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CASE NO: A-23-881890-C
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13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

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

CASE NO.:
DEPT NO.:

18 Plaintiffs,

19 vs.

COMPLAINT

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

**ARBITRATION EXEMPTION
CLAIMED:**

**CLASS ACTION COMPLAINT
(DEMAND FOR JURY TRIAL)**

25 Defendants.

26
27 COME NOW Plaintiffs, MATT RADDUE, JACK DIEP, JORY LEVY, CARLOS
28 MAURICIO GIL, and JAMES DAYAP, by and through their counsel, Steve Dimopoulos, Esq. of



1 DIMOPOULOS INJURY LAW, and file their Complaint against the Defendants and each of them
2 and allege as follows:

3 **JURISDICTION**

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

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

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

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

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

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

18 7. Defendant, TAB CONTRACTORS, INC., (hereinafter “TAB”) is, and at all times
19 mentioned herein, a domestic Nevada business entity, duly licensed and doing business in the State
20 of Nevada.

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



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

7 **GENERAL ALLEGATIONS**

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

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

14 11. Named Plaintiffs bring this action on their own behalf and on behalf of all other
15 similarly situated claimants who purchased tickets and attended the F1 “Practice Run” event on or
16 about November 16, 2023.

17 12. On or about November 16, 2023, at approximately 8:30 p.m., Defendant F1 conducted
18 and/or caused to be conducted a “Practice Run” event wherein the drivers participating in the main
19 F1 Race were to take practice and qualifying laps.

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

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

26 15. Upon information and belief, the event was rescheduled to re-start at 1:30 a.m.

27 16. Upon information and belief, the event did not re-start until 3:30 a.m. and none of the
28 invitees were allowed to watch the event live as they were escorted off of the property at 1:30 a.m.



1 17. Upon information and belief, F1 did not offer any refunds to any of the approximately
2 35,000 invitees that were in attendance for this “Practice Run” event despite the fact that the event
3 failed and participants were told to leave.

4 18. Upon information and belief, the manhole cover seals that were supposed to surround
5 the manhole cover were installed, worked on and inspected by Defendant TAB in the course and
6 scope of their contract to work on the subject track and make the track race-ready.

7 19. Upon information and belief, the work on the track performed by TAB, including
8 installing the subject failed manhole cover and concrete work sealing the manhole cover, was
9 completed only days before the “Practice Run” event and the track was not in the race-ready condition
10 at the time of the event.

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

14 21. Upon information and belief, F1 and/or its contractors and safety organizations failed
15 to detect the flaws and/or poor installation of the subject manhole cover sealed by TAB and failed to
16 ensure that the track was race-ready for the “Practice Run” event.

17 22. A class action is alleged pursuant to Nevada Rules of Civil Procedure Rule 23. The
18 class consists of all invitees and attendees of the “Practice Run” event who were not refunded their
19 ticket prices and suffered additional damages such as accommodations, lodging, and travel to attend
20 the “Practice Run” event. Class Representative Plaintiffs bring this action as a class action, as
21 representatives of all individuals who purchased tickets and attended the “Practice Run” event and
22 suffered damages as a result.

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

27 b. Plaintiffs have a well-defined community of interest or questions of fact and law
28 common to each member of the class in that all members of the class have suffered





1 injuries due to improper construction and inspection of the race track, cancelation of
2 the event and lack of refunds, as well as all other relevant causes and the claims herein
3 alleged by Plaintiffs are representative of those claims which could be alleged by such
4 members of the class.

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

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

11 i. Whether Defendants' conduct breaches their Contract;

12 ii. Whether Defendants are required to give a refund and reimburse all related
13 expenses as a result of the cancellation of the "Practice Run" event, rather than
14 ticket price only;

15 iii. Whether Plaintiffs and members of the Class are entitled to damages, costs, or
16 attorneys' fees from Defendant; and

17 iv. Whether Plaintiffs and members of the Class are entitled to compensatory
18 damages as a result of the breaches by Defendants.

19 e. Plaintiffs allege that the prosecution of separate actions by individual members of the
20 class would create a risk of inconsistent or varying adjudications with respect to the
21 individual members of the class which would establish incompatible standards of
22 conduct by the parties opposing the class, and adjudication with respect to individual
23 members of the class would be dispositive of the interest of other members not parties
24 to the adjudication, or would substantially impair or impede their ability to protect
25 their interests.

26 f. The Class Representative Plaintiffs have typical claims as the members of the class
27 and were damaged by the acts and practices of the Defendants. They will fairly and
28 adequately protect the interest of the class, as each has purchased tickets to the



1 “Practice Run” event, and each was damaged by the acts and practices of Defendants,
2 and each of them. Class Representative Plaintiffs have no conflicts with the other
3 attendees and invitees to the same event, with respect to the claims alleged and have
4 retained competent and experienced counsel to represent them.

