Counsel Decl. ¶¶ 5, 37.

6. The presence of a governmental participant factor is neutral.

This factor—the presence of a governmental participant—is neutral because there is no governmental participant in this case. *Oliveira v. Language Line Servs., Inc.*, 767 F. Supp. 3d 984, 1005 (N.D. Cal. 2025).

7. The reaction of the Class supports final approval.

“[T]he absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.” *Nat’l Rural Telecomms. Coop.*, 221 F.R.D. at 529 (citations omitted); *see also In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 589 (N.D. Cal. 2015) (“A low number of opt-outs and objections in comparison to class size is typically a factor that supports settlement approval.”) (citation omitted); *see also Martin v. AmeriPride Servs., Inc.*, 2011 WL 2313604, at *7 (S.D. Cal. June 9, 2011) (“The absence of any objector strongly supports the fairness, reasonableness, and adequacy of the settlement.”) (citations omitted).

As discussed above, the Settlement terms were publicized through the Court approved notice process that ensured that almost 23,000 persons or entities received direct notice via email or mail. The deadline for objecting and to opt-out passed on June 28, 2026, with only two class members requesting exclusion from the settlement, and zero class members objecting. Class Counsel Decl. ¶ 43.

These figures provide powerful evidence of the Settlement’s fairness. *See e.g., Churchill Vill., L.L.C. v. GE*, 361 F.3d 566, 577 (9th Cir. 2004) (affirming approval of settlement with 45 objections and 500 opt-outs from class of 90,000 members, roughly 0.6%); *Chun-Hoon- v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 852 (N.D. Cal. 2010) (finding sixteen opt outs in class of 329 members, or 4.86% strongly supported settlement); *Riker v. Gibbons*, 2010 WL 4366012, at *5 (D. Nev. Oct. 28, 2010) (“The small number of objections is an indication that the settlement is fair, adequate, and reasonable.”).

Under any measure, the Settlement is fair, reasonable, and adequate.

1 **8. The Settlement is not the product of collusion.**

2 Because this case was settled prior to class certification, the court is required to determine
 3 “whether the settlement was the result of good faith, arms-length negotiations or fraud and
 4 collusion.” the court must “examine the settlement for evidence of collusion with an even higher
 5 level of scrutiny.” *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 258 (N.D. Cal. 2015).
 6 Collusion among settling parties can be found explicitly or in “more subtle signs that class counsel
 7 have allowed pursuit of their own self-interests and that of certain class members to infect the
 8 negotiations.” *Bluetooth*, 654 F.3d at 947. Subtle signs of collusion include (1) “when counsel
 9 receive a disproportionate distribution of the settlement,” (2) “when the parties negotiate a ‘clear
 10 sailing’ arrangement providing for the payment of attorneys’ fees separate and apart from class
 11 funds,” and (3) “when the parties arrange for fees not awarded to revert to defendants rather than
 12 be added to the class fund.” *Id.* A mediator’s involvement in the settlement supports the argument
 13 that a settlement is non-collusive. *Wallace v. Countrywide Home Loans, Inc.*, 2015 WL 13284517,
 14 at *7 (C.D. Cal. Apr. 17, 2015) (citing *Satchell v. Fed. Exp. Corp.*, 2007 WL 1114010, at *4 (N.D.
 15 Cal. Apr. 13, 2007)).

16 Here, Plaintiffs are seeking fees of 30% of the Class Settlement Amount which amounts to
 17 \$914,395.80. The typical range of acceptable attorneys’ fees in the Ninth Circuit is 20% to 30% of
 18 the total settlement value, with 25% considered a benchmark percentage. *Vizcaino v. Microsoft*
 19 *Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002); *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000).
 20 As discussed in greater detail in Plaintiffs’ Motion for Attorneys Fees, Costs, and Class
 21 Representative Service Award filed concurrently herewith, the requested attorneys’ fees are “within
 22 the range of reasonableness.” *Smith v. One Nev. Credit Union*, 2018 WL 4407251, at *8 (D. Nev.
 23 Sept. 16, 2018).

24 Additionally, the Proposed Settlement does not provide for a “clear sailing” provision by
 25 which Class Counsel is compensated from a fund separate from that available to the Settlement
 26 Class. Rather, the Settlement specifies the award of attorneys’ fees and costs will be payable from
 27 the Class Settlement Amount and that Defendants reserve the right to oppose a disproportionate
 28 request for attorneys’ fees. Dkt. No. 85-1, ¶ III.2.

Moreover, the fund is non-reversionary. If the Court awards a lower amount of attorneys' fees than requested, the difference will be distributed to the Class Members. *Id.* ¶ X.2. None of the residual settlement funds will ever revert to Defendants. Any unclaimed funds that remain after the two rounds of distribution to the Settlement Class will be distributed to the *cy pres* recipient approved by the Court. *Id.* ¶ XI.D.2.² Therefore, the Settlement presents no signs of collusion.

Finally, the Settlement Agreement arises out of serious, informed, and non-collusive negotiations facilitated by a neutral mediator: the Honorable S. James Otero (Ret.). Negotiations were difficult, but the July 2025 mediation set the stage for an additional four months of arms-length bargaining which helped each side bridge their differences and evaluate the strengths and weaknesses of their respective positions. Class Counsel Decl., ¶¶ 15-16. Only after this grueling process did the parties reach an agreement in principle in October 2025 and ultimately execute the Settlement Agreement in late February/early March 2026. Class Counsel Decl., ¶¶ 17-18; *see also* Dkt. No. 85-1 at p. 31-32.

V. CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court grant the final approval of the Settlement.

DATED: August 7, 2026

Respectfully submitted,

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² The parties have identified Legal Aid Center of Southern Nevada as the *cy pres* recipient. Dkt. No. 85-1, ¶ IX.

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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