

1 **ACOM**
STEVE DIMOPOULOS, ESQ.
Nevada Bar No. 12729
2 PAUL A. SHPIRT, ESQ.
Nevada Bar No. 1044
3 DIMOPOULOS INJURY LAW
6671 South Las Vegas Boulevard, Suite 275
4 Las Vegas, Nevada 89119
O: (702) 800-6000
5 F: (702) 224-2114
sd@stevedimopoulos.com
6 ps@stevedimopoulos.com

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

7 JARED KAHN, ESQ.
Nevada Bar No. 12603
8 JK LEGAL & CONSULTING, LLC
9205 West Russell Road, Suite 240
9 Las Vegas, Nevada 89148
O: (702) 708-2958
10 F: (866) 870-6758
jkahn@jk-legalconsulting.com

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

Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

15 MATT RADDUE, individually; JACK DIEP,
16 individually; JORY LEVY, individually;
17 CARLOS MAURICIO GIL, individually;
JAMES DAYAP, individually.

Plaintiff,

vs.

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

Defendants.

CASE NO.: A-23-881890-C
DEPT NO.: 4

FIRST AMENDED COMPLAINT

**ARBITRATION EXEMPTION
CLAIMED:**

CLASS ACTION COMPLAINT

(DEMAND FOR JURY TRIAL)



1 COME NOW Plaintiffs, MATT RADDUE, JACK DIEP, JORY LEVY, CARLOS
2 MAURICIO GIL, and JAMES DAYAP, by and through their counsel, Steve Dimopoulos, Esq. of
3 DIMOPOULOS INJURY LAW, and file their First Amended Complaint against the Defendants and
4 each of them and allege as follows:

5 **JURISDICTION**

6 1. At all times relevant hereto, Plaintiff, MATT RADDUE (hereinafter “Plaintiff/
7 RADDUE”) was and still is a resident of the County of Clark, State of Nevada.

8 2. At all times relevant hereto, Plaintiff, JACK DIEP (hereinafter “Plaintiff/DIEP”) was
9 and still is a resident of the County of Mohave, State of Arizona.

10 3. At all times relevant hereto, Plaintiff, JORY LEVY (hereinafter “Plaintiff/LEVY”) was
11 and still is a resident of the County of Clark, State of Nevada.

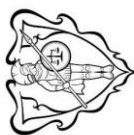
12 4. At all times relevant hereto, Plaintiff, CARLOS MAURICIO GIL (hereinafter
13 “Plaintiff/GIL”) was and still is a resident of the County of Clark, State of Nevada.

14 5. At all times relevant hereto, Plaintiff, JAMES DAYAP (hereinafter
15 “Plaintiff/DAYAP”) was and still is a resident of the County of Clark, State of Nevada.

16 6. Defendant, LIBERTY MEDIA CORPORATION d/b/a FORMULA ONE
17 HEINEKEN SILVER LAS VEGAS GRAND PRIX, (hereinafter “F1”) is, and at all times mentioned
18 herein, a foreign corporation, doing business in the State of Nevada and deriving substantial revenue
19 from the State.

20 7. Defendant, LAS VEGAS PAVING CORPORATION, (hereinafter “LV PAVING”) is,
21 and at all times mentioned herein, a domestic Nevada business entity, duly licensed and doing
22 business in the State of Nevada.

23 8. That the true names and capacities of the Defendants DOES I through XX, inclusive,
24 are unknown to Plaintiffs, who, therefore, sue said Defendants by said fictitious names. Plaintiffs are
25 informed, believe, and thereon allege that each of the Defendants designated as DOES I through XX
26 are owners, operators and/or individuals or agencies otherwise within possession and control of the
27 motor vehicle herein mentioned and/or are individuals otherwise within the flow of traffic as related
28 hereto. Plaintiffs are informed, believe, and thereon allege that Defendants ROE BUSINESS



1 ENTITIES I through XX, are owners of the motor vehicle herein alleged and/or are in some manner
2 responsible for the actions of its employees and/or assigns of Defendants designated as ROE
3 BUSINESS ENTITIES I through XX. Plaintiffs are informed, believe, and thereon allege that each
4 of the Defendants designated as a DOE or a ROE BUSINESS ENTITY is in some manner
5 negligently, vicariously, statutorily, contractually, and/or otherwise responsible for the events and
6 happenings referred to and caused damages proximately to Plaintiffs as herein alleged. Plaintiffs will
7 ask leave of the Court to amend this Complaint to insert the true names of such Defendants when the
8 same have been ascertained.