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

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

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

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

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

18 **FIRST CAUSE OF ACTION**
19 **(Breach of Contract – F1)**

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

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

25 28. Plaintiffs, along with all putative class members, were third-party beneficiaries of
26 Defendant’s contract with any third-party ticket vendor(s) and/or John Does 1-20, and Plaintiffs paid
27 meaningful compensation to attend said “Practice Run” event.

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1 29. Plaintiffs, and all putative class members performed under the Contract, specifically,
2 by tendering payment for the “Practice Run” event tickets to Defendant and/or Defendant’s agents
3 and complied with all conditions precedent under the Contract.

4 30. Due to Defendants’ cancellation of the “Practice Run” event, Plaintiffs, and all
5 putative class members were deprived of the “Practice Run” event performance they paid to see
6 through no fault of their own, and they did not receive the benefit of their bargain with Defendants.

7 31. Therefore, Plaintiffs and putative class members are entitled to refunds of the out of-
8 pocket expenses they incurred in connection with the canceled “Practice Run” event.

9 32. As a result of Defendants’ breaches of contract, Plaintiffs and the putative class
10 members have incurred damages in an amount to be proven at trial.

11 **SECOND CAUSE OF ACTION**

12 **(Negligence)**

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

15 34. Defendants assumed a duty to exercise due and reasonable care for the financial
16 property interests of their patrons, which includes ensuring that the track is “race ready” and safe to
17 use, to prevent foreseeable cancellations in order to mitigate any damages incurred by his patrons,
18 including members of the Class.

19 35. By their acts and omissions described herein, Defendants unlawfully breached this
20 duty. The Class was damaged thereby.

21 36. Defendants breached the duties owed to Plaintiffs and the Class, and under the
22 circumstances, Defendants’ breaches constitute negligent, willful and/or reckless conduct.

23 37. As a direct, proximate, and foreseeable result of Defendants’ conduct, practices,
24 actions, and inactions, Plaintiffs and members of the proposed Class have been caused to suffer
25 damages.

26 38. Therefore, the Representative Plaintiffs and members of the proposed Class claim
27 money damages in an amount that will fairly and reasonably compensate them for the harm caused
28 by the Defendants. In addition, the Plaintiffs claim damages for mental anguish in an amount to be



1 determined by the jury that is fair and reasonable in consideration of the willful, reckless, and
2 intentional conduct of the Defendant.

3 **THIRD CAUSE OF ACTION**

4 **(Violation of Deceptive Trade Practice Act)**

5 39. Plaintiffs repeat and reallege the allegations contained in the paragraphs previously
6 set forth as fully set forth herein.

7 40. Pursuant to NRS 598.092(4), Defendants engaged in a “deceptive trade practice”
8 when, in the course of their business or occupation, they failed to make delivery of goods or services
9 for sale or lease within a reasonable time, or to make a refund for the goods or services if they allow
10 refunds.

11 41. The tickets purchased by the attendees of the “Practice Run” event included a
12 provision that if the Event is cancelled and not rescheduled for any reason, the ticket purchasers would
13 receive a refund of up to the ticket’s face value as set by the Promoter.

14 42. The ticket sales included the following provision:

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

24 43. Upon information and belief, as of the time of this Complaint, none of the attendees
25 and/or invitees who purchased the tickets to the “Practice Run” event, and were deprived of the
26 opportunity to attend the same through no fault of their own, have received and/or were offered any
27 refunds for their tickets.

28 44. As a result of Defendants deceptive trade practices, Plaintiffs were damaged and
required to retain counsel to prosecute their claims.

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1 **PRAYER FOR RELIEF**

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

- 5 1. For an Order determining at the earliest possible time that this matter may proceed as
6 a class action under NRCPC 23 and certifying this case as such;
- 7 2. For themselves and each Class member their actual compensatory damages;
- 8 3. General damages sustained by Plaintiffs in excess of \$15,000.00;
- 9 4. Special damages to be determined at the time of trial in excess of \$15,000.00;
- 10 5. Consequential damages, including attorney’s fees;
- 11 6. Expectation damages for denied policy benefits;
- 12 7. Actual and incidental expenses already incurred and to be incurred;
- 13 8. Reasonable attorney's fees and costs of suit;
- 14 9. Interest at the statutory rate; and
- 15 10. For such other relief as the Court deems just and proper.

16 DATED this 17th day of November, 2023.

17 **DIMOPOULOS INJURY LAW**

18 */s/ Steve Dimopoulos*

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