9 **GENERAL ALLEGATIONS**

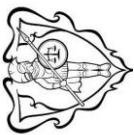
10 9. Plaintiffs repeat and reallege each and every fact and allegation contained in this
11 Complaint and incorporate the same herein by reference as though fully set forth herein.

12 10. That at all times pertinent, Defendants and each of them were agents, servants,
13 employees or joint ventures of every other Defendant herein, and at all times mentioned herein were
14 acting within the scope and course of said agency, employment, or joint venture, with knowledge and
15 permission and consent of all other named Defendants.

16 11. Named Plaintiffs bring this action on their own behalf and on behalf of all other
17 similarly situated claimants who purchased tickets and attended the F1 FP1 and FP2 Practice Run
18 events on or about November 16, 2023.

19 12. On or about November 16, 2023, at approximately 8:30 p.m., Defendant F1 conducted
20 and/or caused to be conducted the FP1Practice Run event wherein the drivers participating in the
21 main F1 Race were to take practice and qualifying laps. As this October 2023 screenshot from
22 Defendant F1's website shows, Defendant F1 represented the FP1 Practice Run as the kickoff event
23 to a highly anticipated three-day marathon of high-octane racing which together marked the first
24 Formula One race in Las Vegas since 1982.¹

25
26
27
28 ¹ <https://web.archive.org/web/20231011154154/https://www.f1lasvegasgp.com/> (last visited
Dec. 4, 2023).



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20



**OPENING CEREMONY
LINEUP ANNOUNCED**

[BUY TICKETS](#)

**F1® IS COMING TO LAS VEGAS
NOVEMBER 16-18, 2023**

Formula 1® will light up the sports and entertainment capital of the world on November 16-18, 2023, for an unforgettable race cutting right through the neon heart of the city on the Las Vegas Strip.

The Las Vegas Grand Prix's 3.8-mile track will weave past world-famous landmarks, casinos and hotels as drivers push their luck to breaking points at speeds of up to 212 mph.

The stakes have never been higher.

RACE SCHEDULE ALL TIMES IN PACIFIC STANDARD TIME (PST)

THU NOV 16	FRI NOV 17	FRI NOV 17	SAT NOV 18	SAT NOV 18
PRACTICE 1 8:30PM - 9:30PM	PRACTICE 2 12:00AM - 1:00AM	PRACTICE 3 8:30PM - 9:30PM	QUALIFYING 12:00AM - 1:00AM	RACE 10:00 PM



21 13. Upon information and belief, over 35,000 invitees purchased tickets from F1 to appear
22 and attend the FP1 Practice Run event. The ticket prices varied based on location and seating position
23 but ranged, generally, from a few hundred to tens of thousands of dollars.

24 14. On or about November 16, 2023, approximately 9 minutes into the FP1 Practice Run,
25 a manhole or water valve cover on the track became dislodged, causing damage to two of the racecars,
26 and stopping the FP1 Practice Run race immediately.

27 15. After an approximate 2 ½ hour delay for track repairs, all spectators were removed
28 from the facility and viewing areas ahead of the FP2 Practice Run event.



1 16. Upon information and belief, after completing the track repairs and stopping the FP1
2 Practice Run event, the FP2 Practice Run event was then rescheduled to start at 1:30 a.m.

3 17. Upon information and belief, the event did not re-start until 2:30 a.m. and none of the
4 invitees were allowed to watch the event live at the facility and viewing areas as they were escorted
5 off of the property at 1:30 a.m.

6 18. F1 conducted the FP2 Practice Run event without any invitees and ticketholders
7 permitted to attend.

8 19. Upon information and belief, F1 did not offer any refunds to any of the approximately
9 35,000 invitees that were in attendance for the FP2 Practice Run event despite the fact that the event
10 failed and participants were told to leave.

11 20. Upon information and belief, the manhole or water valve cover seals that were
12 supposed to surround the manhole or water valve cover were installed, worked on and inspected by
13 Defendant LV PAVING in the course and scope of their contract to work on the subject track and
14 make the track race-ready.

15 21. Upon information and belief, the work on the track performed by LV PAVING,
16 including installing the subject failed manhole or water valve cover and concrete work sealing the
17 manhole or water valve cover, was completed only days before the “Practice Run” events and the
18 track was not in the race-ready condition at the time of the event.

19 22. Upon information and belief, F1 and/or its contractors and safety organizations had a
20 duty to inspect the track to make sure that it was safe for use by the racers and was race-ready for the
21 “Practice Run” event.

22 23. Upon information and belief, F1 and/or its contractors and safety organizations failed
23 to detect the flaws and/or poor installation of the subject manhole or water valve cover sealed by LV
24 PAVING and failed to ensure that the track was race-ready for the “Practice Run” event.

25 24. A class action is alleged pursuant to Nevada Rules of Civil Procedure Rule 23. The
26 class consists of all invitees and attendees of the “Practice Run” event who were not refunded their
27 ticket prices and suffered additional damages such as accommodations, lodging, and travel to attend
28 the “Practice Run” event. Class Representative Plaintiffs bring this action as a class action, as

1 representatives of all individuals who purchased tickets and attended the “Practice Run” event and
2 suffered damages as a result.

3 a. Plaintiffs allege that the class, consisting of all individuals who purchased
4 tickets and attended the “Practice Run” event and suffered damages as a result, is so numerous that
5 joinder of all such individuals would be impractical and that disposition of their claims in a
6 representative suit is a benefit to the court.

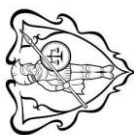
7 b. Plaintiffs have a well-defined community of interest or questions of fact and
8 law common to each member of the class in that all members of the class have suffered injuries due
9 to improper construction and inspection of the race track, cancelation of the event and lack of refunds,
10 as well as all other relevant causes and the claims herein alleged by Plaintiffs are representative of
11 those claims which could be alleged by such members of the class.

12 c. Plaintiffs allege that the relief herein sought is typical of the relief which could
13 be sought by each of the class members.

14 d. Plaintiffs allege that questions of law and fact common to the class
15 predominate over questions affecting the individual class members, and that the interest of justice
16 and efficiency will be best served by bringing this action as a class action with regard to the
17 aforementioned interests. The common questions include:

- 18 i. Whether Defendants’ conduct breaches their Contract;
- 19 ii. Whether Defendants are required to give a refund and reimburse all related
20 expenses as a result of the cancellation of the “Practice Run” event, rather
21 than ticket price only;
- 22 iii. Whether Plaintiffs and members of the Class are entitled to damages, costs,
23 or attorneys’ fees from Defendant; and
- 24 iv. Whether Plaintiffs and members of the Class are entitled to compensatory
25 damages as a result of the breaches by Defendants.

26 e. Plaintiffs allege that the prosecution of separate actions by individual members
27 of the class would create a risk of inconsistent or varying adjudications with respect to the individual
28 members of the class which would establish incompatible standards of conduct by the parties



1 opposing the class, and adjudication with respect to individual members of the class would be
2 dispositive of the interest of other members not parties to the adjudication, or would substantially
3 impair or impede their ability to protect their interests.

4 f. The Class Representative Plaintiffs have typical claims as the members of the
5 class and were damaged by the acts and practices of the Defendants. They will fairly and adequately
6 protect the interest of the class, as each has purchased tickets to the “Practice Run” event, and each
7 was damaged by the acts and practices of Defendants, and each of them. Class Representative
8 Plaintiffs have no conflicts with the other attendees and invitees to the same event, with respect the
9 claims alleged and have retained competent and experienced counsel to represent them.

10 g. The members of the class are easily located and identified as all individual
11 purchasers of tickets for the “Practice Run” event, the names and addresses of the individuals who
12 purchased these tickets are maintained by F1 and ticket resellers.

13 h. Plaintiffs reserve the right to amend or modify the Class definition with greater
14 specificity or division after having had an opportunity to conduct discovery.

15 25. As of the filing of this Complaint, none of the participants have received any refunds
16 and none have not been issued though F1 and/or its agents or third-party ticket vendor(s).

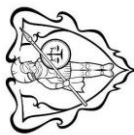
17 26. Even if ticket prices are refunded, no offer has been made to reimburse racegoers for
18 other out-of-pocket expenses they incurred in connection with the event cancellation, including
19 transportation, lodging, food, merchandise sales, transaction fees, and other such expenses.

20 27. Class certification is also appropriate under NRCP 23(b)(2) and (c). Defendants,
21 through their uniform conduct, acted or refused to act on grounds generally applicable to the Class as
22 a whole, making injunctive and declaratory relief appropriate to the Class as a whole.

23 **FIRST CAUSE OF ACTION**

24 **(Breach of Contract – F1)**

25 28. Plaintiffs repeat and reallege the allegations contained in the paragraphs previously
26 set forth as fully set forth herein.



1 29. This claim for breach of contract damages or, in the alternative, specific performance
2 of the contract's refund terms, is based on Defendant F1's breaches of its Contract with
3 attendees/invitees and/or John Does 1-20.

4 30. Plaintiffs, along with all putative class members, were third-party beneficiaries of
5 Defendant's contract with any third-party ticket vendor(s) and/or John Does 1-20, and Plaintiffs paid
6 meaningful compensation to attend said "Practice Run" event.

7 31. Plaintiffs, and all putative class members performed under the Contract, specifically,
8 by tendering payment for the "Practice Run" event tickets to Defendant and/or Defendant's agents
9 and complied with all conditions precedent under the Contract.

10 32. Due to Defendant's refusal to allow ticketholders to attend the FP2 Practice Run event
11 despite it being held by F1, Plaintiffs, and all putative class members were deprived of attending the
12 "Practice Run" event they paid to see through no fault of their own, and they did not receive the
13 benefit of their bargain with Defendant.

14 33. Therefore, Plaintiffs and putative class members are entitled to refunds of the out of-
15 pocket expenses they incurred in connection with the FP2 Practice Run event the ticketholders were
16 refused entry to attend.

17 34. As a result of Defendant's breaches of contract, Plaintiffs and the putative class
18 members have incurred damages in an amount to be proven at trial.

19 **SECOND CAUSE OF ACTION**

20 **(Negligence – All Defendants)**

21 35. Plaintiffs repeat and reallege the allegations contained in the paragraphs previously
22 set forth as fully set forth herein.

23 36. Defendants assumed a duty to exercise due and reasonable care for the financial
24 property interests of their patrons, which includes ensuring that the track is "race ready" and safe to
25 use, to prevent foreseeable cancellations in order to mitigate any damages incurred by his patrons,
26 including members of the Class.

27 37. By their acts and omissions described herein, Defendants unlawfully breached this
28 duty. The Class was damaged thereby.



1 38. Defendants breached the duties owed to Plaintiffs and the Class, and under the
2 circumstances, Defendants' breaches constitute negligent, willful and/or reckless conduct.

3 39. As a direct, proximate, and foreseeable result of Defendants' conduct, practices,
4 actions, and inactions, Plaintiffs and members of the proposed Class have been caused to suffer
5 damages.

6 40. Therefore, the Representative Plaintiffs and members of the proposed Class claim
7 money damages in an amount that will fairly and reasonably compensate them for the harm caused
8 by the Defendants. In addition, the Plaintiffs claim damages for mental anguish in an amount to be
9 determined by the jury that is fair and reasonable in consideration of the willful, reckless, and
10 intentional conduct of the Defendant.

11 **THIRD CAUSE OF ACTION**

12 **(Violation of Deceptive Trade Practice Act – Defendant F1)**

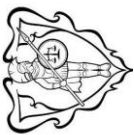
13 41. Plaintiffs repeat and reallege the allegations contained in the paragraphs previously
14 set forth as fully set forth herein.

15 42. Pursuant to NRS 598.092(4), Defendant F1 engaged in a "deceptive trade practice"
16 when, in the course of their business or occupation, they failed to make delivery of goods or services
17 for sale or lease within a reasonable time, or to make a refund for the goods or services if they allow
18 refunds.

19 43. The tickets purchased by the attendees of the "Practice Run" event included a
20 provision that if admission is refused or revoked without cause or the Event is cancelled and not
21 rescheduled for any reason, the ticket purchasers would receive a refund of up to the ticket's face
22 value as set by the Promoter.

23 44. The ticket sales included the following provision:

24 **ALL TICKET SALES ARE FINAL AND NON-CANCELLABLE. NO REFUNDS, CREDITS OR EXCHANGES. THE SOLE AND**
25 **EXCLUSIVE REMEDY, IF ANY, if admission is refused or revoked without cause, capacity limits result in ticket**
26 **cancellation, or the Event is canceled and not rescheduled for any reason, is a refund of up to the ticket's face value as**
27 **set by the Promoter ("Face Value"). The Promoter's liability for breach of the Terms and Conditions shall not exceed Face**
28 **Value. IN NO EVENT SHALL THE PROMOTER, FOWC, FOML OR ANY OF THEIR AFFILIATES OR ANY OTHER RELEASEE**
(DEFINED BELOW) BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY
KIND, WHETHER OR NOT ANY SUCH DAMAGES ARE REASONABLY FORESEEABLE, INCLUDING ANY AMOUNT PAID IN
EXCESS OF FACE VALUE FOR THE TICKET OR ANY EXPENSES INCURRED BY THE HOLDER IN CONNECTION WITH THE
EVENT OTHER THAN THE FACE VALUE.



1 45. Upon information and belief, as of the time of this Complaint, none of the attendees
2 and/or invitees who purchased the tickets to the "Practice Run" event, and were deprived of the
3 opportunity to attend the same through no fault of their own, have received and/or were offered any
4 refunds for their tickets.

5 46. As a result of Defendant's deceptive trade practices, Plaintiffs were damaged and
6 required to retain counsel to prosecute their claims.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiffs expressly reserves their right to amend this Complaint at the time
9 of trial of the actions herein to include all items of damages not yet ascertained, and demand Judgment
10 against Defendants as follows:

11 A. For an Order determining at the earliest possible time that this matter may proceed as
12 a class action under NRCPC 23 and certifying this case as such;

13 B. For themselves and each Class member their actual compensatory damages;

14 C. General damages sustained by Plaintiffs in excess of \$15,000.00;

15 D. Special damages to be determined at the time of trial in excess of \$15,000.00;

16 E. Consequential damages, including attorney's fees;

17 F. Expectation damages for denied policy benefits;

18 G. Actual and incidental expenses already incurred and to be incurred;

19 H. Reasonable attorney's fees and costs of suit;

20 I. Interest at the statutory rate; and

21 J. For such other relief as the Court deems just and proper.

22 **JURY DEMAND**

23 Plaintiffs demand a trial by jury of all issues so triable.

24 DATED this 4th day of December, 2023.

25 Respectfully submitted,

26 **DIMOPOULOS INJURY LAW**

27 By: /s/ Steve Dimopoulos
28 STEVE DIMOPOULOS, ESQ.
Nevada Bar No. 12729

Page 10 of 11



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PAUL A. SHPIRT, ESQ.
Nevada Bar No. 1044
DIMOPOULOS INJURY LAW
6671 South Las Vegas Boulevard, Suite 275
Las Vegas, Nevada 89119

JARED B. KAHN, ESQ.
Nevada Bar No. 12603
JK LEGAL & CONSULTING, LLC
9205 W. Russell Road, Suite 240
Las Vegas, Nevada 89148

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

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

Attorneys for Plaintiffs

DIMOPOULOS
INJURY LAW

